

ARLINGTON PARK, SECTION III-A

INTRA-GROUP, INC., an Indiana corporation, by THOMAS DIXON, its Secretary and duly authorized officer, and ARLINGTON PARK ASSOCIATION, INC., by G. Richard Reid, its President and duly authorized officer, do hereby declare that they are the owners of the real estate situated in Allen County, Indiana, and described in Exhibit "A" attached hereto and made a part hereof, and does hereby cause the real estate above described to be platted into lots, streets, pedestrian right-of-ways, common areas and easements in accordance with the plan and plat appended hereto and made a part thereof, to be known as

ARLINGTON PARK, SECTION III-A

a subdivision in Allen County, Indiana (the "Addition"). The lots in said Addition are numbered 161-A, 161-B, 161-C, 161-D, 161-E, 161-F, 162-A, 162-B, 163, 164, 165-A, 165-B, 165-C and 165-D, and all dimensions are shown in feet and decimals of a foot on the plat.

The undersigned does hereby declare and provide that the lots and easements platted as aforesaid shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Addition without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in said Addition, and they shall run with and bind the land and shall inure to the benefit of and be enforceful by the owners of any land included therein, their respective legal representatives, successors, grantees and assigns. The owner or owners, present or future, of any land included in said Addition shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injury resulting from any violations thereof, but there shall be no right of revision, re-entry or forfeiture or title resulting from any violation.

PROTECTIVE COVENANTS, RESTRICTIONS AND LIMITATIONS

1. Definitions. The terms hereinafter set forth shall have the following meanings:
- a. "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain other approvals in connection with improvements and developments.
 - b. "Association" shall mean and refer to the Arlington Park Association.
 - c. "Developer" shall mean INTRA-GROUP, INC., its successor or successors in interest or any person, firm or corporation designated by it or its said successor or successors.
 - d. "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat and intended to be devoted to the common use and enjoyment of the Owners and Lessees in the Addition.
 - e. "Condominium" shall mean a building containing two or more living units (which may be separately owned), with certain areas and facilities owned in common, existing pursuant to a declaration under the Indiana Horizontal Property Act.
 - f. "Lessee" shall mean and refer to a person leasing from an Owner, whether one or more persons or entities, of any "Living Unit" situated in the Addition.
 - g. "Living Unit" shall mean any portion of a building designated and intended for use and occupancy as a residence by a single family.
 - h. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a dwelling or other structure may be erected in accordance with the restrictions hereinafter set forth.

- i. "Member" shall mean any person who may be entitled and obligated to hold one or more memberships in the Arlington Park Association.
- j. "Membership" shall mean any membership in the Arlington Park Association entitled to one vote and one assessment as hereinafter set forth. A member may hold one or more memberships.
- k. "Multi-family Unit" shall mean a building containing two or more living units.
- l. "Owner" shall mean and refer to the holder, whether one or more persons or entities, of the fee simple title to any lot or living unit situated in the Addition.
- m. "Pedestrian Right of Way" shall mean any area which is shown on the recorded plat of said Addition for the purpose of a pedestrian traffic system and intended to be devoted to the common use and enjoyment of the Owners and Lessees in the Addition, subject to utility rights as hereinafter provided.
- n. "Street" shall mean any street, avenue, roadway, cul de sac or boulevard of whatever name which is shown on the recorded plat of said addition, and which has been heretofore and is hereby, dedicated to the public for the purpose of a public street or for park or boulevard purposes.
- o. "Structure" shall mean anything erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.
2. Use. No lot shall be used except for residential purposes, and no buildings shall be erected, altered, placed or permitted to remain, on any lot other than one dwelling for use by a single family.
3. Driveways. All driveways from the curb to the lot line shall be of concrete and not less than sixteen (16') feet in width. There shall be no driveway access allowed to Stellhorn Road from any lot.

4. Minimum Area. No dwelling or structure shall be erected or permitted on any lot having a ground floor area upon the foundation, exclusive of open porches, breezeways, car ports or garage, of less than eight hundred (800) square feet in the case of a one-story dwelling or structure, nor less than five hundred (500) square feet for a dwelling or structure of more than one-story.

5. Building Lines. It shall be permissible to construct residential structures which are placed upon the interior dividing line between adjoining lots and which share party walls as described in Paragraph 17. There shall be no minimum building lines along such interior lot lines, and such dwellings or structures shall be subject only to the building lines shown on the Plat. Provided, however, that any dwelling or structure located on an interior lot line as permitted herein shall not be located closer than seven (7) feet from the other interior lot line for said lot. No tree, shrub, planting or other obstruction shall be permitted which obstructs a clear view at intersections.

6. Minimum Lot Area. No dwelling or structure shall be erected or permitted on any lot having a width of less than thirty-five (35) feet at the front property line, nor an area of less than three thousand five hundred (3,500) square feet. Developer, its successors and assigns, may alter the size or shape of said lots as platted, provided that no dwelling or other structure shall be erected, placed or maintained upon any lots which does not conform to the restrictions herein set forth, without express approval of the Allen County Plan Commission.

7. Yard Light. Each dwelling will cause a yard light or other illuminating device to be installed in the front yard fifteen (15) feet (plus or minus one foot) from the street curb. Such yard light or illuminating device will be of such design and construction as shall be approved by the Architectural Control Committee. Any change in the location of said yard light or illuminating device shall be subject to the approval of said Committee, as well as the Allen County Plan Commission.

8. Sidewalks. Plans and specifications for this subdivision, on file with the Allen County Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of all lots. Installation of said sidewalks shall be the obligation of the owner of any such lot, exclusive of the developer, shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such lot and the cost of said installation shall be a lien against any such lot enforceable by the Allen County Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the developer, said individual or corporation shall be considered an owner for the purposes of the enforcement of this covenant.

