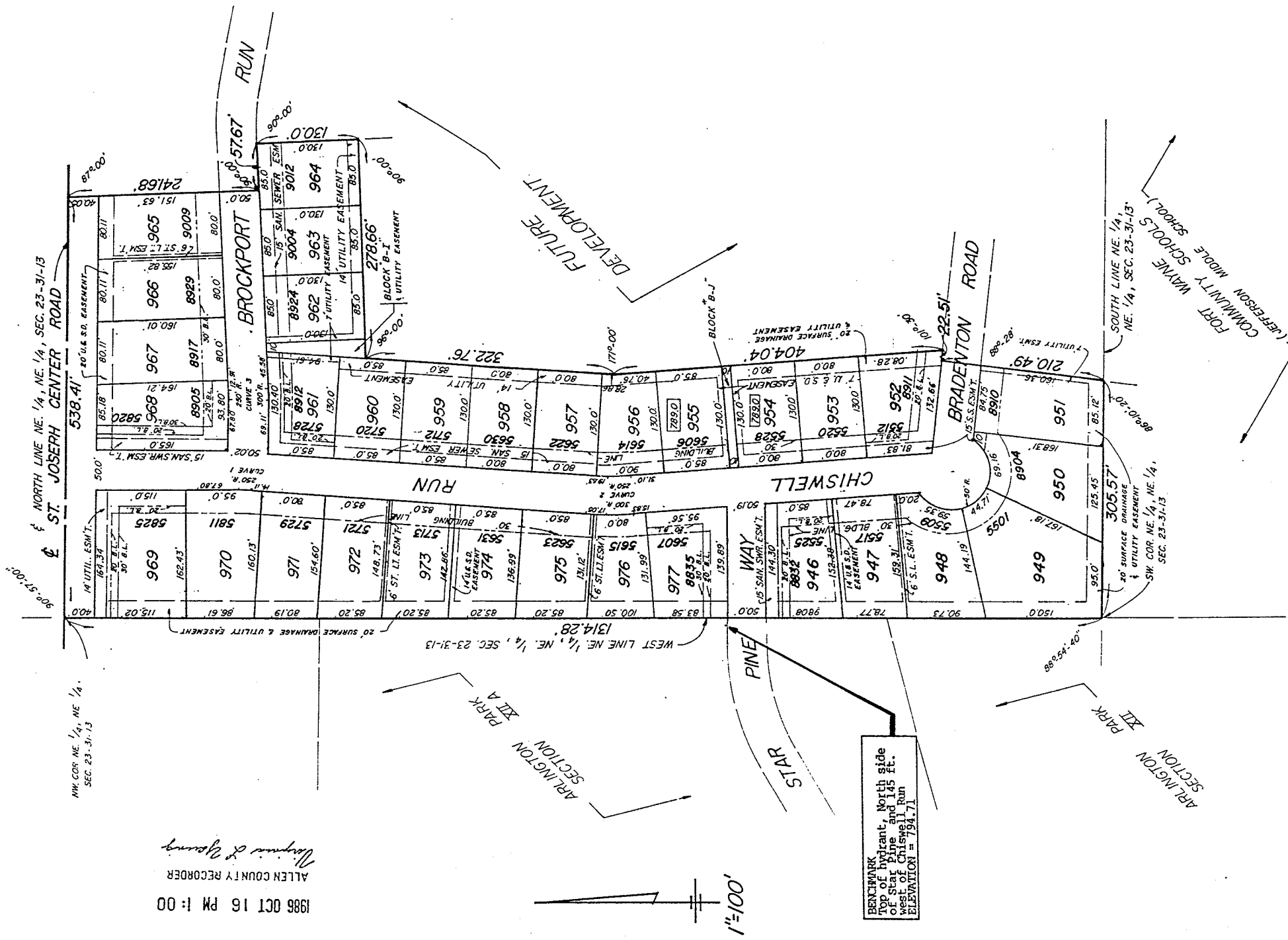


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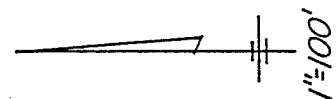
ARLINGTON PARK SECTION XVII

PART OF SECTION 23, TOWNSHIP 31 NORTH,
RANGE 13 EAST, ALLEN COUNTY, INDIANA.



