

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

Assurance Title Company, LLC

(File Number: 21-898)

Auction Tract 1 (Noble County, Indiana)

For November 4, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Mark W. Schuyler and Barbara A. Schuyler



Transaction Identification Data for reference only:

Issuing Agent: Assurance Title Company, LLC
Issuing Office: 102 E. Main St, Albion, IN 46701
ALTA Universal ID: 1125584
File Number: 21-898
Property Address: E 600 N Kendallville, IN 46755

SCHEDULE A

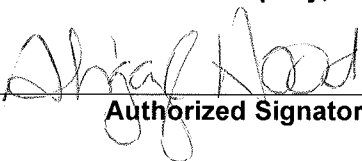
1. Commitment Date: **September 14, 2021, at 8:00 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

Proposed Policy Amount: **To Be Determined**
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**
4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:

Mark W. Schuyler and Barbara A. Schuyler, husband and wife
5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

Assurance Title Company, LLC

By: 
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B

ALTA Commitment for Title Insurance 8-1-16

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Lots Numbered Thirty-four (34), Thirty-five (35), Thirty-six (36) and Thirty-seven (37), as shown on the plat of Cobblestone Section II, an Addition to the City of Kendallville, Indiana, recorded in the Office of the Recorder of Noble County, Indiana, as Instrument No. 980800625 and re-recorded as Instrument No. 980900591.

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. By virtue of I.C.27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
6. If Assurance Title Company will be serving as the closing agent and this closing is held on or after July 1, 2009, funds must be provided to Assurance Title Company in compliance with IC 27-7-3.7, et seq.
7. Warranty Deed from Mark W. Schuyler and Barbara A. Schuyler, husband and wife to Proposed Insured.
8. NOTE: Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
9. Vendors, (Sellers), Closing Affidavit to be furnished this office.
10. Certificate from the secretary of Cobblestone Homeowner's Association to evidence that all dues and assessments levied against the insured premises have been paid in full or that there are none due.
11. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B

ALTA Commitment for Title Insurance 8-1-16

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes for 2020 payable 2021
Parcel No. 004-100442-54
Tax Unit of Orange
State ID No. 57-04-36-200-057.000-010
May 10 \$28.44 PAID
November 10 \$28.44 NOT PAID
Assessed Valuation: Land \$3,600 Improvements \$0
Exemptions \$0
7. Taxes for 2020 payable 2021
Parcel No. 004-100442-55
Tax Unit of Orange
State ID No. 57-04-36-200-058.000-010
May 10 \$36.34 PAID
November 10 \$36.34 NOT PAID
Assessed Valuation: Land \$4,600 Improvements \$0
Exemptions \$0

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B

ALTA Commitment for Title Insurance 8-1-16

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



8. Taxes for 2020 payable 2021
Parcel No. 004-100442-56
Tax Unit of Orange
State ID No. 57-04-36-200-059.000-010
May 10 \$24.48 PAID
November 10 \$24.48 NOT PAID
Assessed Valuation: Land \$3,100 Improvements \$0
Exemptions \$0
9. Taxes for 2020 payable 2021
Parcel No. 004-100442-57
Tax Unit of Orange
State ID No. 57-04-36-200-060.000-010
May 10 \$32.38 PAID
November 10 \$32.38 NOT PAID
Assessed Valuation: Land \$4,100 Improvements \$0
Exemptions \$0
10. Taxes for 2021 due and payable 2022, and subsequent taxes.
11. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
12. The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.
13. Rights of way for drainage tiles, feeders and laterals, if any.
14. Rights of the public, State of Indiana, County of Noble and the municipality in and to that part of the premises taken or used for road purposes.
15. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
16. Easement by and between Cobblestone Developers L.L.C. and the City of Kendallville, Indiana, dated August 18, 1998, recorded August 20, 1998 as Instrument No. 980800628.
17. Minimum building set back requirements and easements as the same appear upon the plat of the insured premises, recorded August 20, 1995 as Instrument No. 980800625, as amended by an amendment recorded September 18, 1998 as Instrument No. 980900591.
18. Restrictive Covenants for Cobblestone Section II, dated August 18, 1998, recorded August 20, 1998 as Instrument No. 980800626.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B

ALTA Commitment for Title Insurance 8-1-16

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



19. NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

20. Restrictive covenants as shown as Document No. 980100424 and amended as Document No. 980800627, in the Office of the Recorder of Noble County, Indiana.

NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

21. Building Set Back Lines, Utility Easements and any other easements as shown on Plat recorded as Document No. 980100423, in the Office of the Recorder of Noble County, Indiana.

22. Easement by and between Leona D. Wysong and Phillip R. Wysong and Jay A. Wysong (The Wysong's) and Cobblestone Developers, LLC, an Indiana Limited Partnership recorded August 16, 1996, as Document No. 9608413, in the Office of the Recorder of Noble County, Indiana.

23. Easement Agreement by and between Michael E. Lemmon and Charles M. Lemmon d/b/a Lemmon Bros., a Partnership and Cobblestone Developers, LLC, dated October 6, 1997 and recorded February 18, 1998, as Document No. 980200619, in the Office of the Recorder of Noble County, Indiana.

24. 24 Month Chain of Title:

Corporate Warranty Deed from Nixon Homes, Inc. to Mark W. Schuyler and Barbara A. Schuyler, husband and wife, dated July 12, 2016 and recorded August 9, 2016 as Instrument No. 160800233.

25. This commitment has been issued without a judgment search being made against the name insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B

ALTA Commitment for Title Insurance 8-1-16

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



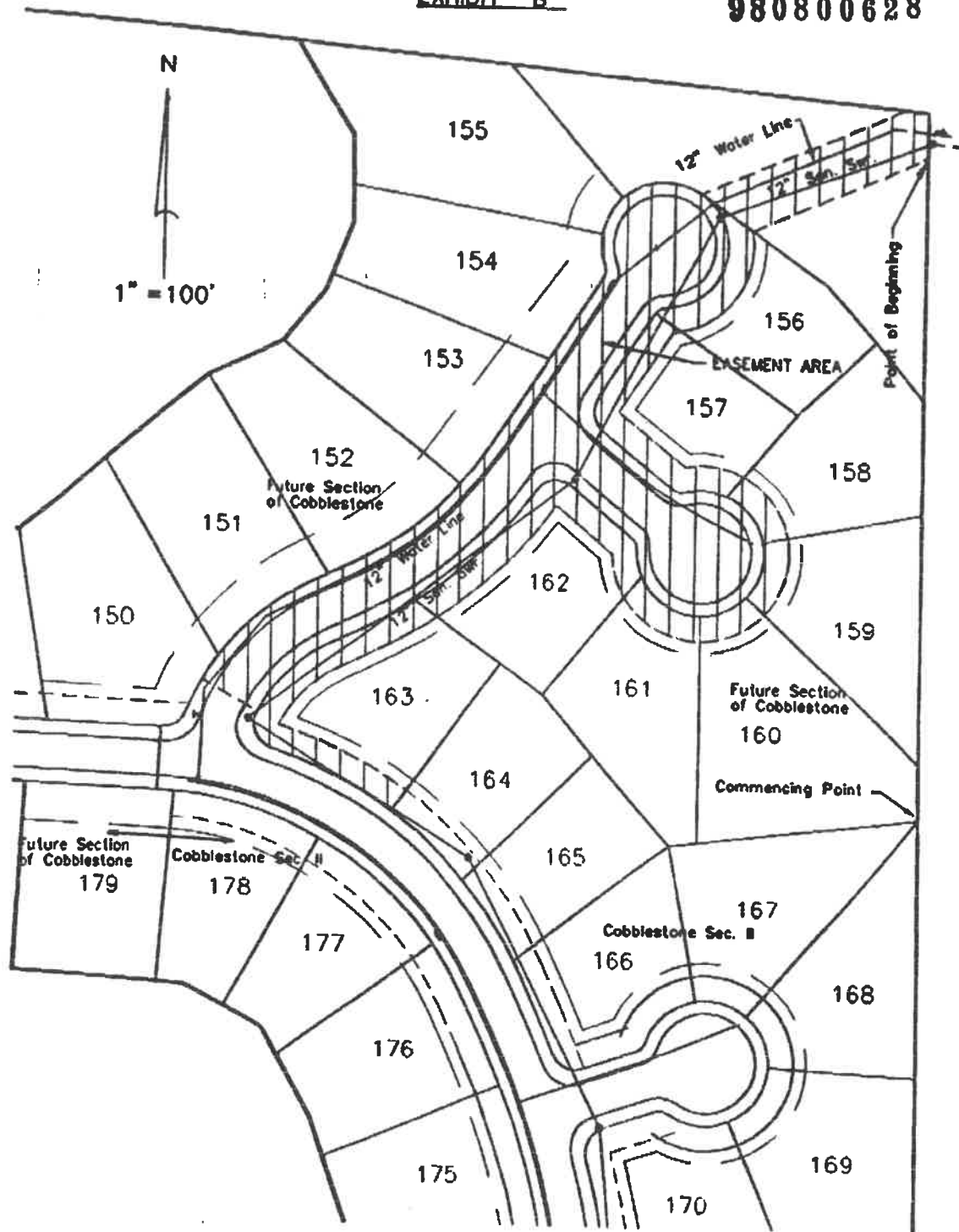
3

This form prepared by: Cliff Patterson / Locke & Associates

980800628

A PART OF THE EAST HALF OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE SECOND PRINCIPLE MERIDIAN IN NOBLE COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 167 IN COBBLESTONE SECTION II AS RECORDED IN THE NOBLE COUNTY RECORDER'S OFFICE; THENCE NORTH 00 DEGREES 09 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 36, 58.94 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE NORTH 00 DEGREES 00 MINUTES 46 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 36, 468.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 66 DEGREES 08 MINUTES 07 SECONDS WEST, 152.30 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 94 DEGREES 08 MINUTES 11 SECONDS, AND A CHORD OF 102.50 FEET BEARING SOUTH 36 DEGREES 25 MINUTES 14 SECONDS WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 115.01 FEET; THENCE SOUTH 33 DEGREES 29 MINUTES 39 SECONDS WEST, 75.86 FEET; THENCE SOUTH 51 DEGREES 03 MINUTES 37 SECONDS EAST, 67.66 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 279 DEGREES 59 MINUTES 23 SECONDS, AND A CHORD OF 90.00 FEET BEARING SOUTH 38 DEGREES 56 MINUTES 23 SECONDS WEST; THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 342.07 FEET; THENCE NORTH 51 DEGREES 03 MINUTES 37 SECONDS WEST, 59.22 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 28 DEGREES 23 MINUTES 31 SECONDS, AND A CHORD OF 169.21 FEET BEARING SOUTH 49 DEGREES 21 MINUTES 02 SECONDS WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 170.96 FEET; THENCE SOUTH 63 DEGREES 32 MINUTES 47 SECONDS WEST, 47.38 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 34 DEGREES 26 MINUTES 54 SECONDS, AND A CHORD OF 68.11 FEET BEARING SOUTH 46 DEGREES 19 MINUTES 20 SECONDS WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 69.14 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 18 DEGREES 57 MINUTES 57 SECONDS, AND A CHORD OF 113.68 FEET BEARING SOUTH 63 DEGREES 31 MINUTES 53 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 114.20 FEET; THENCE SOUTH 36 DEGREES 19 MINUTES 15 SECONDS WEST, 20.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 18 DEGREES 56 MINUTES 35 SECONDS, AND A CHORD OF 106.96 FEET BEARING NORTH 63 DEGREES 32 MINUTES 34 SECONDS WEST; THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 107.45 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 102 DEGREES 06 MINUTES 45 SECONDS, AND A CHORD OF 31.11 FEET BEARING NORTH 21 DEGREES 57 MINUTES 29 SECONDS WEST; THENCE NORTHERLY ALONG SAID CURVE A DISTANCE OF 35.64 FEET; THENCE NORTH 60 DEGREES 54 MINUTES 07 SECONDS WEST, 50.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 34 DEGREES 26 MINUTES 54 SECONDS, AND A CHORD OF 109.56 FEET BEARING NORTH 46 DEGREES 19 MINUTES 20 SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 111.23 FEET; THENCE NORTH 63 DEGREES 32 MINUTES 47 SECONDS EAST, 47.38 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 30 DEGREES 03 MINUTES 08 SECONDS, AND A CHORD OF 142.59 FEET BEARING NORTH 48 DEGREES 31 MINUTES 13 SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 144.24 FEET; THENCE NORTH 33 DEGREES 29 MINUTES 39 SECONDS EAST, 161.14 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 54 DEGREES 18 MINUTES 53 SECONDS, AND A CHORD OF 9.13 FEET BEARING NORTH 06 DEGREES 20 MINUTES 12 SECONDS EAST; THENCE NORTHERLY ALONG SAID CURVE A DISTANCE OF 9.48 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 144 DEGREES 48 MINUTES 29 SECONDS, AND A CHORD OF 95.32 FEET BEARING NORTH 51 DEGREES 35 MINUTES 00 SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 126.37 FEET; THENCE NORTH 66 DEGREES 08 MINUTES 07 SECONDS EAST, 174.63 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY LINE OF CONRAIL RAILROAD; THENCE SOUTH 84 DEGREES 49 MINUTES 57 SECONDS EAST ALONG SAID SOUTHERN RIGHT-OF-WAY, 20.51 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 36; THENCE SOUTH 00 DEGREES 00 MINUTES 46 SECONDS EAST ALONG SAID EAST LINE, 35.71 FEET TO THE POINT OF BEGINNING. CONTAINING 72505.13 SQUARE FEET OR 1.6645 ACRES MORE OR LESS.