9. Signs. No sign shall be erected or permitted, except one professional sign of not more than one foot square, or one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. Fences. No wire, metal or chain link fences will be permitted on any lot. Chain link back stops for play areas owned and maintained by Arlington Park Association will be permitted.

11. Antennas and Appurtenances. Antennas for television or radio receiving or transmitting or any other appurtenance attached or detached from the dwelling will not be permitted if they extend six (6) feet above the top roof line without the written approval of the Architectural Control Committee.

12. Trees. Any lot not having at least two (2) virgin trees remaining after construction of the dwelling will have planted at completion of construction, a minimum of two (2) trees with at least a one inch (1") diameter trunk and/or eight feet (8') tall, with one (1) planted in front of the house and one (1) in the rear.

13. Nuisances. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution or which constitutes a nuisance or which is hazardous by reason of fire, explosion or in violation of the laws of the State of Indiana or any subdivision thereof. No lot shall be used for the purpose of raising, breeding or keeping animals, livestock or poultry except as household pets, providing they are not kept, bred or maintained for any commercial purpose. All fuel or oil storage tanks shall be installed underground or located within the main structure of the dwelling, its basement or attached garage.

14. No Temporary Dwelling. No structure of a temporary character, trailer, boat, boat trailer, camper, or camping trailer, mobile home, travel trailer, motor home, basement, tent, garage, barn, tool shed, or other outbuilding shall be either used or located on any lot or used as a residence either temporarily or permanently. One accessory building may be approved for each lot, the type and location to be approved by the Architectural Control Committee.

15. Common Areas. Certain playgrounds, flood control areas, pedestrian underpasses, greenways and pedestrian right-of-ways designated on the plats shall be installed for the benefit of all the Owners and Lessees in Arlington Park. The same will be deeded or transferred to the Arlington Park Association and each Owner and Lessee shall have a right and easement or enjoyment in and to said Common Areas; provided that certain of the pedestrian right-of-ways as designated on the plat shall also be reserved as utility easements, as set forth in Paragraph 19 hereof, and shall be subject to all the terms and conditions as provided in said Paragraph 19. The Developer may retain legal title to the Common Areas until such time as it has completed improvements thereon, after which time it shall convey the same to the Association and the Association shall accept said conveyance and thereafter be responsible for the maintenance thereof. The rights and easements of enjoyment in the Common Areas shall be subject to the following:

- a. The right of the Developer to borrow money and to mortgage any part or parts of Arlington Park in connection therewith.
- b. The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment of any Member for any period during which any assessment remains unpaid.
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association, and subject to acceptance of such assignee.

16. Approval of Improvements by Architectural Control Committee. In order to maintain harmonious structural design and lot grades, no dwelling building or improvements shall be erected, permitted or altered on any lot (and construction shall not be commenced) until the construction plans and specifications, and a site plan showing the location of the structure on said lot and the grade elevations have been approved by the Architectural Control Committee. The Architectural Control Committee shall be comprised of three (3) members, with these members to be designated by the Association. Two sets of plans of each improvement, with detailed front, side and rear elevations and floor plans showing square footage and grade elevations, shall be submitted to the Architectural Control Committee at the Association's office or such other place as may be designated. The Committee's approval or disapproval of said plans shall be in writing; in the event the Committee, or its designated representative, shall fail to approve or disapprove said plans within thirty (30) days after all necessary instruments, documents and other information have been given, then approval to the request as submitted shall be deemed to have been given. The improvements as shown upon said plans shall be substantially completed before said building shall be used or occupied as a dwelling. All improvements shall be constructed in accordance with the plans and specifications as approved by the

Architectural Control Committee and any improvements not so constructed shall be subject to immediate removal at owner's expense. The provisions hereinbefore provided for violation or attempted violation of any of these covenants and restrictions shall be applicable hereto. In addition, before any lot or tract within the Addition may be used or occupied, said user or occupier shall first obtain the Improvement Location Permit and Certificate of Occupancy required by the Allen County Zoning Ordinance. Further, before any living unit within the Addition shall be used and occupied, the Developer shall have installed all improvements serving the lot whereon said living unit is situated, as set forth in Developer's plans filed with the Allen County Plan Commission.

17. Party Walls.

- a. Every wall which is built as a part of the original constructions within Arlington Park, Section III-A and placed on the dividing line between separate lots in the subdivision, and is shared by more than one dwelling unit shall constitute a party wall. Owners of all lots sharing such walls shall have the obligations and be entitled to the rights and privileges contained in these Covenants, and to the extent not inconsistent herewith, the general rules of law regarding party walls.
- b. If any party wall is damaged or destroyed through the act or acts of any adjoining owner, his agents, servants, guests, or members of his family, whether such act is willful, negligent, or accidental, such owner shall forthwith proceed to repair or rebuild said party wall to as good a condition as previously existed, without cost the the adjoining owner.
- c. Any party wall damaged or destroyed by some act or event other than that produced by one of the adjacent owners, his agents, servants, guests or family, shall be rebuilt or repaired by both adjoining owners to as good a condition as previously existed, at their joint and equal expense and as promptly as reasonably possible.

d. No structure which shares a party wall with an adjoining lot will be remodeled or repaired in such a way as to change the exterior appearance from the original appearance, without the consent of the adjoining owner and the Architectural Control Committee as herein provided.

e. All disagreements between owners of adjoining lots with respect to repair, reconstruction or maintenance of party walls, or with respect to the cost thereof, shall be resolved by the Architectural Control Committee, and the decision of that Committee shall be final and binding upon all owners involved.