1986 OCT 16 PM 1:00
 ALLEN COUNTY RECORDER
Wagner & Young

BENCHMARK
 Top of Hydrant, North side
 of Star Chiswell Run
 ELEVATION = 194.71



DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO
AND MADE A PART OF THE DEDICATION AND PLAT OF
ARLINGTON PARK, SECTION XVII
A SUBDIVISION IN ALLEN COUNTY, INDIANA

ARLINGTON PARK XVII, INC. , an Indiana corporation,
by Roger L. Delagrange, its President, and Maclyn T. Parker, its
Secretary, does hereby declare that it is the owner of the follow-
ing described real estate situated in Allen County, Indiana,
to-wit:

As Per Exhibit "A" attached hereto

and does hereby cause the real estate above-described to be
platted into lots, streets, pedestrian rights-of-way, common
areas and easements in accordance with the plan and plat appended
hereto and made a part hereof, to be known as

ARLINGTON PARK, SECTION XVII

a subdivision in Allen County, Indiana (the "Addition"). The
lots in said Addition are numbered from 946 to 977 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 purposes.

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 con-
sidered a part of every conveyance of land in said Addition with-
out 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 viola-
tions thereof, but there shall be no right of revision, re-entry
or forfeiture of title resulting from any violation.

PROTECTIVE COVENANTS, RESTRICTIONS AND LIMITATIONS

1. Definitions. The terms hereinafter set forth shall
have the following meanings:

- a. "Developer" shall mean Arlington Park
XVII, INC. , its successor or successors in
interest in any person, firm or corporation designated
by it or its said successor or successors.
- b. "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.
- c. "Living Unit" shall mean any portion of a
building designated and intended for use and occupancy
as a residence by a single family.
- d. "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.

1986 OCT 16 PM 1:00

ALLEN COUNTY RECORDER

Virginia J. Young

- e. "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.
- f. "Association" shall mean and refer to the Arlington Park Association.
- g. "Member" shall mean any person who may be entitled and obligated to hold one or more memberships in the Arlington Park Association.
- h. "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.
- i. "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.
- j. "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.
- k. "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.
- l. "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.
2. Use. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain, on any lot other than one detached dwelling for use by a single family. Each dwelling shall include not less than a two-car garage, which shall be constructed as a part of said structure and attached thereto.
3. Driveways. All driveways from the street to the garage shall be of concrete and not less than sixteen (16) feet in width. No driveway access from Lots 965, 966, 967, 968, and 969 shall be permitted onto St. Joe Center Road.
4. Minimum Area. No dwelling shall be erected or permitted on any lot having a ground floor area upon the foundation, exclusive of open porches, breezeways or garage, of less than one thousand five hundred (1,500) square feet in the case of a one-story dwelling, nor less than one thousand (1,000) square feet for a dwelling of more than one story.
5. Building Lines. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of seven (7) feet to an interior lot line. No dwelling shall be located nearer than twenty-five (25) feet to the rear lot line.
6. Minimum Lot Area. No dwelling or structure shall be erected or permitted on any lot, having a width of less than sixty-five (65) feet at the minimum building setback line, nor an

area of less than seven thousand two hundred (7,200) 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 lot 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; said Committee shall also have the authority to approve a change in the location of said yard light or illuminating device. The owners of said dwelling upon which said yard light or other illuminating device shall have been installed shall cause said yard light or other illuminating device to be illuminated at all times other than daylight hours.

8. 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.

9. 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 the Arlington Park Association will be permitted.

Developer has caused to be constructed in the easements along the rights-of-way of St. Joe Center Road and Wheelock Road a fence, which said fence shall be maintained by the Arlington Park Association.

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

11. 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.

12. 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.

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

14. Sidewalks. In the event 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 certain 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.

15. 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 the same 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.

16. 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.

17. Common Areas. Certain playgrounds, flood control areas, pedestrian underpasses, greenways and pedestrian rights-of-way designated on the plans 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 of enjoyment in and to said Common Areas; provided that certain of the pedestrian rights-of-way 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 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.

b. 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.