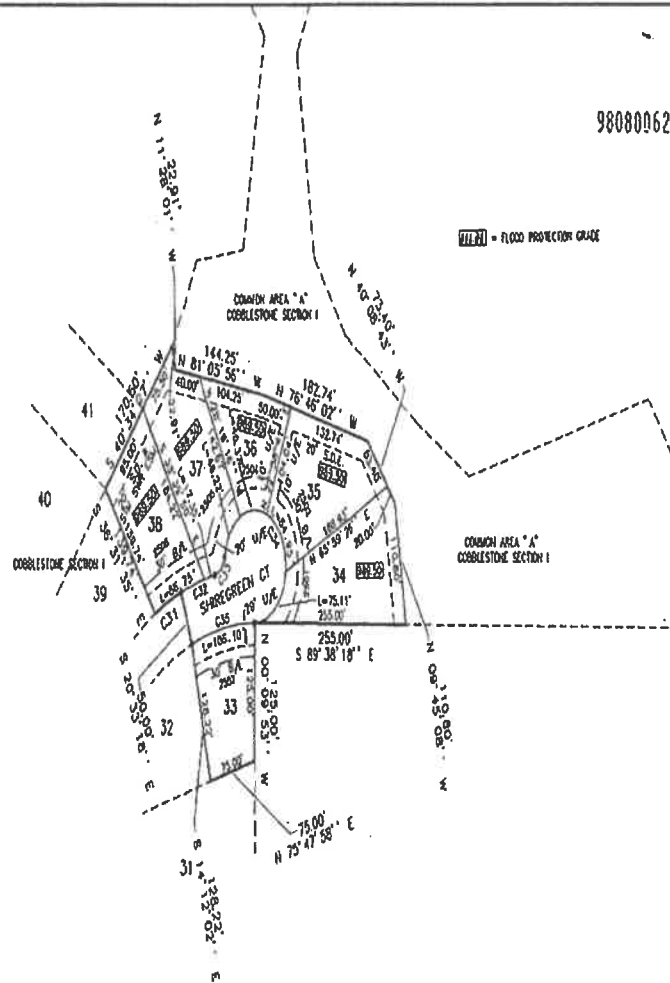
RECORD 15790
 1871 10 15 1988
 15790 15 15 1988

980800625

95 JUN 20 PM 3:00

4

0.5 Acres
 The Noble Co.
 Andrew Noble Co.
 Dan Wyllsa

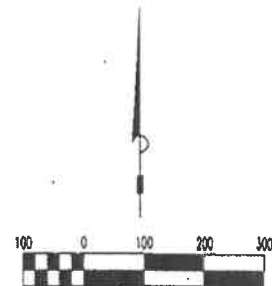


DEVELOPER:
 COBBLESTONE DEVELOPERS L.L.C.
 202 EAST BERRY STREET, SUITE 610
 FORT WAYNE, IN. 46802
 (219) 424-8448

ENGINEER:
 ROCKE & ASSOCIATES
 503 AIRPORT NORTH OFFICE PARK
 FORT WAYNE, IN. 46825
 (219) 489-4895

NUMBER	BACUS	CENTRAL ANGLE	ARC LEN	CHORD DR	CHORD LEN
C31	350.00	37° 37' 44"	48.80	N 65° 37' 50" E	41.57
C32	350.00	37° 37' 42"	53.49	N 75° 09' 05" E	51.43
C33	20.00	69° 06' 13"	24.12	N 44° 18' 18" E	21.69
C34	51.00	280° 16' 31"	231.83	S 40° 07' 33" E	78.00
C35	300.00	28° 15' 47"	106.19	S 79° 34' 36" W	109.55

Lot Description	Lot Area (S.F.)
Lot 33	11628.9342
Lot 34	17805.7593
Lot 35	16672.2180
Lot 36	10713.4879
Lot 37	18092.5900
Lot 38	14093.6786



Scale 1" = 100'

DATE: JUNE 25, 1998

COBBLESTONE SECTION II

A PART OF SEC. 36, ORANGE TWP, NOBLE CO., INDIANA

Lot Description Lot Area (S.F.)

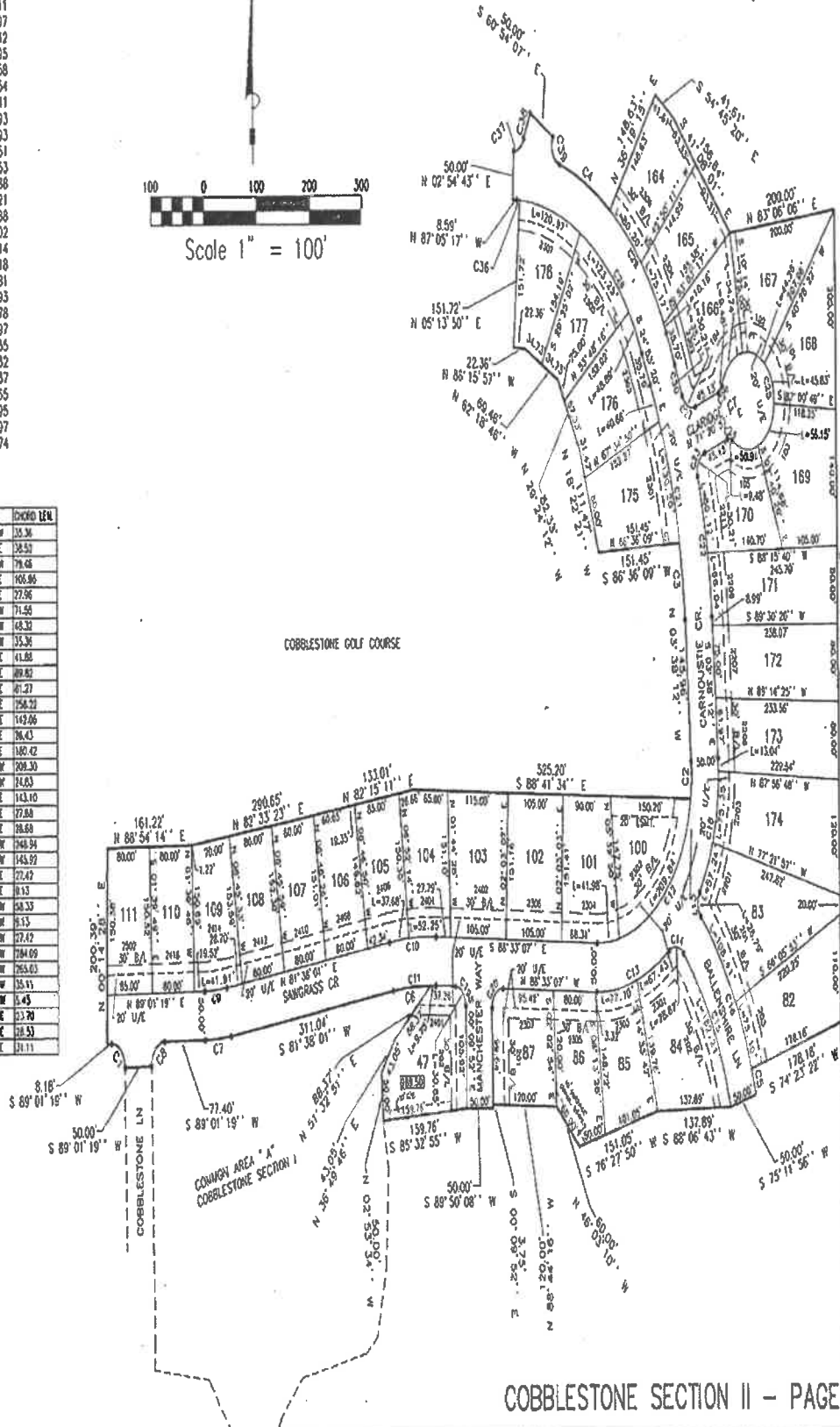
Lot 47	17579.0397
Lot 82	17622.1420
Lot 83	24222.6304
Lot 84	19203.6872
Lot 85	12815.8424
Lot 86	12601.0781
Lot 87	14068.8511
Lot 100	15108.7287
Lot 101	15120.6742
Lot 102	15883.8695
Lot 103	16611.1358
Lot 104	13119.4254
Lot 105	12341.2741
Lot 106	12028.6393
Lot 107	12130.5693
Lot 108	12233.6651
Lot 109	12351.6553
Lot 110	12047.5886
Lot 111	12410.3621
Lot 164	13551.6288
Lot 165	12458.7302
Lot 166	15126.1014
Lot 167	16363.8018
Lot 168	16074.3281
Lot 169	18431.1793
Lot 170	13788.0378
Lot 171	18865.3897
Lot 172	18255.3335
Lot 173	17897.9932
Lot 174	22881.7337
Lot 175	15957.7865
Lot 176	16726.3195
Lot 177	13801.7097
Lot 178	13927.0374



Only Entitled For Laying
This Survey is May 15, 2011
Foster, Hester Co.
Don Chaffin