18. Living Units and Structures Located upon Lot

Lines.

a. In order to maintain harmonious structural design, once a living unit or other structure has been constructed upon or adjacent to a boundary line between two lots the same may not be relocated without the permission of the adjacent lot owners and the Architectural Control Committee, as herein provided.

b. The owner of any lot which adjoins a lot containing a structure located upon the common lot line between said lots shall have the right to make reasonable attachments to said structure, including but not limited to, fences allowed by these Covenants. However, before any such attachment is made, the owner must obtain the approval of the Architectural Control Committee, as herein provided.

19. Private Easements.

a. Any owner of a lot upon which there is a living unit or structure located on, or within four feet of a common lot line, shall have a permanent easement in the adjoining servient lot to permit the construction, maintenance and repair of such living unit or structure. In addition, said owner shall also have a permanent easement permitting roof structures which overhang and encroach upon the adjoining servient lot, provided that the construction of such roof structure is permitted and approved as elsewhere herein provided.

b. The easements hereby created shall extend for a distance of five (5) feet from the common lot line. Said easements do not include the right to enter onto or into any structure on the servient lot without prior permission from the owner, which shall not be unreasonably withheld.

20. Easements. Easements are hereby expressly reserved and dedicated with dimensions, boundaries and locations as designated on the attached plat for the installation and maintenance of public utilities (including but not limited to, water, gas, telephone, electricity, sanitary sewer, and any other utilities of a public or quasi-public nature) and sewer and drainage facilities.

a. Any utility company and Developer, their successors and assigns, will have the right to enter upon said easements for any lawful purpose. All easements shall be kept free at all times of permanent structures except improvements installed by Developer or an authorized utility and removal of any obstruction by a utility company shall in no way obligate the company to restore the obstruction to its original form. The utility will restore any improvement installed by Developer or other authorized utility.

b. No buildings or structures located in the Addition shall be connected with distribution facilities provided by electrical, television or telephone services, except by means of wires, cables or conduits situated beneath the surface of the ground (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Addition, and except for such housings, pedestals or facilities as may be appropriate for connection of utility services for individual lot owners). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting services by underground wires or cables.

c. The utility operating the sewer lines and sewage disposal plant for said subdivision shall have jurisdiction over the installation of all sewer connections and

the same shall be installed to the property lines of each lot by the developers. No individual water supply system, or individual sewage disposal system, shall be installed, maintained or used in the Addition. No rain or storm water run-off from roofs, street pavements or otherwise, or any other surface water, shall at any time be discharged into, or permitted to flow into, the sanitary sewer system from the storm water and surface water run-off system. No sanitary sewage shall at any time be discharged or permitted to flow into the storm water and surface water run-off sewer system.

21. Arlington Park Association. There has been organized in connection with the Development of Arlington Park, Sections I through XIII an incorporated not-for-profit association known as the Arlington Park Association.

a. Membership. One membership shall be created for each lot or living unit planned in Arlington Park. Memberships will transfer from the Developer to the grantee upon delivery of the deed, or in the case of a multi-family construction, at such time as the Architectural Control Committee has approved the grantee's plans, with one such membership to be transferred for each living unit to be constructed upon the land conveyed. Memberships will be voted by the Developer until transferred as hereinafter provided.

b. Membership Transfer. Memberships will pass from the Developer to his grantee with the conveyance of the land. In the case of the conveyance of land to be used for multi-family construction, said memberships will not transfer to the grantee until the Architectural Control Committee has approved the grantee's plans, and then one (1) membership for each living unit to be constructed on the land conveyed, will be transferred from the Developer to the grantee.

c. Continuing Membership. The purchaser of any lot or living unit in Arlington Park shall be a member of said Association and shall continue to be a member of said Association so long as he continues to be the owner of a lot or living unit

in Arlington Park for the purposes herein mentioned. Membership shall pass with the ownership of the land or living unit.

d. Transfer of Membership Rights and Privileges.

Each owner, or in lieu thereof (and with the written consent of such owner to the Association) each Lessee of a living unit, shall be a member of the Association and have the right to the owner's vote and privileges. Membership, where assigned to a Lessee, will pass with the lease except if the owner withdraws his consent in writing to the Association. The owner may withdraw his membership assignment to the Lessee at his discretion by a sixty (60) day notice in writing to the Association.

22. Assessments. Developer, for each lot and/or living unit owned by it within the Addition, hereby covenants, and each owner of any lot or living unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Arlington Park Association and Maintenance Fund and/or Club Operating Fund assessments and charges, as hereinafter provided.

a. Maintenance Fund. The "Maintenance Fund" assessment shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of the Addition and in particular, for the improvement and maintenance of the greenways, sidewalks, playgrounds and all other Common Areas, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Members of the Association in connection therewith.

The Maintenance Fund Assessment as herein provided shall commence to accrue and become a lien upon any said lots or living units as soon as title thereto has been divested from Developer, or when a dwelling or living unit shall be erected thereon, whichever shall first occur, and shall be payable on the

first day of January of each year thereafter. All assessments shall be determined by and paid to the Association, and the Association shall be responsible for carrying out the purposes of such assessments.

The amount of said Maintenance Fund assessment is established as follows:

- (i) The annual assessment for the calendar year starting January 1, 1973, shall be Twenty-Four Dollars (\$24.00) per assessable membership.
- (ii) For each year thereafter, commencing with the year beginning January 1, 1974, the Board of Directors of the Association shall establish a budget for such calendar year and shall determine the annual membership assessment required to meet said budget. Such budget and assessment for each such calendar year shall be established by the Board of Directors at a meeting to be held not later than October 31st of each preceding calendar year. The Board of Directors shall then mail to all Association members a copy of said budget and notice of the ensuing year's assessment not later than November 15th of the year prior to the year to which the assessment is applicable.