18. 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 grade elevations have been approved by the Architectural Control Committee. The Architectural Control Committee shall be comprised of two (2) members to be designated by the Developer initially. The Developer shall have the right, at such time as it may elect, to relinquish its right to designate the

members of the Architectural Control Committee to 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 Developer'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 submitted, 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.

19. 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, and any other utilities of a public or quasi-public nature and sewer and drainage facilities.

a. Any utility company and the 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 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 housing, 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 runoff 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, which shall be a separate 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.

d. Surface Drainage Easements and Common Areas used for drainage purposes as shown on the plan 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.

20. Arlington Park Association. There has been organized and incorporated a not-for-profit association, which said association is known as the Arlington Park Association.

a. Membership. One membership shall be created for each lot or living unit planned in Arlington Park, Section XVII. The thirty-two (32) lots in Arlington Park, Section XVII, each being entitled to one (1) vote, shall be voted by Developer until transferred as hereinafter provided.

b. Membership Transfer. Memberships will transfer from the Developer to its grantee upon delivery of the deed. 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 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 to Lessee. Each owner, or in lieu thereof each Lessee of a living unit (with the written consent of such owner to the Association), 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.

21. Assessments. 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 the Maintenance Fund and/or Club Operating Fund assessment and charges, as hereinafter provided.

a. Maintenance Fund and/or Club Operating Fund. The "Maintenance Fund and/or Club Operating 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 a clubhouse, swimming pools, 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 and/or Club Operating 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, 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 and/or Club Operation Fund assessment is established as follows:

(i) The annual assessment for the calendar year starting January 1, 1986, shall be Three Hundred Ninety-Five Dollars (\$395.00) per assessable membership.

(ii) For each year thereafter, commencing with the year beginning January 1, 1987, 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 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 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 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 per cent (20%) 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 per cent (50%) of all memberships shall be required.

b. Collection. Such Maintenance Fund and/or Club Operating Fund assessment, together with interest thereon and costs of collection as hereafter provided, shall be a lien upon the property against which each 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 to pay such assessment shall remain a personal obligation and 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 per cent (8%) 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.

22. Maintenance of Approved Facilities. Each owner of a lot agrees to pay to the Association of Owners, the annual assessment chargeable to each lot on or before January 1 each year. The annual assessment shall be a charge on the land, and shall be a continuing lien upon each lot against which each such assessment is made. The assessment so levied by the Association shall be available for use for the care, preservation, supervision, improvement and maintenance and the operation by the Association of the storm water drainage system, and of the Storm Water Detention Basin together with its outlet and water level control structures, and of the park area and improvements situated thereon, including but not limited to: (1) the payment of taxes and insurance in connection therewith; (2) the repair, replacement and making of additions thereto; (3) the payment of the costs of labor and equipment and materials required, and management, supervision, maintenance and repair, and may also be used for such other community purposes as the Association may properly determine.

The Association of Owners shall be obligated to maintain, repair and/or replace, if necessary, the storm water drainage system and the Storm Water Detention system consisting of the Storm Water Detention Basin together with its outlet and water level control structures, as filed with the Allen County Plan Commission in conjunction with this subdivision, approval of which has been granted for the use and benefit of this section of this subdivision, and of further sections of Arlington Park, the cost of which shall be borne by all of the owners and subsequent owners of lots in any and all of the sections of Arlington Park.

The owner of any lot in this section, or any future section, of Arlington Park, and/or the Allen County Drainage Board, or its successor agency, shall have the right to order the Association of Owners to carry out its obligation to maintain, repair and/or replace the storm water drainage system and Storm Water Detention System improvements, as above provided, and to assess the owners of all lots in this section and future sections of Arlington Park with the cost thereof.

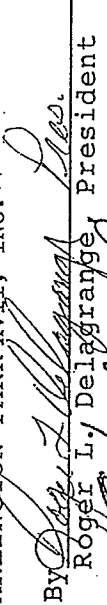
23. Duration and Alteration. These protective covenants, restrictions and limitations shall be construed as, and shall be, covenants running with the land and shall be binding upon all Owners and Lessees of land in said Addition and all persons claiming under them. They shall continue in existence for 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 per cent (75%) of the memberships of the Arlington Park Association; any 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 successors.