NUMBER	BEARS	CENTRAL ANGLE	ARC LENGTH	CHORD OR	CHORD LEN
C1	75.00	90°00'00"	36.33	N 45°58'41" E	35.36
C2	175.00	17°38'17"	36.60	N 02°40'57" E	36.57
C3	575.00	96°44'56"	79.51	N 07°00'40" W	79.48
C4	575.00	18°56'35"	107.45	S 63°21'34" E	106.86
C5	425.00	13°46'16"	27.97	S 16°41'11" E	27.96
C6	425.00	108°38'18"	71.82	S 85°57'10" W	71.56
C7	375.00	87°23'18"	48.36	S 85°17'40" W	48.32
C8	75.00	90°00'00"	36.33	S 44°01'10" W	35.36
C9	325.00	87°23'18"	41.81	N 85°18'40" E	41.86
C10	325.00	98°48'55"	89.93	N 85°32'27" E	89.82
C11	475.00	98°48'55"	81.37	N 85°32'27" E	81.27
C12	175.00	99°05'05"	250.42	N 43°54'21" E	250.22
C13	225.00	56°48'18"	144.53	N 75°07'44" E	143.66
C14	20.00	62°43'05"	28.87	S 83°34'54" E	28.43
C15	975.00	127°50'28"	182.21	S 28°43'14" E	180.42
C16	495.00	288°30'38"	711.68	N 85°55'55" W	709.30
C17	20.00	90°45'28"	26.79	N 85°55'55" W	26.83
C18	225.00	17°05'00"	145.63	N 14°54'18" E	143.10
C19	70.00	88°13'14"	30.85	S 48°21'30" E	30.88
C20	70.00	91°36'46"	31.96	N 43°38'30" E	31.68
C21	175.00	11°15'08"	750.37	N 14°15'46" W	748.94
C22	775.00	11°33'05"	145.17	N 09°24'44" W	145.92
C23	20.00	86°32'13"	30.21	N 28°04'50" E	27.42
C24	10.00	54°18'53"	6.46	S 81°20'37" E	6.33
C25	50.00	288°37'46"	299.88	N 15°20'03" W	298.33
C26	18.00	54°18'53"	6.46	S 44°11'31" W	6.33
C27	20.00	96°32'17"	30.21	N 65°22'54" W	27.42
C28	275.00	13°11'38"	288.54	N 53°59'18" W	284.09
C29	375.00	48°07'33"	772.98	N 48°57'06" W	765.63
C30	775.00	107°46'50"	75.11	N 23°38'05" W	75.41
C31	275.00	48°07'33"	5.43	N 86°37'25" W	5.45
C32	20.00	77°33'36"	75.36	N 56°34'58" E	73.70
C33	185.00	286°56'46"	28.56	N 21°40'33" E	28.53
C34	20.00	182°06'15"	25.84	S 21°57'26" E	25.11

11111 = FLOOD PROTECTION GRADE



COBBLSTONE SECTION II
Duly Extended For Ten Years
This 22nd day of July, 1998
Auditor, Noble Co.
D. H. H. H. H.

SURVEYOR'S CERTIFICATE

I, RICHARD K. KARST, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA. THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON June 2nd, 1998, THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST; AND THAT THE LOCATION, SIZE, TYPE AND MATERIAL OF SAID MONUMENTS ARE ACCURATELY SHOWN.

R. K. Karst 6/28/98
REGISTERED LAND SURVEYOR DATE



DEED OF DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE Laid OFF, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS COBBLESTONE SECTION II, AN ADDITION TO THE CITY OF KENDALLVILLE. ALL STREETS AND ALLEYS SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC. BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT. BETWEEN WHICH LINES AND PROPERTY LINES OF THE STREET, THERE SHALL BE ERRECTED OR MAINTAINED NO BUILDING OR STRUCTURE, THERE ARE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED "EASEMENT", RESERVED FOR THE USE OF PUBLIC UTILITIES FOR THE INSTALLATION OF WATER AND SEWER MAINS, SURFACE DRAINAGE, POLES, DUCTS, LINES AND WIRES, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERRECTED OR MAINTAINED UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES. THE FOREGOING COVENANTS ARE TO BE PERPETUAL AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY YEARS FROM THE DATE OF THE RECORDING OF THIS DEDICATION, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS CHANGED BY VOTE OF THE MAJORITY OF THE OWNERS OF THE BUILDING SITES COVERED BY THESE COVENANTS, IN WHOLE OR IN PART. INVALIDATION OF ANY ONE OF THE FOREGOING COVENANTS, BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER COVENANTS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. THE RIGHT TO ENFORCE THESE PROVISIONS BY INJUNCTION, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL, BY DUE PROCESS OF LAW, ANY STRUCTURE OR PART THEREOF ERRECTED, OR MAINTAINED IN VIOLATION HEREOF, IS HEREBY DEDICATED TO THE PUBLIC, AND RESERVED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THIS SUBDIVISION AND TO THEIR HEIRS AND ASSIGNS.

WITNESS OUR HAND AND SEAL THIS 26th DAY OF June, 1998.

COBBLESTONE DEVELOPERS L.L.C., an Indiana Limited Liability Company,
by STURGES GRITIN TRENT DEVELOPMENT CORP., its Manager

Karl L. Bandemer
KARL L. BANDEMER, VICE PRESIDENT

COMMISSION CERTIFICATE

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACT OF 1947, GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF KENDALLVILLE, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF KENDALLVILLE AS FOLLOWS:

APPROVED BY THE KENDALLVILLE CITY PLAN COMMISSION PLAT COMMITTEE AT A MEETING HELD ON THE 18th DAY OF August, 1998

KENDALLVILLE CITY PLAN COMMISSION PLAT COMMITTEE
James R. Smith
John D. Blum
David L. Johnson

STATE OF INDIANA)
COUNTY OF NOBLE)

BEFORE ME THE UNDERSIGNED NOTARY OF PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KARL L. BANDEMER, VICE PRESIDENT OF STURGES GRITIN TRENT DEVELOPMENT CORP. THE MANAGER OF COBBLESTONE DEVELOPERS L.L.C. AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION FOR THE PURPOSES AND USES THEREIN SET FORTH THIS 26th DAY OF June, 1998.

MY COMMISSION EXPIRES: 12-26-99
COUNTY OF RESIDENCE: Allen

Diana J. Pount
NOTARY PUBLIC

6756-20

Duty Entered For Texas
This 12 City of 1952
Andover, Middle Co
Frank W. W. W.

commencing on the centerline of County Road 600N (Dike Road) at a railroad spike marking the Southwest corner of the Southwest Quarter of said Section 36; thence South 81 degrees 28 minutes 18 seconds West, a distance of 8.88 feet along the South line of said Southwest Quarter and the centerline of said County Road 600N to the point of curvature of a tangent curve, concave to the North, having a radius of 537.27 feet, a central angle of 17 degrees 00 minutes 00 seconds, and a chord of 188.39 feet bearing North 82 degrees 00 minutes 42 seconds West; thence Northerly along said curve, a distance of 189.05 feet; thence North 72 degrees 56 minutes 38 seconds West, a distance of 358.22 feet along said centerline; thence North 17 degrees 03 minutes 22 seconds East, a distance of 40.00 feet; thence South 72 degrees 56 minutes 38 seconds East, a distance of 250.00 feet to the point of curvature of a tangent curve, concave to the Northeast, having a radius of 20.00 feet, a central angle of 86 degrees 07 minutes 30 seconds, and a chord of 27.82 feet bearing North 62 degrees 59 minutes 57 seconds East; thence Northerly along said curve, a distance of 30.75 feet; thence North 18 degrees 55 minutes 52 seconds East, a distance of 14.14 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 136.00 feet, a central angle of 42 degrees 15 minutes 44 seconds, and a chord of 98.06 feet bearing North 40 degrees 03 minutes 44 seconds East; thence Northerly along said curve, a distance of 100.32 feet; thence North 61 degrees 11 minutes 36 seconds East, a distance of 52.48 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 100.00 feet, a central angle of 60 degrees 49 minutes 54 seconds, and a chord of 101.25 feet bearing North 30 degrees 45 minutes 39 seconds East; thence Northerly along said curve, a distance of 106.17 feet; thence North 20 degrees 21 minutes 47 seconds East, a distance of 85.20 feet to the point of curvature of a tangent curve, concave to the Southwest, having a radius of 28.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord of 35.36 feet bearing North 44 degrees 38 minutes 18 seconds West; thence Northerly along said curve, a distance of 39.27 feet; thence North 00 degrees 21 minutes 47 seconds East, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 25.00 feet, a central angle of 53 degrees 07 minutes 43 seconds, and a chord of 22.36 feet bearing North 63 degrees 47 minutes 50 seconds East; thence Northerly along said curve, a distance of 23.18 feet; thence South 89 degrees 38 minutes 18 seconds East, a distance of 60.00 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 25.00 feet, a central angle of 30 degrees 03 minutes 22 seconds, and a chord of 12.86 feet bearing South 51 degree 32 minutes 11 seconds East; thence Southerly along said curve, a distance of 13.11 feet; thence South 89 degrees 38 minutes 18 seconds East, a distance of 565.44 feet; thence North 01 degrees 48 minutes 50 seconds West, a distance of 76.92 feet; thence North 41 degrees 59 minutes 59 seconds East, a distance of 114.13 feet; thence North 56 degrees 28 minutes 34 seconds East, a distance of 59.16 feet; thence North 40 degrees 28 minutes 22 seconds East, a distance of 185.29 feet; thence North 39 degrees 02 minutes 44 seconds East, a distance of 61.92 feet; thence North 31 degrees 51 minutes 39 seconds East, a distance of 95.05 feet; thence North 31 degrees 07 minutes 53 seconds East, a distance of 421.16 feet; thence North 29 degrees 59 minutes 01 seconds East, a distance of 172.32 feet; thence South 89 degrees 54 minutes 31 seconds East, a distance of 82.40 feet; thence North 00 degrees 58 minutes 41 seconds West, a distance of 223.66 feet to Northwest corner of a 50.00 foot right-of-way of Cobblestone Lane as shown in Cobblestone Section 1, recorded as Document Number 98-0101023 in the Office of the Recorder of Noble County, Indiana, and the point of curvature of a tangent curve and the POINT OF BEGINNING of the herein described tract; said curve being concave to the Southwest, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord of 35.36 feet bearing North 45 degrees 58 minutes 41 seconds West; thence Northerly along said curve, a distance of 39.27 feet; thence South 89 degrees 01 minutes 19 seconds West, a distance of 0.18 feet; thence North 00 degrees 14 minutes 28 seconds East, a distance of 200.39 feet; thence North 88 degrees 54 minutes 14 seconds East, a distance of 161.22 feet; thence North 82 degrees 33 minutes 23 seconds East, a distance of 290.65 feet; thence North 82 degrees 15 minutes 11 seconds East, a distance of 133.01 feet; thence South 88 degrees 41 minutes 34 seconds East, a distance of 525.20 feet to the point of curvature of a non-tangent curve, concave to the West, having a radius of 175.00 feet, a central angle of 12 degrees 38 minutes 17 seconds, and a chord of 38.52 feet bearing North 02 degrees 40 minutes 57 seconds East; thence Northerly along said curve, a distance of 38.60 feet to the point of tangency; thence North 03 degrees 38 minutes 12 seconds West, a distance of 145.95 feet to the point of curvature of a tangent curve, concave to the West, having a radius of 675.00 feet, a central angle of 06 degrees 44 minutes 36 seconds, and a chord of 79.45 feet bearing North 07 degrees 00 minutes 40 seconds West; thence Northerly along said curve, a distance of 79.51 feet; thence South 88 degrees 36 minutes 09 seconds West, a distance of 151.45 feet; thence North 18 degrees 22 minutes 21 seconds West, a distance of 111.47 feet; thence North 29 degrees 24 minutes 12 seconds West, a distance of 82.33 feet; thence North 62 degrees 18 minutes 45 seconds West, a distance of 69.46 feet; thence North 86 degrees 15 minutes 57 seconds West, a distance of 22.36 feet; thence North 05 degrees 13 minutes 50 seconds East, a distance of 151.72 feet to the point of curvature of a non-tangent curve, concave to the South, having a radius of 275.00 feet, a central angle of 01 degrees 07 minutes 50 seconds, and a chord of 5.43 feet bearing North 86 degrees 31 minutes 23 seconds West; thence Westerly along said curve, a distance of 5.43 feet; thence North 87 degrees 05 minutes 17 seconds West, a distance of 0.59 feet; thence North 02 degrees 54 minutes 43 seconds East, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 20.00 feet, a central angle of 72 degrees 39 minutes 30 seconds, and a chord of 23.70 feet bearing North 55 degrees 34 minutes 58 seconds East; thence Northerly along said curve, a distance of 25.36 feet to the point of curvature of a non-tangent curve, concave to the East, having a radius of 185.00 feet, a central angle of 08 degrees 05 minutes 40 seconds, and a chord of 28.53 feet bearing North 24 degrees 40 minutes 33 seconds East; thence Northerly along said curve, a distance of 28.56 feet; thence South 60 degrees 54 minutes 07 seconds East, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the Northeast, having a radius of 20.00 feet, a central angle of 102 degrees 06 minutes 45 seconds, and a chord of 31.11 feet bearing South 21 degrees 57 minutes 29 seconds East; thence Southerly along said curve, a distance of 35.64 feet to the point of curvature of a non-tangent curve, concave to the Southwest, having a radius of 325.00 feet, a central angle of 18 degrees 56 minutes 35 seconds, and a chord of 106.96 feet bearing South 63 degrees 32 minutes 34 seconds East; thence Southerly along said curve, a distance of 107.45 feet; thence North 36 degrees 19 minutes 15 seconds East, a distance of 146.63 feet; thence South 54 degrees 45 minutes 20 seconds East, a distance of 41.61 feet; thence South 41 degrees 08 minutes 01 seconds East, a distance of 155.64 feet; thence North 83 degrees 06 minutes 06 seconds East, a distance of 280.00 feet to the East line of said Section 36; thence South 00 degrees 09 minutes 52 seconds East, a distance of 835.00 feet along said East line; thence South 74 degrees 23 minutes 22 seconds West, a distance of 178.18 feet to the point of curvature of a non-tangent curve, concave to the Southwest, having a radius of 425.00 feet, a central angle of 03 degrees 46 minutes 14 seconds, and a chord of 23.96 feet bearing South 16 degrees 41 minutes 11 seconds East; thence Southerly along said curve, a distance of 27.97 feet; thence South 75 degrees 11 minutes 36 seconds West, a distance of 50.00 feet; thence South 88 degrees 06 minutes 43 seconds West, a distance of 137.89 feet; thence South 76 degrees 27 minutes 50 seconds West, a distance of 151.05 feet; thence North 46 degrees 03 minutes 10 seconds West, a distance of 60.00 feet; thence North 88 degrees 44 minutes 16 seconds West, a distance of 120.00 feet; thence South 00 degrees 09 minutes 52 seconds East, a distance of 3.75 feet; thence South 89 degrees 50 minutes 07 seconds West, a distance of 50.00 feet; thence North 85 degrees 32 minutes 55 seconds West, a distance of 159.76 feet to the East line of Cobblestone, Section 1; thence North 02 degrees 53 minutes 54 seconds West, a distance of 50.00 feet along said East line; thence North 35 degrees 49 minutes 46 seconds East, a distance of 43.05 feet along said East line; thence North 51 degrees 32 minutes 51 seconds East, a distance of 88.37 feet along said East line to the North line of said Cobblestone, Section 1, point being the point of curvature of a non-tangent curve, concave to the South, having a radius of 475.00 feet, a central angle of 08 degrees 38 minutes 19 seconds, and a chord of 71.55 feet bearing South 85 degrees 57 minutes 10 seconds West; thence Westerly along said curve and North line, a distance of 71.62 feet; thence South 81 degrees 38 minutes 01 seconds West, a distance of 311.04 feet along said North line to the point of curvature of a tangent curve, concave to the North.