- (iii) The amount of the assessment set by the Board of Directors for any such calendar year may be changed by the members of the Association at a meeting duly called for that purpose as hereinafter provided. The President or Secretary of the Association shall call a meeting of the membership of the Association, to be held prior to December 31st of the year prior to the year to which the assessment is applicable, upon receipt, prior to November 30th, of a written petition for assessment review bearing the signatures of at least twenty (20%) percent of the memberships of the Association. The President or Secretary of the Association shall give at least fifteen (15) days written notice of such meeting to all members.

(iv) Any change so adopted in the amount of the assessment set by the Board of Directors must have the assent of two-thirds (2/3) of the memberships of the Association who are voting in person or by proxy at a meeting duly called for such purpose. At any such meeting, a quorum of not less than fifty (50%) percent of all memberships shall be required.

b. Club Operating Fund. The Developer plans to construct a clubhouse within Arlington Park, which clubhouse will contain and provide various social, recreational and other facilities. At such time as construction on said clubhouse is substantially completed, the Club Operating Fund will commence to accrue and will become a lien upon all lots or living units in Arlington Park, except as hereinafter provided. For any lots that a living unit has not been erected thereon at the time of substantial completion of the clubhouse, such assessment will commence to accrue and become a lien at such time as a living unit has been erected on such lot. Said Club Operating Fund assessment shall be payable on the first day of January of each year thereafter. All assessments shall be determined by and paid to the Association, and the Association shall be responsible for carrying out the purposes of such assessments.

The amount of said Club Operating Fund Assessment is established as follows:

(i) Commencing with the year beginning January 1, 1975, the Board of Directors of the Association shall establish a budget for such calendar year and shall determine therefrom the annual membership assessment required to meet said budget. Such budget and assessment for each calendar year shall be established by the Board of Directors at a meeting to be held not later than October 31st of each preceding calendar year. The Board of Directors shall mail to all Association members a copy of said budget and notice of

the ensuing year's assessment not later than November 15th of the year prior to the year to which the assessment is applicable.

(ii) The amount of the assessment set by the Board of Directors for any such calendar year may be changed by the members of the Association at a meeting duly called for that purpose as hereinafter provided. The President or Secretary of the Association shall call such meeting of the membership, to be held prior to December 31st of the year prior to the year to which the assessment is applicable, upon receipt, prior to November 30th, of a written petition for assessment review bearing the signatures of at least twenty (20%) percent of the memberships of the Association. The President or Secretary of the Association shall give at least fifteen (15) days written notice of such meeting to all members.

(iii) Any change so adopted in the amount of the assessment set by the Board of Directors must have the assent of two-thirds (2/3) of the memberships of the Association who are voting in person or by proxy at a meeting duly called for such purpose. At any such meeting, a quorum of not less than fifty (50%) percent of all memberships shall be required.

(iv) Said Club Operating Fund shall be used exclusively for the purpose of operating and maintaining said clubhouse and all recreational facilities therein or used in connection therewith, including but not limited to, repair, maintenance, cost of labor, equipment, supervision, taxes, insurance, and all other things necessary or desirable in the opinion of the Members of the Association in connection therewith.

c. Collection. Such Maintenance Fund and Club Operating Fund assessments, together with interest thereon and costs of collection as hereafter provided, shall be a lien upon

the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection, shall also be the personal obligation of the person or persons who was the owner of such property at the time when the assessment fell due. The obligation of the assessment is upon the owner of the property or the living unit and is not transferred, even though the owner may have transferred the membership and voting rights in Arlington Park Association, as hereinbefore provided. If the assessments are not paid on the due date, then such assessments shall be a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. However, the personal obligation of the then owner shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight (8%) percent per annum, and the Association may bring an action against the owner personally obligated to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing such action. The lien of the assessments as provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the property, taxes and assessments for public improvements.

23. Installation of Improvements. Before any house or building on any lot or tract in this subdivision shall be used and occupied as a dwelling or as otherwise provided in the subdivision restrictions above, the developing owner of said platted lot or tract shall install all improvements serving said lot or tract as provided in said plans and specifications for this subdivision filed with the Board of County Commissioners. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by any aggrieved lot owner in this subdivision.

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

25. Lot Subdivision. No lot or combination of lots within this subdivision may be further subdivided unless and until approval therefore has been obtained from the Allen County Plan Commission.

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

27. Duration and Alteration. These protective covenants, restrictions and limitations shall be construed as, and shall be, covenants running with the land and shall be binding upon all Owners and Lessees of land in said Addition and all persons claiming under them. They shall continue in existence of a period of fifty (50) years from the date of the recording hereof and thereafter shall be automatically extended for successive periods of ten (10) years each. The protective covenants, restrictions and limitations (but not the easements) may be changed, abolished or altered in part by written instrument signed by the owners of not less than seventy-five (75%) percent of the membership of the Arlington Park Association; and may be changed, altered or amended by the Developer within two (2) years from and after the date of

recording hereof; all said amendments, changes or alterations, however, shall have the prior approval of the Allen County Plan Commission or its successor.

28. Waiver. The failure of either the Developer or an Owner to enforce any covenant contained herein or right arising from any covenant contained herein shall in no case be deemed a waiver of that right or covenant.

29. Severability. Invalidation of any one of these provisions shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, INTRA-GROUP, INC. by its Secretary, Thomas Dixon, has hereunto set its hand and seal this 15th day of March, 1985.

ATTEST:

INTRA-GROUP, INC.

Edward R. M. Catlin

By:

Thomas J. Dixon

Thomas Dixon, Its Secretary

ATTEST:

ARLINGTON PARK ASSOCIATION, INC.