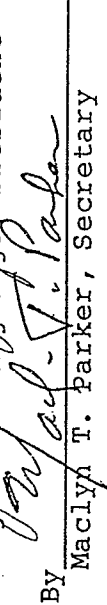
24. Waiver. The failure of either the Developer or an Owner to enforce any covenant contained herein or right arising from any covenant contained herein shall in no case be deemed a waiver of that right or covenant.

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

IN WITNESS WHEREOF, ARLINGTON PARK XVII, INC. by
its President, Roger L. Delagrangre, and its Secretary, DeNeal
Hartman, has hereunto set its hand and seal this 7th day of
October, 1986.

ARLINGTON PARK XVII, INC.

By 
Roger L. Delagrangre, President

By 
Maclyn T. Parker, Secretary

STATE OF INDIANA)

COUNTY OF ALLEN)

) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 7th day of October 1986, personally appeared Roger L. Delagrangre and Maclyn T. Parker, to me known, and known by me to be the persons, who as President and Secretary, respectively, of ARLINGTON PARK XVII, INC., the corporation which executed the foregoing instrument, signed the same and acknowledged to me that they did so sign the same in the name and on behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; and that they were duly authorized thereunto by the Board of Directors of said Corporation.

88-023809

AMENDMENTS TO
DEDICATION, PROTECTIVE COVENANTS, RESTRICTIONS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO
AND MADE A PART OF THE DEDICATION OF THE PLAT OF

ARLINGTON PARK, SECTION XVII,
A SUBDIVISION IN ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

The undersigned, Arlington Park XVII, Inc., an Indiana corporation (the "Developer"), being the developer of Arlington Park, Section XVII, a Subdivision in St. Joseph Township, Allen County, Indiana, according to the recorded plat thereof, and desiring to amend the Protective Covenants, Restrictions and Limitations filed with the Allen County Recorder's office on October 16, 1986 as document number 86-041859, plat book 48, pages 104-107 (the "Covenants") in order to promote harmony of external design and location in relation to surrounding structures and eliminate certain ambiguous language in said Covenants, do hereby amend said Covenants, pursuant to paragraph twenty-three (23) of said Covenants in the following manner:

1. Paragraph eighteen (18) shall be amended as follows:

"18. 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 grade elevations have been approved by the Architectural Control Committee. The Architectural Control Committee shall be comprised of two (2) members, one of whom is to be designated by the Developer and the other of whom is to be designated by the Board of Directors of the Association. The Developer shall have the right, at such time as it may elect, to relinquish its right to designate the member of the Architectural Control Committee to 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 Developer'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 submitted, 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."

88 JUN 17 PM 3:22
ALLEN COUNTY RECORDER

DULY ENTERED FOR TAXATION

JUN 17 1988

INSTRUMENT W 4019

Josiah K. Bloom
AUDITOR OF ALLEN COUNTY

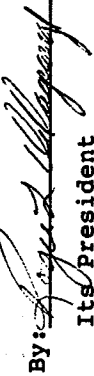
2. Subparagraph b. of paragraph twenty-one (21) shall be amended as follows:


"b. Collection. Such Maintenance Fund and/or Club Operating Fund assessment, together with interest thereon and costs of collection as hereafter provided, shall be a lien upon the property against which each 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/are 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 to pay such assessment shall remain a personal obligation and 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 two percent (2%) per annum over and above the commercial prime rate of Summit Bank of Fort Wayne, Indiana or the banking institution with whom the Association may principally choose to do its banking, 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.

3. Except as otherwise amended herein all other terms and conditions of said Covenants are hereby restated in their entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, Arlington Park XVII, Inc., by Roger L. Delagrange and Maclyn I. Parker, its President and Secretary, respectively, has hereunto set its hand and seal this 10th day of March, 1988.

ARLINGTON PARK XVII, INC.

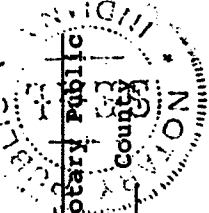
By: 
Its President

ATTEST:
BY: 
Its Secretary

STATE OF INDIANA)
) ss:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 10th day of March, 1988, personally appeared Roger L. Delagrance and Maelyn T. Parker, President and Secretary, respectively, of Arlington Park XVII, Inc., the corporation which executed the foregoing instrument, signed the same and acknowledged to me that they did so sign the same in the name and on behalf of said corporation as such officers; that the same is their free act and deed as such officers and that the free and corporate act and deed of said corporation; and that they were 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.