Commencing on the easterly of City Road 600N (Droke Road) at a railroad spike marking the Southwest corner of the Southwest Quarter of said Section 36; thence North 89 degrees 28 minutes 18 seconds West, a distance of 8.89 feet along the South line of said Southwest Quarter and the centerline of said County Road 600N to the point of curvature of a tangent curve, concave to the North, having a radius of 637.27 feet, a central angle of 17 degrees 00 minutes 00 seconds, and a chord of 188.39 feet bearing North 82 degrees 00 minutes 42 seconds West; thence Westerly along said curve, a distance of 189.08 feet; thence North 72 degrees 56 minutes 38 seconds West, a distance of 358.72 feet along said centerline; thence North 17 degrees 03 minutes 22 seconds East, a distance of 40.00 feet; thence South 72 degrees 56 minutes 38 seconds East, a distance of 250.00 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 30.00 feet, a central angle of 88 degrees 07 minutes 30 seconds, and a chord of 27.82 feet bearing North 62 degrees 59 minutes 37 seconds East; thence Northeasterly along said curve, a distance of 30.76 feet; thence North 18 degrees 55 minutes 52 seconds East, a distance of 14.44 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 136.00 feet, a central angle of 42 degrees 15 minutes 44 seconds, and a chord of 98.06 feet bearing North 40 degrees 03 minutes 44 seconds East; thence Northeasterly along said curve, a distance of 100.32 feet; thence North 61 degrees 11 minutes 36 seconds East, a distance of 32.68 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 100.00 feet, a central angle of 60 degrees 49 minutes 54 seconds, and a chord of 101.25 feet bearing North 30 degrees 45 minutes 39 seconds East; thence Northeasterly along said curve, a distance of 106.17 feet; thence North 00 degrees 21 minutes 42 seconds East, a distance of 85.20 feet to the point of curvature of a tangent curve, concave to the Southwest, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord of 35.36 feet bearing North 44 degrees 38 minutes 18 seconds West; thence Northeasterly along said curve, a distance of 39.27 feet; thence North 00 degrees 21 minutes 42 seconds East, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 25.00 feet, a central angle of 53 degrees 07 minutes 43 seconds, and a chord of 22.36 feet bearing North 63 degrees 47 minutes 50 seconds East; thence Northeasterly along said curve, a distance of 23.18 feet; thence South 89 degrees 38 minutes 18 seconds East, a distance of 60.80 feet to the point of curvature of a non-tangent curve, concave to the Northeast, having a radius of 25.00 feet, a central angle of 30 degrees 03 minutes 22 seconds, and a chord of 12.96 feet bearing South 51 degrees 32 minutes 11 seconds East; thence Southeasterly along said curve, a distance of 13.11 feet; thence South 89 degrees 38 minutes 18 seconds East, a distance of 565.44 feet; thence North 01 degrees 49 minutes 50 seconds West, a distance of 76.92 feet; thence North 41 degrees 07 minutes 58 seconds East, a distance of 114.13 feet; thence North 56 degrees 28 minutes 34 seconds East, a distance of 59.16 feet; thence North 40 degrees 23 minutes 22 seconds East, a distance of 185.29 feet; thence North 39 degrees 02 minutes 44 seconds East, a distance of 61.92 feet; thence North 31 degrees 51 minutes 39 seconds East, a distance of 95.06 feet; thence North 31 degrees 07 minutes 53 seconds East, a distance of 421.16 feet; thence North 29 degrees 59 minutes 01 seconds East, a distance of 172.32 feet; thence South 89 degrees 54 minutes 31 seconds East, a distance of 92.40 feet; thence North 00 degrees 58 minutes 41 seconds West, a distance of 223.66 feet; thence North 88 degrees 01 minutes 19 seconds East, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the Southeast, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord of 35.35 feet bearing North 44 degrees 01 minutes 19 seconds East; thence Northeasterly along said curve, a distance of 39.27 feet; thence North 89 degrees 01 minutes 19 seconds East, a distance of 77.40 feet to the point of curvature of a tangent curve, concave to the North, having a radius of 375.00 feet, a central angle of 07 degrees 23 minutes 19 seconds, and a chord of 48.32 feet bearing North 85 degrees 19 minutes 40 seconds East; thence Easterly along said curve, a distance of 48.36 feet; thence North 81 degrees 38 minutes 01 seconds East, a distance of 311.04 feet to the point of curvature of a tangent curve, concave to the South, having a radius of 475.00 feet, a central angle of 08 degrees 38 minutes 19 seconds, and a chord of 71.55 feet bearing North 85 degrees 57 minutes 10 seconds East; thence Easterly along said curve, a distance of 71.62 feet; thence South 51 degrees 32 minutes 51 seconds West, a distance of 88.37 feet; thence South 36 degrees 49 minutes 46 seconds West, a distance of 43.05 feet; thence South 02 degrees 53 minutes 34 seconds East, a distance of 59.81 feet; thence South 12 degrees 05 minutes 15 seconds East, a distance of 41.01 feet; thence South 03 degrees 28 minutes 41 seconds West, a distance of 104.71 feet; thence North 13 degrees 06 minutes 22 seconds West, a distance of 78.26 feet; thence South 52 degrees 29 minutes 20 seconds West, a distance of 26.86 feet; thence South 76 degrees 16 minutes 58 seconds West, a distance of 123.15 feet; thence South 44 degrees 11 minutes 53 seconds West, a distance of 56.88 feet; thence South 26 degrees 42 minutes 14 seconds West, a distance of 55.90 feet; thence South 09 degrees 05 minutes 53 seconds East, a distance of 185.34 feet; thence South 38 degrees 09 minutes 21 seconds East, a distance of 87.32 feet; thence South 57 degrees 16 minutes 47 seconds East, a distance of 147.13 feet; thence North 61 degrees 25 minutes 35 seconds East, a distance of 99.63 feet; thence North 77 degrees 04 minutes 47 seconds East, a distance of 307.97 feet; thence South 37 degrees 39 minutes 26 seconds East, a distance of 80.00 feet; thence South 01 degrees 41 minutes 00 seconds West, a distance of 142.02 feet; thence North 89 degrees 38 minutes 18 seconds West, a distance 450.74 feet to the POINT OF BEGINNING of the herein described tract; thence North 09 degrees 45 minutes 08 seconds West, a distance of 110.80 feet; thence North 40 degrees 08 minutes 43 seconds West, a distance of 73.40 feet; thence North 76 degrees 45 minutes 02 seconds West, a distance of 182.74 feet; thence North 81 degrees 03 minutes 56 seconds West, a distance of 144.25 feet; thence North 11 degrees 28 minutes 01 seconds West, a distance of 22.91 feet; thence South 40 degrees 34 minutes 27 seconds West, a distance of 170.50 feet; thence South 36 degrees 31 minutes 35 seconds East, a distance of 139.74 feet to the point of curvature of a non-tangent curve, concave to the Southeast, having a radius of 350.00 feet, a central angle of 07 degrees 37 minutes 44 seconds, and a chord of 46.57 feet bearing North 65 degrees 37 minutes 50 seconds East; thence Northeasterly along said curve, a distance of 46.80 feet; thence South 20 degrees 33 minutes 18 seconds East, a distance of 50.00 feet; thence South 14 degrees 12 minutes 02 seconds East, a distance 128.22 feet; thence North 75 degrees 47 minutes 58 seconds East, a distance of 75.00 feet; thence North 00 degrees 09 minutes 33 seconds West, a distance of 123.00 feet; thence South 89 degrees 38 minutes 18 seconds East, a distance of 255.00 feet to the Point of Beginning; said described tract containing 2.274 acres (99,052,091 square feet), more or less, subject to easements of record.