Edward R. M. Catlin

By:

G. Richard Reid

G. Richard Reid, Its President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

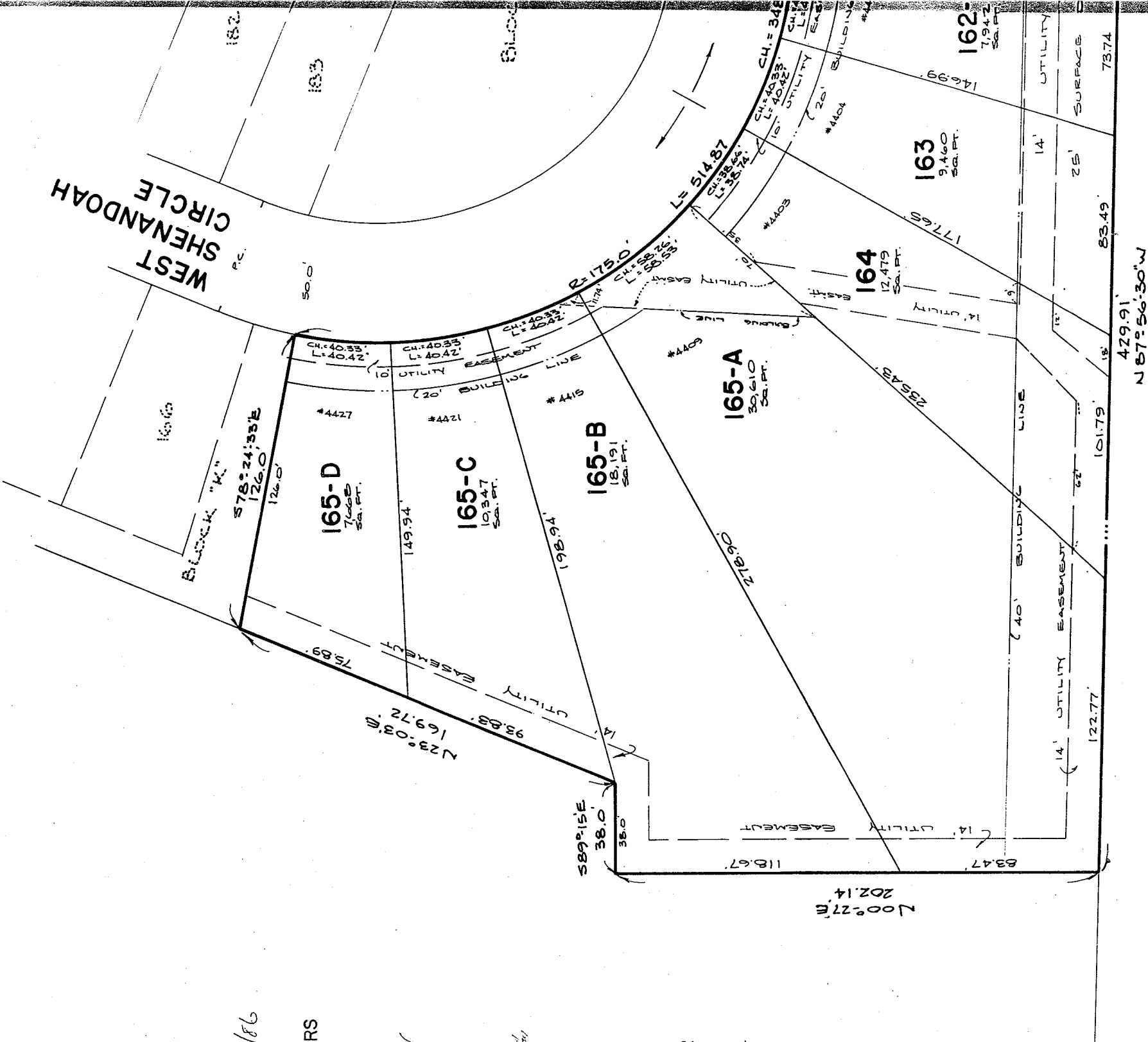
Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of March, 1985, personally appeared Thomas Dixon, to me known, and known by me to be the person, who as Secretary of INTRA-GROUP, INC., the corporation which executed the foregoing instrument, signed the same and acknowledged to me that he did so sign the same in the name and on behalf of said corporation as such officer; that the same is his free act and deed as such officer and the free and corporate act and deed of said corporation; and that he was duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