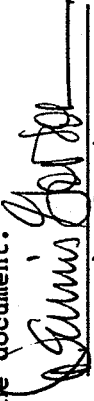

Brenda Malfait Notary Public
Brenda Malfait
A resident of Allen County
Indiana

My Commission Expires: 10/25/88

APPROVAL: AMENDMENT TO PROTECTIVE
 RESTRICTIONS AND LIMITATIONS OF
 ARLINGTON PARK, SECTION XVII

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.

Dated: 12 May 1988


Dennis Gordon

THIS INSTRUMENT PREPARED BY Timothy J. Haffner, Attorney at Law, Baker & Daniels & Shoaff, 2400 Fort Wayne National Bank Building, P. O. Box 12709, Fort Wayne, Indiana 46864.

LOT CURVE DATA

NOTE:
ALL LOT CORNERS ESTABLISHED WITH
1/2 in. x 12 in. REINFORCING BAR.

20 FT. INTERSECTION RADII AT ALL
STREET CORNERS AND CUL-DE-SACS.

828.0 BOXED IN ELEVATIONS
REPRESENT MINIMUM FLOOD
PROTECTION GRADE.

ALL BURIED UTILITIES MUST ALLOW
FOR PROPOSED DRAINAGE SWALE
GRADES AS FOUND ON PLANS.

U. & S.D. EASEMENT denotes
Utility and surface drainage
easement.

LOT	RADIUS	ARC	CHORD	DELTA
948	50	59.35	55.93	68 00 52.7
949	50	44.71	43.24	51 14 13
950	50	69.16	63.78	79 14 54.4
956	250	39.27	39.23	09 00 00
961	300	15.71	15.71	03 00 00
968	250	13.09	13.09	03 00 00
970	250	13.09	13.09	03 00 00
976	300	47.12	47.08	09 00 00

1986 OCT 16 PM 1:00
ALLEN COUNTY RECORDER
Virginia & Young

LEGAL DESCRIPTION

Part of the Northeast Quarter of the Northeast Quarter of Section 23, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

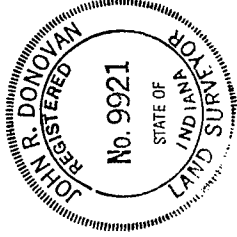
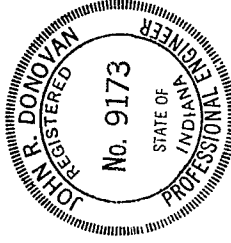
Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 23, Township 31 North, Range 13 East, Allen County, Indiana; thence East along the north line of the NE 1/4 of the NE 1/4 of Sec. 23-31-13, a distance of 538.41 feet; thence south with a deflection angle to the right of 87 degrees 00 minutes a distance of 241.68 feet; thence east with a deflection angle to the left of 90 degrees 00 minutes a distance of 57.67 feet; thence south with a deflection angle to the right of 90 degrees 00 minutes a distance of 130.0 feet; thence west with a deflection angle to the right of 90 degrees 00 minutes a distance of 278.66 feet; thence southwesterly with a deflection angle to the left of 84 degrees 00 minutes a distance of 322.76 feet; thence southeasterly with a deflection angle to the left of 09 degrees 00 minutes a distance of 404.04 feet; thence northwesterly with a deflection angle to the right of 101 degrees 30 minutes a distance of 22.51 feet; thence southwesterly with a deflection angle to the left of 91 degrees 32 minutes a distance of 210.49 feet to a point on the south line of the NE 1/4 of the NE 1/4 of Sec. 23-31-13; thence west with a deflection angle to the right of 86 degrees 10 minutes 20 seconds, along the south line of the NE 1/4 of the NE 1/4 of sec.23-31-13, a distance of 305.57 feet to the Southwest corner of the NE 1/4 of the NE 1/4 of Sec. 23-31-13; thence north with a deflection angle to the right of 88 degrees 54 minutes 40 seconds along the west line of the NE 1/4 of the NE 1/4 of Sec. 23-31-13 a distance of 1314.28 feet to the point of beginning, containing 11.80 Acres.