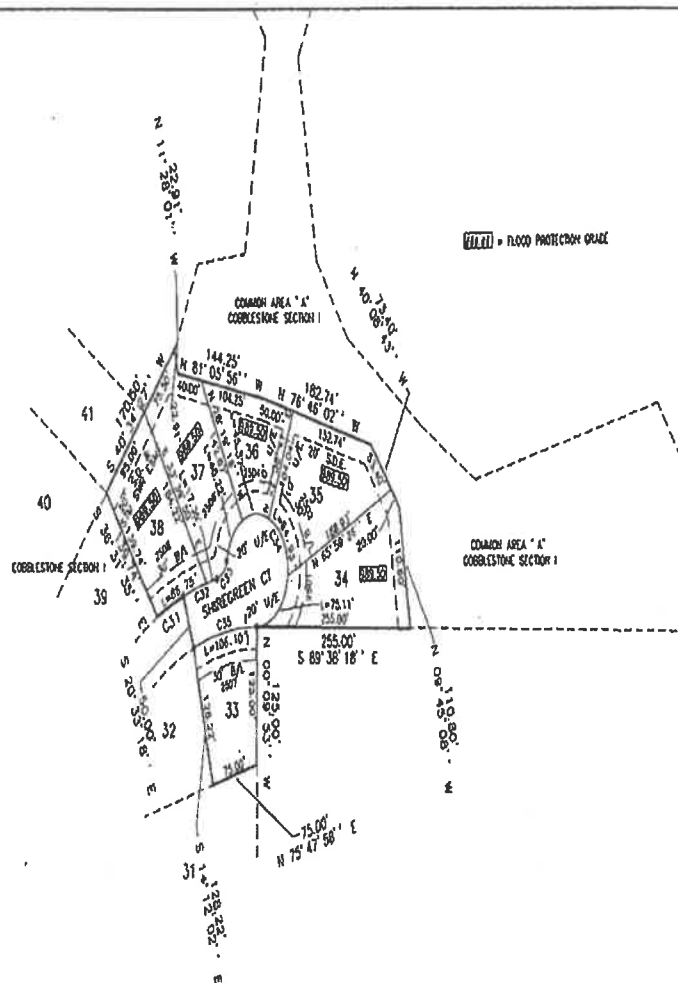
COBBLESTONE SECTION II - PAGE 4 OF 4

RECEIVED FOR RECORD
Noble County Recorder
Noble County, Indiana

980900591

98 SEP 18 PM 2:57

4

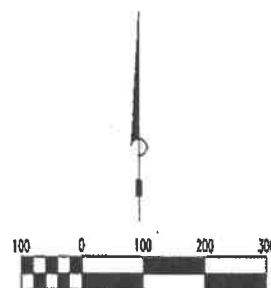


DEVELOPER:
COBBLESTONE DEVELOPERS L.L.C.
202 EAST BERRY STREET, SUITE 610
FORT WAYNE, IN. 46802
(219) 424-8448

ENGINEER:
ROCKE & ASSOCIATES
503 AIRPORT NORTH OFFICE PARK
FORT WAYNE, IN. 46825
(219) 489-4895

HUB/BEARING	CENTRAL ANGLE	ARC LEN.	CHORD DIR.	CHORD LEN.
C31 350.00	87° 37' 46"	46.60	N 65° 37' 56" E	45.57
C32 350.00	107° 24' 42"	57.48	N 74° 09' 00" E	57.43
C33 20.00	89° 06' 13"	24.12	N 44° 18' 18" E	22.96
C34 51.00	289° 14' 51"	23.45	S 49° 07' 35" E	28.20
C35 300.00	20° 15' 47"	106.10	S 79° 34' 36" W	105.55

Lot Description	Lot Area (S.F.)
Lot 33	11628.9342
Lot 34	17895.7583
Lot 35	18572.2180
Lot 36	10713.4879
Lot 37	16092.5900
Lot 38	14093.6786



Scale 1" = 100'

DATE: SEPTEMBER 8, 1998

COBBLESTONE SECTION II

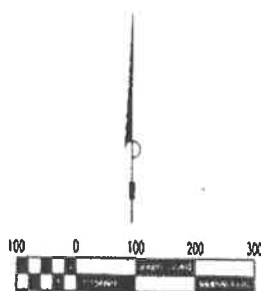
A PART OF SEC. 36, ORANGE TWP, NOBLE CO., INDIANA

APPROVED

Noble County Plat Commission

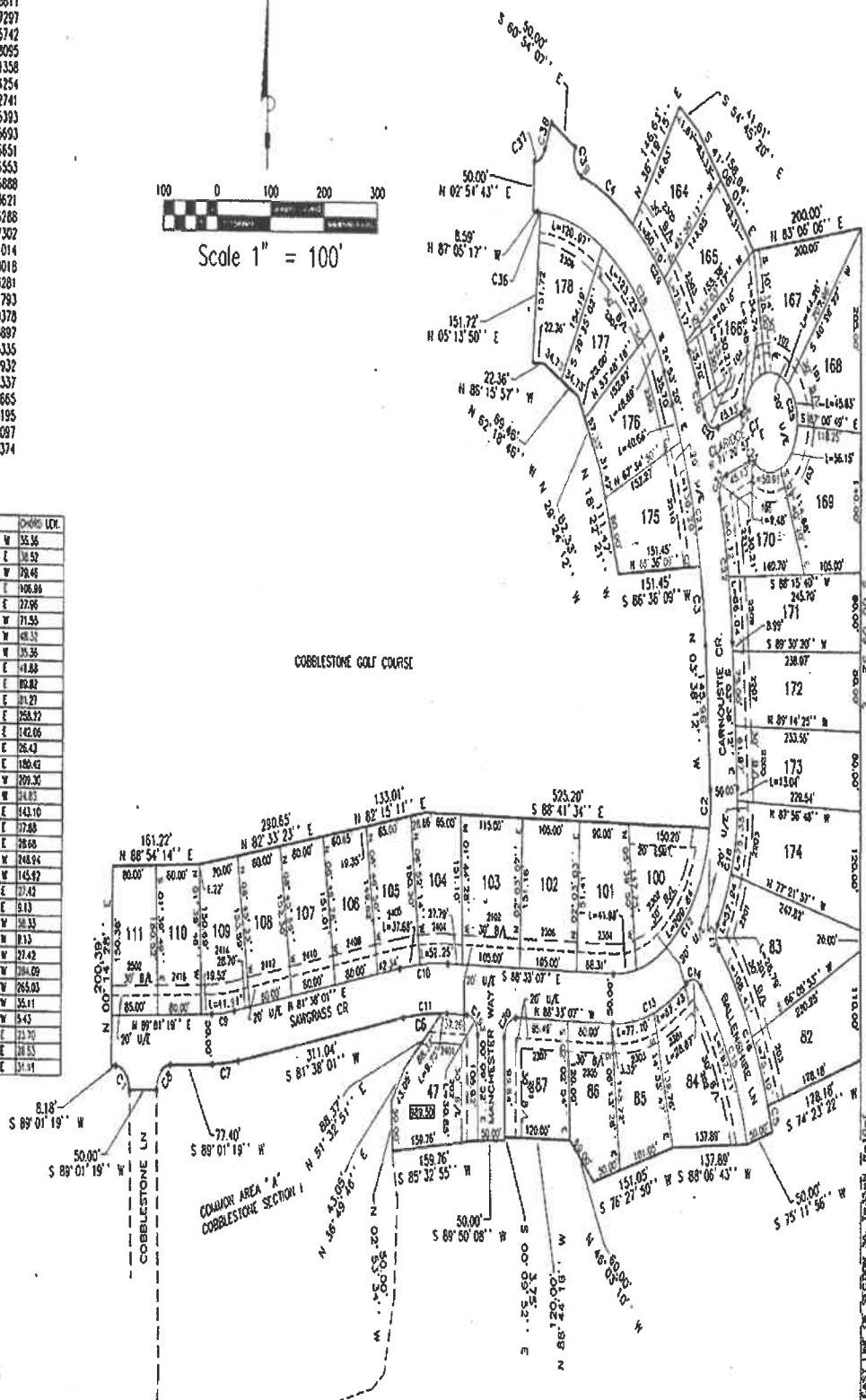
Noted for Record
This is a copy of the original
Author, Noble Co.
Notary Public

Lot Description	Lot Area (S.F.)
Lot 47	17579.0397
Lot 82	17622.1420
Lot 83	24222.6304
Lot 84	19201.6872
Lot 85	12815.8424
Lot 86	12601.0781
Lot 87	14069.8611
Lot 100	15108.7297
Lot 101	15120.6742
Lot 102	15883.8085
Lot 103	16611.1358
Lot 104	13119.4254
Lot 105	12341.2741
Lot 106	12028.6393
Lot 107	12130.5693
Lot 108	12233.6651
Lot 109	12351.6553
Lot 110	12947.6888
Lot 111	12410.3621
Lot 154	13551.6288
Lot 165	12458.7302
Lot 166	15128.1014
Lot 167	16363.8018
Lot 168	16074.3281
Lot 169	18431.1793
Lot 170	13788.0378
Lot 171	18665.3897
Lot 172	18255.5335
Lot 173	17897.9932
Lot 174	22881.7337
Lot 175	15957.7665
Lot 176	16226.3195
Lot 177	13801.7697
Lot 178	13527.0374