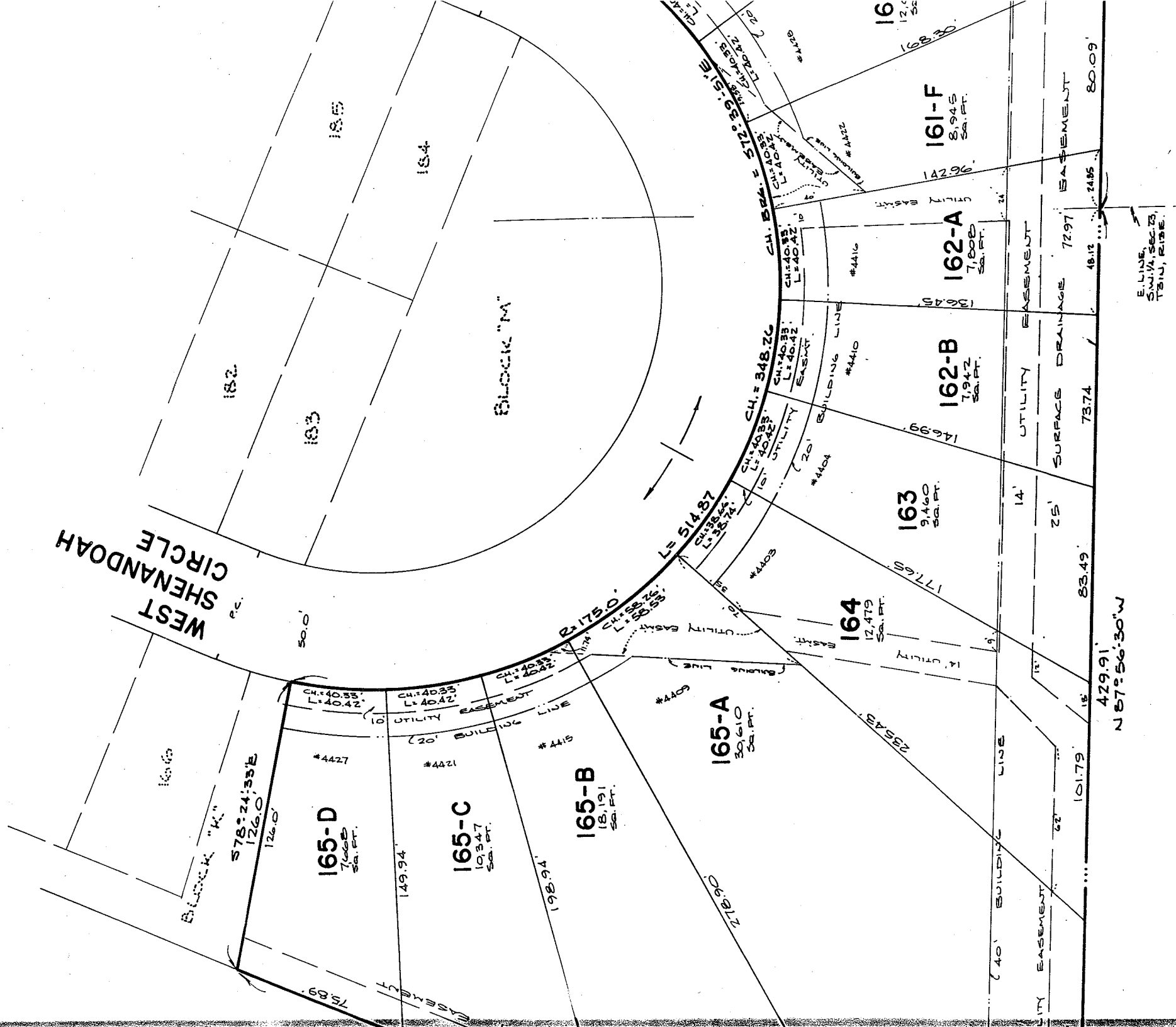
My Commission Expires:

June 29, 1988

Laurel A. Canan
Notary Public
A resident of Allen County.



186
RS



WEST SHENANDOAH CIRCLE

BLOCK "K"

BLOCK "M"

STELLHORN ROAD

SOUTH QUARTER CORNER, SEC. 23, T31N, R15E.

165-D
7,660
SQ. FT.

165-C
10,347
SQ. FT.

165-B
18,191
SQ. FT.

165-A
30,610
SQ. FT.

164
12,479
SQ. FT.

163
9,160
SQ. FT.

162-B
7,942
SQ. FT.

162-A
7,008
SQ. FT.

161-F
8,945
SQ. FT.

578° 24' 33" E
176.0

59.0'

183

182

185

184

198.94

149.94

CH. = 40.35
L. = 514.57

CH. = 40.33
L. = 348.26

279.60

235.43'

177.65

146.99

100.00

142.96

UTILITY EASEMENT
40' BUILDING LINE

15

14

UTILITY EASEMENT

UTILITY EASEMENT
25' SURFACE DRAINAGE

62

25'

72.97

15' BASEMENT

80.09'

101.79

83.49

73.74

48.12

24.85

429.91
N 87° 56' 30" W

E LINE,
S 1/4, SEC. 23,
T 31N, R 15E.

CH. = 40.35
L. = 40.42

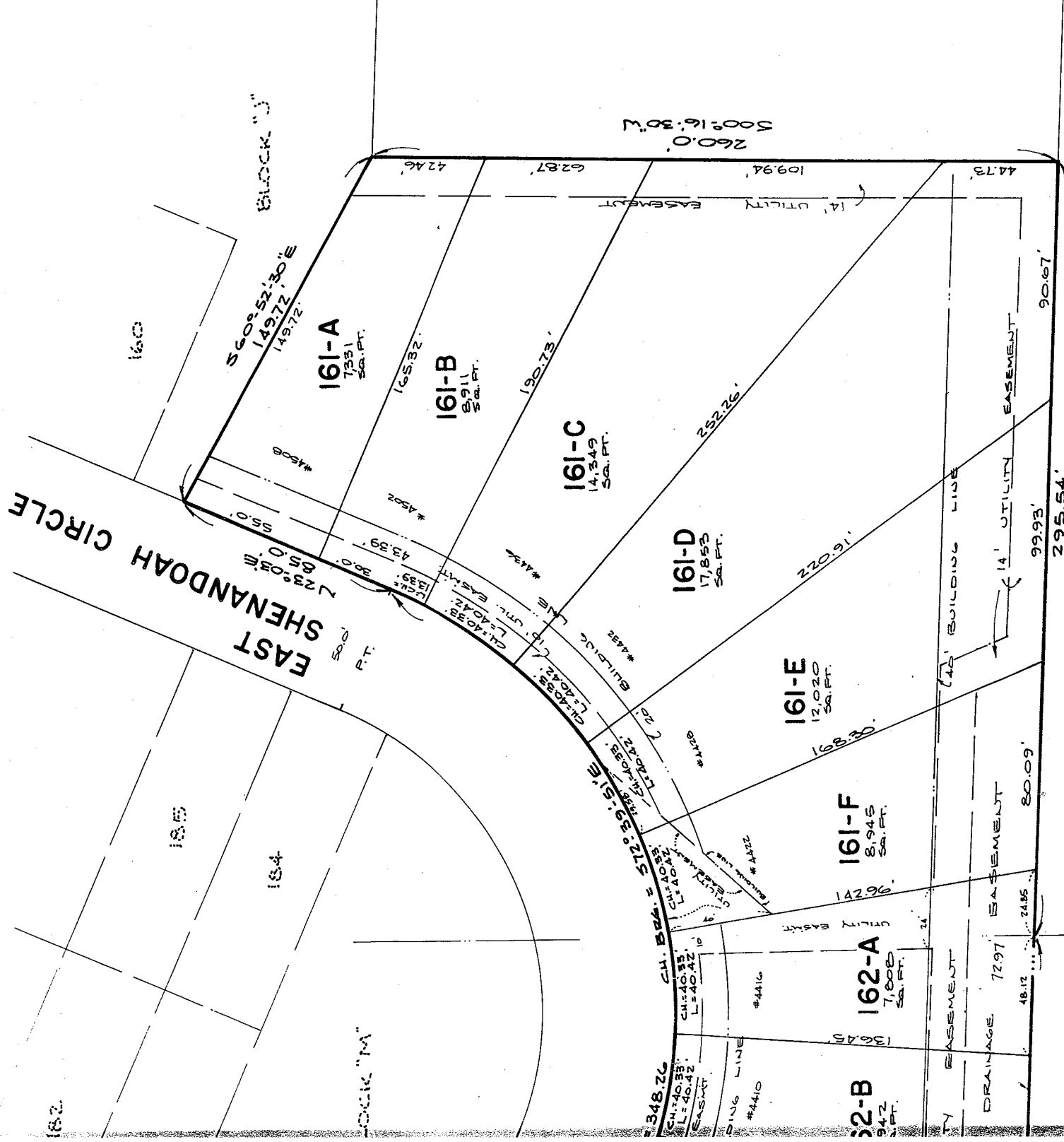
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L. = 40.42