ACCORDING TO THE FIA FLOOD HAZARD BOUNDARY MAPS,
THE ABOVE DESCRIBED REAL ESTATE IS NOT LOCATED IN
A FLOOD HAZARD AREA.

CERTIFICATION

The undersigned civil engineer and land surveyor hereby certifies that he has made a survey of the real estate shown and described above. Measurements were made and corners perpetuated as shown hereon in accordance with the true and established lines of the property described and also in conformity with the records in the Office of the Recorder of Allen County, Indiana. No encroachments exist except as noted on said survey.

THIS PLAT PREPARED BY AND
CERTIFIED ON THIS 25th DAY
OF AUGUST, 1986.




REGISTERED PROFESSIONAL ENGINEER
REGISTERED LAND SURVEYOR

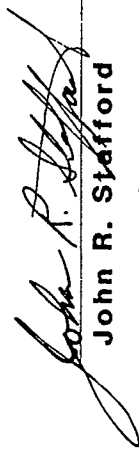
DEVELOPER

ARLINGTON PARK XVII INC.
6008 BRANDY CHASE
FORT WAYNE, INDIANA

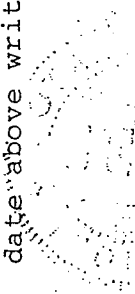
ENGINEER

DONOVAN ENGINEERING
2030 INWOOD DRIVE
EXECUTIVE PARK
FORT WAYNE, INDIANA

CONFIRMED BY THE ZONING ADMINISTRATOR
OF ALLEN COUNTY, INDIANA, ON THIS
16 DAY OF October, 1986.


John R. Stafford
Deputy Director

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



Carol J. Thomson
Carol J. Thomson, Notary Public
Resident of Steuben County

My Commission Expires:

August 22, 1989

APPROVALS

ALLEN COUNTY PLAN COMMISSION

Edward L. Neuffer
Edward L. Neuffer
A. G. Spinson
Arthur G. Spirou

ALLEN COUNTY BOARD OF COMMISSIONERS

Jack R. Worthman
Jack R. Worthman
Richard M. Regedanz
Richard M. Ellenwood
Richard M. Regedanz
Richard M. Regedanz

ALLEN COUNTY SURVEYOR

William L. Sweet
William L. Sweet

10-1-86 Jane M. Imscher

Dr. Jane M. Imscher
HEALTH COMMISSIONER
FORT WAYNE, ALLEN COUNTY
BOARD OF PUBLIC HEALTH

Prepared by George E. Fruechtenicht, Attorney at Law.

EXHIBIT "A"

Part of the Northeast Quarter of the Northeast Quarter of Section 23, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 23, Township 31 North, Range 13 East, Allen County, Indiana; thence East along the north line of the NE 1/4 of the NE 1/4 of Sec. 23-31-13, a distance of 538.41 feet; thence south with a deflection angle to the right of 87 degrees 00 minutes a distance of 241.68 feet; thence east with a deflection angle to the left of 90 degrees 00 minutes a distance of 57.67 feet; thence south with a deflection angle to the right of 90 degrees 00 minutes a distance of 130.0 feet; thence west with a deflection angle to the right of 90 degrees 00 minutes a distance of 278.66 feet; thence southwesterly with a deflection angle to the left of 84 degrees 00 minutes a distance of 322.76 feet; thence southeasterly with a deflection angle to the left of 09 degrees 00 minutes a distance of 404.04 feet; thence northwesterly with a deflection angle to the right of 101 degrees 30 minutes a distance of 22.51 feet; thence southwesterly with a deflection angle to the left of 91 degrees 32 minutes a distance of 210.49 feet to a point on the south line of the NE 1/4 of the NE 1/4 of Sec. 23-31-13; thence west with a deflection angle to the right of 86 degrees 10 minutes 20 seconds, along the south line of the NE 1/4 of the NE 1/4 of Sec. 23-31-13, a distance of 305.57 feet to the Southwest corner of the NE 1/4 of the NE 1/4 of Sec. 23-31-13; thence north with a deflection angle to the right of 88 degrees 54 minutes 40 seconds along the west line of the NE 1/4 of the NE 1/4 of Sec. 23-31-13 a distance of 1314.28 feet to the point of beginning, containing 11.80 Acres.