NUMBER/ANGLE	CENTRAL ANGLE	ARC LEN.	CHORD DB.	CHORD LEN.
C1	25.00°	107.07' 00"	31.27	107.07' 00"
C2	175.00°	127.30' 17"	38.60	127.30' 17"
C3	175.00°	127.30' 17"	38.60	127.30' 17"
C4	175.00°	127.30' 17"	38.60	127.30' 17"
C5	175.00°	127.30' 17"	38.60	127.30' 17"
C6	175.00°	127.30' 17"	38.60	127.30' 17"
C7	175.00°	127.30' 17"	38.60	127.30' 17"
C8	175.00°	127.30' 17"	38.60	127.30' 17"
C9	175.00°	127.30' 17"	38.60	127.30' 17"
C10	175.00°	127.30' 17"	38.60	127.30' 17"
C11	175.00°	127.30' 17"	38.60	127.30' 17"
C12	175.00°	127.30' 17"	38.60	127.30' 17"
C13	175.00°	127.30' 17"	38.60	127.30' 17"
C14	175.00°	127.30' 17"	38.60	127.30' 17"
C15	175.00°	127.30' 17"	38.60	127.30' 17"
C16	175.00°	127.30' 17"	38.60	127.30' 17"
C17	175.00°	127.30' 17"	38.60	127.30' 17"
C18	175.00°	127.30' 17"	38.60	127.30' 17"
C19	175.00°	127.30' 17"	38.60	127.30' 17"
C20	175.00°	127.30' 17"	38.60	127.30' 17"
C21	175.00°	127.30' 17"	38.60	127.30' 17"
C22	175.00°	127.30' 17"	38.60	127.30' 17"
C23	175.00°	127.30' 17"	38.60	127.30' 17"
C24	175.00°	127.30' 17"	38.60	127.30' 17"
C25	175.00°	127.30' 17"	38.60	127.30' 17"
C26	175.00°	127.30' 17"	38.60	127.30' 17"
C27	175.00°	127.30' 17"	38.60	127.30' 17"
C28	175.00°	127.30' 17"	38.60	127.30' 17"
C29	175.00°	127.30' 17"	38.60	127.30' 17"
C30	175.00°	127.30' 17"	38.60	127.30' 17"
C31	175.00°	127.30' 17"	38.60	127.30' 17"
C32	175.00°	127.30' 17"	38.60	127.30' 17"
C33	175.00°	127.30' 17"	38.60	127.30' 17"
C34	175.00°	127.30' 17"	38.60	127.30' 17"
C35	175.00°	127.30' 17"	38.60	127.30' 17"
C36	175.00°	127.30' 17"	38.60	127.30' 17"
C37	175.00°	127.30' 17"	38.60	127.30' 17"
C38	175.00°	127.30' 17"	38.60	127.30' 17"
C39	175.00°	127.30' 17"	38.60	127.30' 17"
C40	175.00°	127.30' 17"	38.60	127.30' 17"
C41	175.00°	127.30' 17"	38.60	127.30' 17"
C42	175.00°	127.30' 17"	38.60	127.30' 17"
C43	175.00°	127.30' 17"	38.60	127.30' 17"
C44	175.00°	127.30' 17"	38.60	127.30' 17"
C45	175.00°	127.30' 17"	38.60	127.30' 17"
C46	175.00°	127.30' 17"	38.60	127.30' 17"
C47	175.00°	127.30' 17"	38.60	127.30' 17"
C48	175.00°	127.30' 17"	38.60	127.30' 17"
C49	175.00°	127.30' 17"	38.60	127.30' 17"
C50	175.00°	127.30' 17"	38.60	127.30' 17"
C51	175.00°	127.30' 17"	38.60	127.30' 17"
C52	175.00°	127.30' 17"	38.60	127.30' 17"
C53	175.00°	127.30' 17"	38.60	127.30' 17"
C54	175.00°	127.30' 17"	38.60	127.30' 17"
C55	175.00°	127.30' 17"	38.60	127.30' 17"
C56	175.00°	127.30' 17"	38.60	127.30' 17"
C57	175.00°	127.30' 17"	38.60	127.30' 17"
C58	175.00°	127.30' 17"	38.60	127.30' 17"
C59	175.00°	127.30' 17"	38.60	127.30' 17"
C60	175.00°	127.30' 17"	38.60	127.30' 17"
C61	175.00°	127.30' 17"	38.60	127.30' 17"
C62	175.00°	127.30' 17"	38.60	127.30' 17"
C63	175.00°	127.30' 17"	38.60	127.30' 17"
C64	175.00°	127.30' 17"	38.60	127.30' 17"
C65	175.00°	127.30' 17"	38.60	127.30' 17"
C66	175.00°	127.30' 17"	38.60	127.30' 17"
C67	175.00°	127.30' 17"	38.60	127.30' 17"
C68	175.00°	127.30' 17"	38.60	127.30' 17"
C69	175.00°	127.30' 17"	38.60	127.30' 17"
C70	175.00°	127.30' 17"	38.60	127.30' 17"
C71	175.00°	127.30' 17"	38.60	127.30' 17"
C72	175.00°	127.30' 17"	38.60	127.30' 17"
C73	175.00°	127.30' 17"	38.60	127.30' 17"
C74	175.00°	127.30' 17"	38.60	127.30' 17"
C75	175.00°	127.30' 17"	38.60	127.30' 17"
C76	175.00°	127.30' 17"	38.60	127.30' 17"
C77	175.00°	127.30' 17"	38.60	127.30' 17"
C78	175.00°	127.30' 17"	38.60	127.30' 17"
C79	175.00°	127.30' 17"	38.60	127.30' 17"
C80	175.00°	127.30' 17"	38.60	127.30' 17"
C81	175.00°	127.30' 17"	38.60	127.30' 17"
C82	175.00°	127.30' 17"	38.60	127.30' 17"
C83	175.00°	127.30' 17"	38.60	127.30' 17"
C84	175.00°	127.30' 17"	38.60	127.30' 17"
C85	175.00°	127.30' 17"	38.60	127.30' 17"
C86	175.00°	127.30' 17"	38.60	127.30' 17"
C87	175.00°	127.30' 17"	38.60	127.30' 17"
C88	175.00°	127.30' 17"	38.60	127.30' 17"
C89	175.00°	127.30' 17"	38.60	127.30' 17"
C90	175.00°	127.30' 17"	38.60	127.30' 17"
C91	175.00°	127.30' 17"	38.60	127.30' 17"
C92	175.00°	127.30' 17"	38.60	127.30' 17"
C93	175.00°	127.30' 17"	38.60	127.30' 17"
C94	175.00°	127.30' 17"	38.60	127.30' 17"
C95	175.00°	127.30' 17"	38.60	127.30' 17"
C96	175.00°	127.30' 17"	38.60	127.30' 17"
C97	175.00°	127.30' 17"	38.60	127.30' 17"
C98	175.00°	127.30' 17"	38.60	127.30' 17"
C99	175.00°	127.30' 17"	38.60	127.30' 17"
C100	175.00°	127.30' 17"	38.60	127.30' 17"

WALL = FLOOD PROTECTION WALL



SURVEYOR'S CERTIFICATE

I, RICHARD K. KARST, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON 9-9-1998, THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST; AND THAT THE LOCATION, SIZE, TYPE AND MATERIAL OF SAID MONUMENTS ARE ACCURATELY SHOWN.

Richard K. Karst 9-9-98
REGISTERED LAND SURVEYOR DATE



COMMISSION CERTIFICATE

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACT OF 1947, GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF KENDALLVILLE, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF KENDALLVILLE AS FOLLOWS:

APPROVED BY THE KENDALLVILLE CITY PLAN COMMISSION-PLAT COMMITTEE AT A MEETING HELD ON THE 12 DAY OF SEPTEMBER, 1998

KENDALLVILLE CITY PLAN COMMISSION PLAT COMMITTEE

Log D. Ble
David B. Long
Scott R. Long

DEED OF DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAY OFF, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS COBBLESTONE, SECTION II, AN ADDITION TO THE CITY OF KENDALLVILLE. ALL STREETS AND ALLEYS SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC. BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT. BETWEEN WHICH LINES AND PROPERTY LINES OF THE STREET, THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING OR STRUCTURE, THERE ARE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED "EASEMENT", RESERVED FOR THE USE OF PUBLIC UTILITIES FOR THE INSTALLATION OF WATER AND SEWER MAINS, SURFACE DRAINAGE, POLES, CULTS, LINES AND WIRES, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES. THE FOREGOING COVENANTS ARE TO BE PERPETUAL AND SHALL BE BONDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY YEARS FROM THE DATE OF THE RECORDING OF THIS DEDICATION, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS CHANGED BY VOTE OF THE MAJORITY OF THE OWNERS OF THE BUILDING SITES COVERED BY THESE COVENANTS, IN WHOLE OR IN PART. INVALIDATION OF ANY ONE OF THE FOREGOING COVENANTS, BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER COVENANTS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. THE RIGHT TO ENFORCE THESE PROVISIONS BY INJUNCTION, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL, BY DUE PROCESS OF LAW, ANY STRUCTURE OR PART THEREOF ERECTED, OR MAINTAINED IN VIOLATION HEREOF, IS HEREBY DEDICATED TO THE PUBLIC, AND RESERVED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THIS SUBDIVISION AND TO THEIR HEIRS AND ASSIGNS.

WITNESS OUR HAND AND SEAL THIS 15th DAY OF September, 1998.

COBBLESTONE DEVELOPERS L.L.C., an Indiana Limited Liability Company,
by Sturges Griffin Trent Development Corp., its Manager

Karl L. Bandemer
KARL L. BANDEMER, VICE PRESIDENT

STATE OF INDIANA)
COUNTY OF NOBLE)

BEFORE ME THE UNDERSIGNED NOTARY OF PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KARL L. BANDEMER, VICE PRESIDENT OF STURGES GRIFFIN TRENT DEVELOPMENT CORP. THE MANAGER OF COBBLESTONE DEVELOPERS L.L.C. AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION FOR THE PURPOSES AND USES THEREIN SET FORTH THIS 16th DAY OF September, 1998.

MY COMMISSION EXPIRES: 12-24-99
COUNTY OF RESIDENCE: Allen

Diana J. Bonert
NOTARY PUBLIC

17.341 acre tract, Orange Township, Noble County, Indiana
Cobblestone Section 2

Part of the Southeast Quarter of Section 36, Township 35 North, Range 10 East of the Second Principal Meridian in Noble County, Indiana, more particularly described as follows:

Commencing on the centerline in County Road 6004 (Wake Road) of a railroad spike marking the Southeast corner of the Southwest quarter of said Section 36; thence South 89 degrees 29 minutes 18 seconds West, a distance of 8.89 feet along the South line of said Southwest quarter and the centerline of said County Road 6004 to the point of curvature of a tangent curve, concave to the North, having a radius of 637.27 feet, a central angle of 17 degrees 00 minutes 00 seconds, and a chord of 188.39 feet bearing North 82 degrees 00 minutes 42 seconds West; thence Westerly along said curve, a distance of 189.08 feet; thence North 72 degrees 56 minutes 38 seconds West, a distance of 358.22 feet along said centerline; thence North 17 degrees 03 minutes 22 seconds East, a distance of 40.00 feet; thence South 72 degrees 56 minutes 38 seconds East, a distance of 250.00 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 20.00 feet, a central angle of 88 degrees 07 minutes 30 seconds, and a chord of 27.87 feet bearing North 62 degrees 59 minutes 37 seconds East; thence Northeasterly along said curve, a distance of 30.76 feet; thence North 18 degrees 55 minutes 52 seconds East, a distance of 14.44 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 136.00 feet, a central angle of 42 degrees 15 minutes 44 seconds, and a chord of 88.06 feet bearing North 40 degrees 03 minutes 44 seconds East; thence Northeasterly along said curve, a distance of 100.32 feet; thence North 61 degrees 11 minutes 36 seconds East, a distance of 52.68 feet to the point of curvature of a tangent curve, concave to the Northeast, having a radius of 100.00 feet, a central angle of 60 degrees 49 minutes 54 seconds, and a chord of 101.25 feet bearing North 30 degrees 46 minutes 39 seconds East; thence Northeasterly along said curve, a distance of 106.17 feet; thence North 00 degrees 21 minutes 42 seconds East, a distance of 85.20 feet to the point of curvature of a tangent curve, concave to the Southwest, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord of 35.36 feet bearing North 44 degrees 38 minutes 18 seconds West; thence Northeasterly along said curve, a distance of 39.27 feet; thence North 00 degrees 21 minutes 42 seconds East, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 25.00 feet, a central angle of 53 degrees 07 minutes 43 seconds, and a chord of 22.36 feet bearing North 63 degrees 47 minutes 40 seconds East; thence Northeasterly along said curve, a distance of 23.18 feet; thence South 89 degrees 38 minutes 18 seconds East, a distance of 60.00 feet to the point of curvature of a non-tangent curve, concave to the Northeast, having a radius of 25.00 feet, a central angle of 30 degrees 03 minutes 22 seconds, and a chord of 12.96 feet bearing South 51 degrees 32 minutes 11 seconds East; thence Southeasterly along said curve, a distance of 13.11 feet; thence South 89 degrees 38 minutes 18 seconds East, a distance of 565.41 feet; thence North 01 degrees 48 minutes 50 seconds West, a distance of 76.92 feet; thence North 41 degrees 07 minutes 59 seconds East, a distance of 114.13 feet; thence North 56 degrees 28 minutes 34 seconds East, a distance of 58.16 feet; thence North 40 degrees 28 minutes 22 seconds East, a distance of 185.29 feet; thence North 39 degrees 02 minutes 44 seconds East, a distance of 61.92 feet; thence North 31 degrees 51 minutes 39 seconds East, a distance of 95.06 feet; thence North 31 degrees 07 minutes 53 seconds East, a distance of 421.16 feet; thence North 29 degrees 58 minutes 01 seconds East, a distance of 172.37 feet; thence South 89 degrees 54 minutes 31 seconds East, a distance of 92.40 feet; thence North 00 degrees 58 minutes 41 seconds West, a distance of 223.66 feet to the Northwest corner of a 50.00 foot right-of-way of Cobblestone Lane as shown in Cobblestone Section 1, recorded as Document Number 98-010423 in the Office of the Recorder of Noble County, Indiana, and the point of curvature of a tangent curve, and the POINT OF BEGINNING of the herein described tract; said curve being concave to the Southwest, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord of 35.36 feet bearing North 45 degrees 58 minutes 41 seconds West; thence Northeasterly along said curve, a distance of 39.27 feet; thence South 83 degrees 01 minutes 19 seconds West, a distance of 8.18 feet; thence North 00 degrees 14 minutes 28 seconds East, a distance of 200.39 feet; thence North 88 degrees 54 minutes 14 seconds East, a distance of 161.27 feet; thence North 82 degrees 33 minutes 23 seconds East, a distance of 240.65 feet; thence North 62 degrees 15 minutes 11 seconds East, a distance of 133.01 feet; thence South 88 degrees 41 minutes 34 seconds East, a distance of 528.20 feet to the point of curvature of a non-tangent curve, concave to the West, having a radius of 175.00 feet, a central angle of 12 degrees 38 minutes 17 seconds, and a chord of 38.52 feet bearing North 92 degrees 40 minutes 57 seconds East; thence Northerly along said curve, a distance of 38.60 feet to the point of tangency; thence North 03 degree 38 minutes 12 seconds West, a distance of 145.96 feet to the point of curvature of a tangent curve, concave to the West, having a radius of 675.00 feet, a central angle of 06 degrees 44 minutes 56 seconds, and a chord of 79.46 feet bearing North 07 degrees 00 minutes 40 seconds West; thence Northerly along said curve, a distance of 79.51 feet; thence South 88 degrees 36 minutes 09 seconds West, a distance of 151.45 feet; thence North 18 degrees 22 minutes 21 seconds West, a distance of 111.47 feet; thence North 29 degrees 24 minutes 12 seconds West, a distance of 82.33 feet; thence North 62 degrees 18 minutes 46 seconds West, a distance of 69.46 feet; thence North 86 degrees 15 minutes 57 seconds West, a distance of 22.36 feet; thence North 05 degrees 13 minutes 50 seconds East, a distance of 151.72 feet to the point of curvature of a non-tangent curve, concave to the South, having a radius of 275.00 feet; a central angle of 01 degrees 07 minutes 50 seconds, and a chord of 5.43 feet bearing North 86 degrees 31 minutes 23 seconds West; thence Westerly along said curve, a distance of 5.43 feet; thence North 87 degrees 05 minutes 17 seconds West, a distance of 8.50 feet; thence North 02 degrees 54 minutes 43 seconds East, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 20.00 feet, a central angle of 72 degrees 39 minutes 30 seconds, and a chord of 23.70 feet bearing North 56 degrees 34 minutes 58 seconds East; thence Northeasterly along said curve, a distance of 25.36 feet to the point of curvature of a non-tangent curve, concave to the East, having a radius of 185.00 feet, a central angle of 98 degrees 50 minutes 40 seconds, and a chord of 28.53 feet bearing North 24 degrees 40 minutes 33 seconds East; thence Northeasterly along said curve, a distance of 28.56 feet; thence South 60 degrees 54 minutes 07 seconds East, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the Northeast, having a radius of 20.00 feet, a central angle of 102 degrees 06 minutes 45 seconds, and a chord of 31.11 feet bearing South 21 degrees 57 minutes 29 seconds East; thence Southeasterly along said curve, a distance of 35.64 feet to the point of curvature of a non-tangent curve, concave to the Southwest, having a radius of 325.00 feet, a central angle of 18 degrees 56 minutes 35 seconds, and a chord of 106.96 feet bearing South 63 degrees 32 minutes 34 seconds East; thence Southeasterly along said curve, a distance of 107.45 feet; thence North 36 degrees 19 minutes 15 seconds East, a distance of 146.63 feet; thence South 54 degrees 45 minutes 20 seconds East, a distance of 41.61 feet; thence South 41 degrees 08 minutes 01 seconds East, a distance of 156.64 feet; thence North 83 degrees 06 minutes 06 seconds East, a distance of 200.00 feet to the East line of said Section 36; thence South 00 degrees 09 minutes 52 seconds East, a distance of 835.00 feet along said East line; thence South 74 degrees 23 minutes 22 seconds West, a distance of 178.15 feet to the point of curvature of a non-tangent curve, concave to the Southwest, having a radius of 425.00 feet, a central angle of 03 degrees 46 minutes 14 seconds, and a chord of 27.89 feet bearing South 16 degrees 41 minutes 11 seconds East; thence Southeasterly along said curve, a distance of 27.97 feet; thence South 75 degrees 11 minutes 58 seconds West, a distance of 50.00 feet; thence South 88 degrees 06 minutes 43 seconds West, a distance of 137.89 feet; thence South 76 degrees 27 minutes 50 seconds West, a distance of 151.05 feet; thence North 46 degrees 03 minutes 10 seconds West, a distance of 60.00 feet; thence North 88 degrees 44 minutes 16 seconds West, a distance of 120.00 feet; thence South 00 degrees 09 minutes 52 seconds East, a distance of 3.75 feet; thence South 89 degrees 50 minutes 08 seconds West, a distance of 50.00 feet; thence South 85 degrees 32 minutes 55 seconds West, a distance of 159.76 feet to the East line of Cobblestone, Section 1; thence North 02 degrees 53 minutes 34 seconds West, a distance of 50.00 feet along said East line; thence North 36 degrees 49 minutes 46 seconds East, a distance of 43.05 feet along said East line; thence North 51 degrees 32 minutes 51 seconds East, a distance of 88.37 feet along said East line to the North line of said Cobblestone, Section 1, point being the point of curvature of a non-tangent curve, concave to the South, having a radius of 475.00 feet, a central angle of 08 degrees 38 minutes 19 seconds, and a chord of 71.55 feet bearing South 85 degrees 57 minutes 10 seconds West; thence Westerly along said curve and North line, a distance of 71.62 feet; thence South 61 degrees 38 minutes 01 seconds West, a distance of 311.04 feet along said North line to the point of curvature of a tangent curve, concave to the North;

having a radius of 375.00 feet, a total angle of 07 degrees 23 minutes 19 seconds, and a chord of 48.32 feet bearing South 85 degrees 19 minutes 40 seconds West; thence Westerly along said curve and North line, a distance of 48.36 feet; thence South 88 degrees 01 minutes 19 seconds West, a distance of 77.40 feet along said North line to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord of 35.36 feet bearing South 44 degrees 01 minutes 19 seconds West; thence Southwesterly along said curve and said North line, a distance of 39.27 feet; thence South 88 degrees 01 minutes 19 seconds West, a distance of 50.00 feet along said North line to the Point of Beginning; said described tract containing 15,067 acres (656,339,996 square feet), more or less, subject to easements of record.

Together with

Part of the Southwest Quarter of Section 36, Township 35 North, Range 10 East of the Second Principal Meridian in Noble County, Indiana, more particularly described as follows:

Commencing on the centerline of County Road 6004 (Drake Road) at a railroad spike marking the Southeast corner of the Southwest Quarter of said Section 36; thence North 88 degrees 29 minutes 18 seconds West, a distance of 8.88 feet along the South line of said Southwest Quarter and the centerline of said County Road 6004 to the point of curvature of a tangent curve, concave to the North, having a radius of 631.27 feet, a central angle of 17 degrees 00 minutes 00 seconds, and a chord of 188.39 feet bearing North 82 degrees 00 minutes 42 seconds West; thence Westerly along said curve, a distance of 189.08 feet; thence North 72 degrees 56 minutes 30 seconds West, a distance of 358.22 feet along said centerline; thence North 17 degrees 03 minutes 22 seconds East, a distance of 40.60 feet; thence South 72 degrees 56 minutes 38 seconds East, a distance of 250.00 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 20.00 feet, a central angle of 88 degrees 07 minutes 30 seconds, and a chord of 27.82 feet bearing North 62 degrees 59 minutes 37 seconds East; thence Northeasterly along said curve, a distance of 30.76 feet; thence North 18 degrees 55 minutes 52 seconds East, a distance of 14.44 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 136.00 feet, a central angle of 42 degrees 15 minutes 44 seconds, and a chord of 98.06 feet bearing North 40 degrees 03 minutes 44 seconds East; thence Northeasterly along said curve, a distance of 100.32 feet; thence North 61 degrees 11 minutes 36 seconds East, a distance of 32.68 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 100.00 feet, a central angle of 80 degrees 49 minutes 54 seconds, and a chord of 101.25 feet bearing North 30 degrees 46 minutes 39 seconds East; thence Northeasterly along said curve, a distance of 106.17 feet; thence North 00 degrees 21 minutes 42 seconds East, a distance of 85.20 feet to the point of curvature of a tangent curve, concave to the Southwest, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord of 35.35 feet bearing North 44 degrees 38 minutes 18 seconds West; thence Northeasterly along said curve, a distance of 38.27 feet; thence North 00 degrees 21 minutes 42 seconds East, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 25.00 feet, a central angle of 53 degrees 07 minutes 43 seconds, and a chord of 22.38 feet bearing North 63 degrees 47 minutes 50 seconds East; thence Northeasterly along said curve, a distance of 23.18 feet; thence South 89 degrees 38 minutes 18 seconds East, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the Northeast, having a radius of 25.00 feet, a central angle of 30 degrees 03 minutes 22 seconds, and a chord of 12.95 feet bearing South 51 degrees 32 minutes 11 seconds East; thence Southeasterly along said curve, a distance of 13.11 feet; thence South 89 degrees 38 minutes 18 seconds East, a distance of 565.44 feet; thence North 01 degrees 48 minutes 50 seconds West, a distance of 75.92 feet; thence North 41 degrees 07 minutes 58 seconds East, a distance of 114.13 feet; thence North 56 degrees 28 minutes 34 seconds East, a distance of 50.16 feet; thence North 40 degrees 28 minutes 22 seconds East, a distance of 185.29 feet; thence North 39 degrees 02 minutes 44 seconds East, a distance of 61.92 feet; thence North 31 degrees 51 minutes 39 seconds East, a distance of 95.06 feet; thence North 31 degrees 07 minutes 53 seconds East, a distance of 421.16 feet; thence North 29 degrees 59 minutes 01 seconds East, a distance of 172.32 feet; thence South 89 degrees 38 minutes 31 seconds East, a distance of 92.40 feet; thence North 00 degrees 58 minutes 41 seconds West, a distance of 723.66 feet; thence North 89 degrees 01 minutes 19 seconds East, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the Southwest, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord of 35.35 feet bearing North 44 degrees 01 minutes 19 seconds East; thence Northeasterly along said curve, a distance of 39.27 feet; thence North 89 degrees 01 minutes 19 seconds East, a distance of 77.40 feet to the point of curvature of a tangent curve, concave to the North, having a radius of 375.00 feet, a central angle of 07 degrees 23 minutes 19 seconds, and a chord of 48.32 feet bearing North 85 degrees 19 minutes 40 seconds East; thence Easterly along said curve, a distance of 48.36 feet; thence North 81 degrees 38 minutes 01 seconds East, a distance of 311.04 feet to the point of curvature of a tangent curve, concave to the South, having a radius of 475.00 feet, a central angle of 08 degrees 38 minutes 19 seconds, and a chord of 71.55 feet bearing North 85 degrees 57 minutes 10 seconds East; thence Easterly along said curve, a distance of 71.62 feet; thence South 51 degrees 32 minutes 51 seconds West, a distance of 68.37 feet; thence South 36 degrees 49 minutes 46 seconds West, a distance of 43.05 feet; thence South 02 degrees 53 minutes 34 seconds East, a distance of 58.61 feet; thence South 12 degrees 05 minutes 15 seconds East, a distance of 41.01 feet; thence South 03 degrees 28 minutes 41 seconds West, a distance of 100.71 feet; thence South 13 degrees 06 minutes 22 seconds West, a distance of 78.26 feet; thence South 52 degrees 29 minutes 20 seconds West, a distance of 26.56 feet; thence South 78 degrees 16 minutes 58 seconds West, a distance of 123.15 feet; thence South 44 degrees 11 minutes 53 seconds West, a distance of 56.88 feet; thence South 26 degrees 42 minutes 14 seconds West, a distance of 55.90 feet; thence South 09 degrees 05 minutes 53 seconds East, a distance of 118.34 feet; thence South 36 degrees 08 minutes 21 seconds East, a distance of 87.32 feet; thence South 57 degrees 16 minutes 47 seconds East, a distance of 147.13 feet; thence South 61 degrees 25 minutes 35 seconds East, a distance of 99.83 feet; thence North 77 degrees 04 minutes 47 seconds East, a distance of 307.97 feet; thence South 37 degrees 39 minutes 26 seconds East, a distance of 80.00 feet; thence South 01 degrees 41 minutes 00 seconds West, a distance of 142.02 feet; thence North 89 degrees 38 minutes 18 seconds West, a distance of 450.74 feet to the POINT OF BEGINNING of the herein described tract; thence North 09 degrees 45 minutes 08 seconds West, a distance of 116.80 feet; thence North 40 degrees 08 minutes 43 seconds West, a distance of 73.40 feet; thence North 76 degrees 16 minutes 02 seconds West, a distance of 182.74 feet; thence North 81 degrees 05 minutes 56 seconds West, a distance of 144.25 feet; thence North 11 degrees 28 minutes 01 seconds West, a distance of 22.91 feet; thence South 40 degrees 34 minutes 27 seconds West, a distance of 176.50 feet; thence South 35 degrees 31 minutes 35 seconds East, a distance of 139.74 feet to the point of curvature of a non-tangent curve, concave to the Southeast, having a radius of 350.00 feet, a central angle of 07 degrees 37 minutes 44 seconds, and a chord of 46.57 feet bearing North 65 degrees 37 minutes 50 seconds East; thence Northeasterly along said curve, a distance of 46.60 feet; thence South 20 degrees 33 minutes 18 seconds East, a distance of 50.00 feet; thence South 14 degrees 12 minutes 02 seconds East, a distance of 128.22 feet; thence North 75 degrees 47 minutes 58 seconds East, a distance of 75.00 feet; thence North 60 degrees 08 minutes 53 seconds West, a distance of 125.00 feet; thence South 89 degrees 38 minutes 18 seconds East, a distance of 255.00 feet to the Point of Beginning; said described tract containing 2,274 acres (98,052,091 square feet), more or less, subject to easements of record.