CH. = 40.33
L. = 40.42

CH. = 40.33
L. = 40.42

CH. = 40.33
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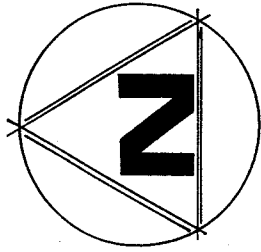
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L. = 40.42



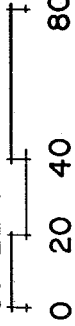
N 29° 55' 54" E 87° 56' 30" W

SOUTH QUARTER CORNER, SEC. 23, T31N, R13E.

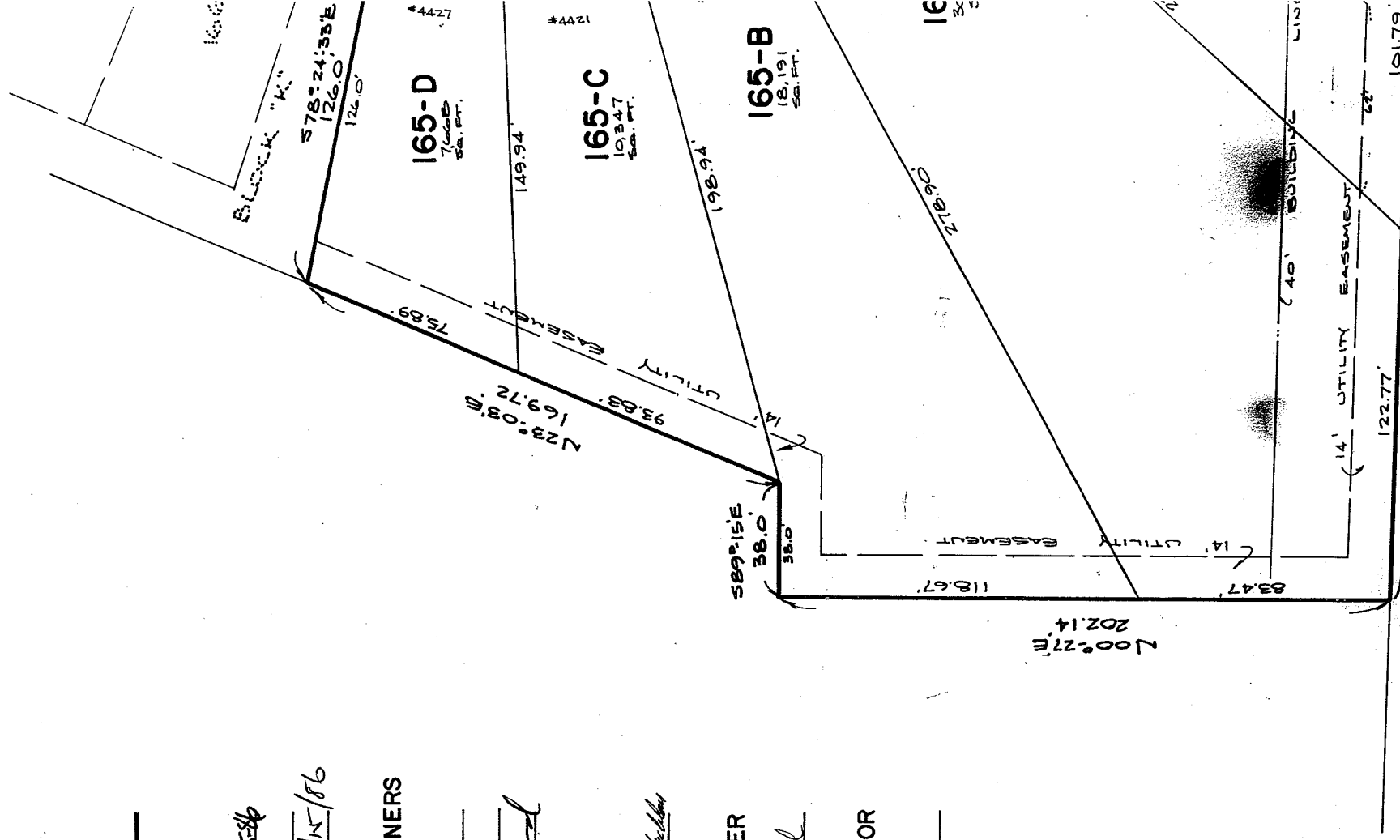
AD



SCALE IN FEET:



DATE: FEB. 21, 1985



APPROVALS

PLAN COMMISSION

DATE:

Debra C. Long 7/15/86

Edward L. ... 7/15/86

BOARD OF COMMISSIONERS

DATE: 4-15-85

Richard M. ...

COUNTY SURVEYOR

DATE: 7-10-86

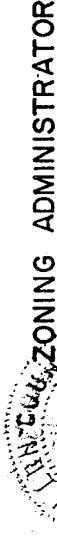
William J. ...

APPROVED FOR DRAINAGE ONLY

HEALTH COMMISSIONER

DATE: 4-16-85

Jane M. ...



ZONING ADMINISTRATOR

DATE: 7-24-86

Paula ...

bears S 72°-39' 30" W
 thence N 23°-00' 00" E
 Shenandoah Circle
 west corner of
 30" E, on and
 thence S 00°-11' 30" E
 way line of St
 of-way line, at
 3.993 acres of
 do hereby subd

PARK, SECTION
 13 East, Allen
 real estate with
 attached hereto
 of the easement

ARLINGTON PARK

By: *G. Richard*
 G. Richard

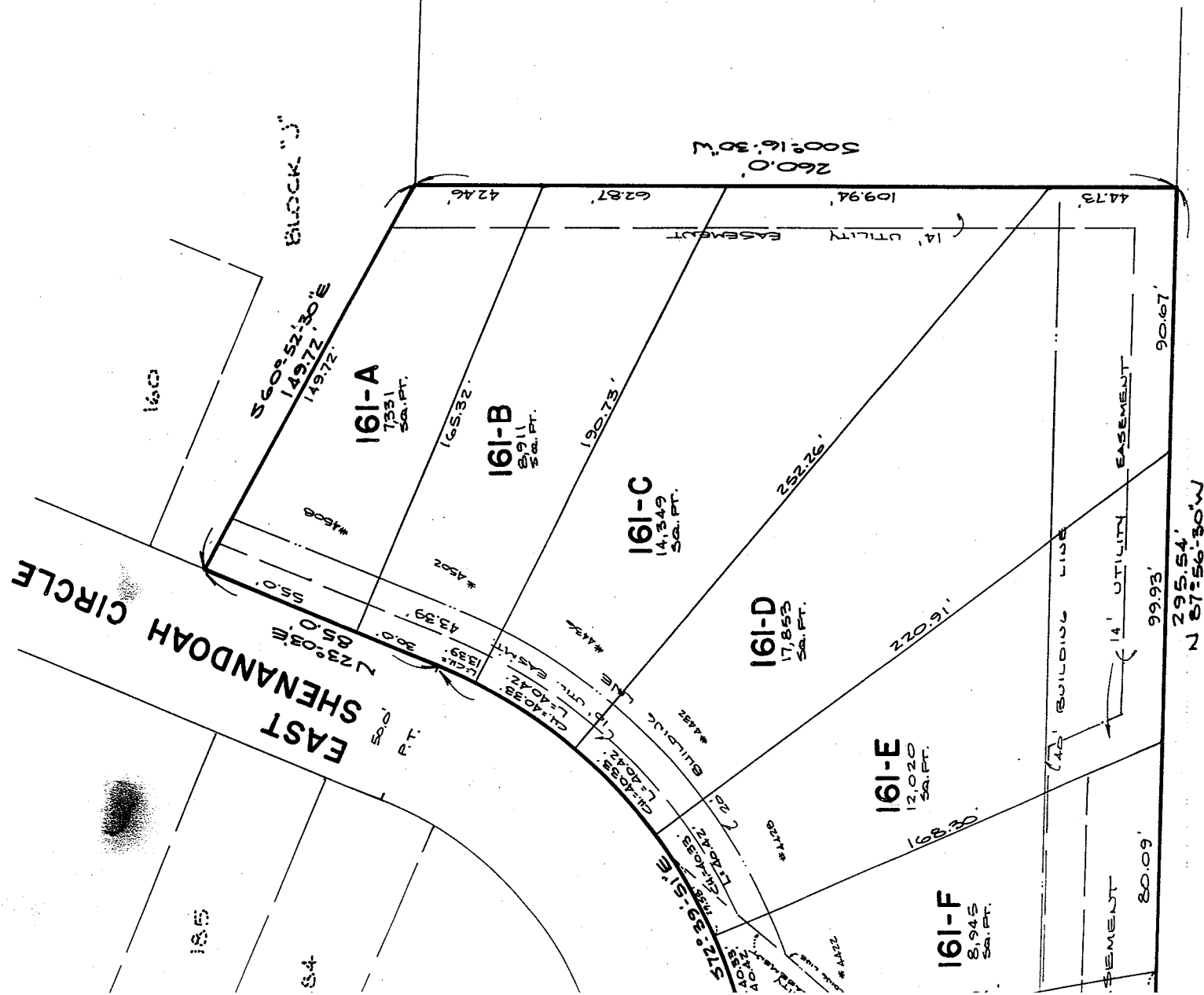
STATE OF INDIANA

COUNTY OF ALLEN

Before me, the
 personally app
 Inc., and G. R
 Association, I
 free and volun
 21st day of Fe
 Arlington Park

My Commission

10.11.22



SOUTH QUARTER
 CORNER, SEC. 25,
 T31N, R13E.

I, the undersigned Civil Engineer and Land Surveyor registered under the laws of the State of Indiana, have made a survey of the real estate described above and have established the lots and streets in the foregoing Plat in accordance with true and established boundaries thereof.

I hereby certify that the above Plat and Survey are correct.
John K. Tazian
 Registered Professional Civil Engineer
 and Land Surveyor