NOTE: COVENANTS AND RESTRICTIONS FOR COBBLESTONE SECTION II
ARE RECORDED AS ATTACHMENTS TO THIS PLAT IN THE NOBLE
COUNTY RECORDER'S OFFICE.

980800626

98 AUG 20 PM 3: 09

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, BASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
COBBLESTONE, SECTION II
A SUBDIVISION IN ORANGE TOWNSHIP, NOBLE COUNTY, INDIANA

COBBLESTONE DEVELOPERS LLC, an Indiana limited liability company, hereby declares that it is the Owner and Developer of the real estate shown and described in this plat and does hereby lay off, plat, and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Cobblestone, Section II, a Subdivision in Orange Township, Noble County, Indiana.

The Lots 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 Subdivision 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 the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees, and assigns.

The Lots are numbered from 33 to 38, 47, 82 to 87, 100 to 111, and 164 to 178, 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 Developer anticipates that it will hereafter plat and subdivide additional real estate as one or more additional sections of Cobblestone. The Developer intends that owners of lots in all sections of Cobblestone shall be members of the Association and shall be entitled to the use and enjoyment of all property owned by the Association.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Cobblestone Community Association, Inc., its successors and assigns.

Section 2. "Bylaws" shall mean the Bylaws initially adopted by Cobblestone Community Association, Inc., and all amendments and additions thereto.

Section 3. "Committee" shall mean the Architectural Control Committee, composed of three members appointed by the Developer and who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time shall be filled by appointment of the Developer.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Developer" shall mean and refer to Cobblestone Developers LLC its successors and assigns.

Section 6. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

Section 7. "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 residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "Lot" unless said tract of land has a frontage of 50 feet in width at the established building line as shown on this plat.

980800626

Section 8. "Cobblestone" shall mean and refer to the name by which the real estate which is the subject of this Declaration or any subsequent declaration of any additional section of Cobblestone shall be known.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by the Developer as additional sections of Cobblestone.

Section 11. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals appended to as part of the Dedication and Plat of Cobblestone, Section II.

Section 12. "Subdivision" shall mean Cobblestone, Section II, a subdivision located in Orange Township, Noble County, Indiana.

Section 13. "Villa Association" shall mean Cobblestone Villa Association, Inc., its successors and assigns.

Section 14. "Villa Lot" shall mean each of Lots 33 thru 38, inclusive.

Section 15. "Villa Lot Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Villa Lot.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessments against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(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 members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners of Lots in Cobblestone other than Developer and such members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member(s) shall be the Developer, and such member(s) shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when title to all Lots in all sections of Cobblestone have been conveyed, or on December 31, 2010.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting the Developer, by acceptance of a deed therefore, 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, (2) special assessments for capital improvements; and (3) lot maintenance assessments or charges; such assessments to be established and collected as hereinafter provided. Assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse, or neglect to make any payment of any Assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid Assessments to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Noble County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest, and any costs of collection.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of residents of Cobblestone, and in particular for the maintenance of any Lot prior to commencement of construction of a Dwelling Unit thereon, and for the improvement and maintenance of the lake(s) and all other Common Areas, including but not limited to, repair, maintenance, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 15% by the affirmative vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the affirmative vote or written assent of 51% of each class of members.

Section 5. Notice and Quorum For Any Action Authorized Under Section 3 and 4. Any action authorized under Sections 3 or 4 and requiring an affirmative vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% 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 the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 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, quarterly, or yearly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of Common Area by the Developer to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Lot Maintenance Assessment.

(a) From and after the date of purchase of a Lot until construction of a single-family residence commences, the Owner shall have the responsibility to perform all maintenance on the Lot, including but not limited to, cutting the grass, keeping the Lot free from weeds, and the removal of trash and debris.

(b) In addition to the liens assessed under this Article IV, each Lot Owner, with the exception of the Developer, may be assessed an annual fee at the rate of \$50.00 per month following the Owner acquiring title to the Lot (the "Lot Maintenance Assessment") if the Association in its sole discretion determines it necessary to maintain the Lot as provided in Subparagraph (a) above.

(c) The first annual Lot Maintenance Assessment shall be prorated according to the number of remaining months in the calendar year of purchase, and payment shall be due on January 1 for each succeeding year. After construction commences, the Lot Maintenance Assessment paid in the year of commencement shall be prorated for the remaining month(s) of the year following commencement and be reimbursed to the Lot Owner. The Association may offset such reimbursement against the annual assessment levied under this Article IV in the succeeding year.

(d) From and after the date construction of a single-family residence commences upon a Lot, it shall be the duty of the Lot Owner to perform all maintenance on the Lot, including but not limited to, cutting the grass, keeping the Lot free from weeds, and the removal of all trash and debris. The Association, in its sole discretion, may undertake such Lot maintenance under this Subparagraph (d) should the Lot Owner fail to do so. In that event, the Lot Owner shall immediately, upon written demand, reimburse the Association, its agents and/or independent contractors for all expenses incurred in performing such maintenance upon the Lot.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date as provided in Section 1 of this Article IV. The Association may bring an action at law against the Owner personally obligated to pay the same; may foreclose the lien against the owner's lot in accordance with the provisions of Section 1 of this Article IV; or may do both. No Owner may waive or otherwise escape personal liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a judgment and court order on a foreclosure of any first mortgage shall extinguish the lien of such assessments as to

payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V VILLA ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Villa Lot Owner shall also be a member of the Villa Association. Membership shall be appurtenant to and may not be separated from ownership of any Villa Lot which is subject to assessment.

Section 2. The Villa Association shall have two classes of voting memberships:

Class A. Class A members shall be all Villa Lot Owners other than the Developer and such members shall be entitled to one vote for each Villa Lot owned. When more than one person holds an interest in any Villa Lot, all such persons shall be members. The vote for such Villa Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member shall be the Developer, and such member shall be entitled to five (5) votes for each Villa Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When title to all Villa Lots of Cobblestone have been conveyed, or
- (b) on December 31, 2010.

ARTICLE VI COVENANT FOR VILLA MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Villa Lot Owner, excepting Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Villa Association annual assessments or charges, such assessments to be established and collected as hereinafter provided. Assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Villa Lot Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Villa Association may in its discretion declare the entire balance of unpaid assessments to be due and payable with interest as aforesaid, and file a written Notice of Lien against said Owner's Villa Lot in the office of the Recorder of Noble County, Indiana, which Notice of lien shall perfect the Lien of the Villa Association and have the same force and effect as, and be enforced in the same manner as a mortgage lien under Indiana law, and shall include attorneys' fees, title expenses, interest and any costs of collection.

Section 2. Purpose of Villa Association Assessments. The assessments levied by the Villa Association shall be used exclusively for the purpose of paying for the services which are to be provided to each Villa Lot.

Section 3. Villa Association Assessments. Prior to January 1 of each year, the Board of Directors of the Villa Association shall adopt a budget which shall be used to establish the amount of the Villa Association assessments for each Villa Lot based on those expenses for the next fiscal year which are for services provided to each Villa Lot. The annual Villa Association budget shall contain the proposed assessment on each Villa Lot which shall be uniform for each Villa Lot. A Villa Association assessment may be assessed whether or not the Villa Lot has a Dwelling located on it or is otherwise improved.

The annual Villa Association budget and the assessment shall be established using generally accepted accounting principles applied on a consistent basis. The Villa Association may provide for a reserve fund for unanticipated expenses if the Villa Association Board of Directors deems it appropriate and necessary. Any delay or failure by the Villa Association Board of Directors to prepare a proposed annual budget and to provide the same to the Villa Lot Owners shall not constitute a waiver or release in any manner of the obligations of each Villa Lot Owner to pay the

The annual Villa Association budget shall be submitted at the annual meeting of the members and shall be approved in whole or in part by the majority of the votes cast by the members, provided, however, in no event shall the annual meeting be adjourned without or until the annual budget is approved at such meeting.

Immediately following the adoption of the annual Villa Association budget, each Villa Lot Owner shall be given written notice of the assessment to be assessed against the Villa Lot Owner's Villa Lot. The assessment to be assessed against each Villa Lot shall be paid by the Owner of the Villa Lot in advance in equal annual quarterly installments commencing on the first day of January of such calendar year and on the first day of each quarter thereafter, through and including the following October 1. Payment of the quarterly installments of the Villa assessment shall be made to the Villa Association by each Villa Lot Owner. The Villa Association assessment for the year shall become a lien on each Villa Lot as of January 1 of each calendar year. The above date of assessment and payment may be changed by the Villa Association Board of Directors through rules and regulations or provision in the By-Laws without amending this declaration.

Section 4. Villa Association Services. The Villa Association shall maintain the lawn of each Villa Lot on a scheduled basis as determined by the Villa Association. Villa Lot Owners may plant, install or maintain any flowers, trees, shrubbery or plant material on a Lot with the approval of the Architectural Control Committee. The Villa Association may operate and maintain an irrigation system on each Villa lot, and may determine the interval of irrigation. All water utilized in the irrigation system for each Villa Lot shall be included in that Villa Lot's assessment. The Villa Association shall provide for the removal of snow from the sidewalks and driveways of the Villa Lots according to the guidelines for snow removal adopted by the Villa Association. Each Villa Lot Owner shall be responsible for maintaining at the Villa Lot Owner's expense any trees located on the Villa Lot Owner's Villa Lot, which maintenance shall include but not be limited to pruning and removing any such trees which are dead or unsightly or any unsightly, dead or dangerous portion of such trees. In the event the Villa Association advises a Villa Lot Owner in writing that replacement or removal of a portion or all of a tree or trees which the Villa Lot Owner is responsible to maintain is necessary, after sixty (60) day prior written notice (except that notice is waived in cases of emergency), the Villa Association may in its discretion have the tree or trees maintained or removed and add the amount expended to that Villa Lot's assessment.

Section 5. Maintenance by Owners. Each Villa Lot Owner shall maintain the appearance of the exterior of his Dwelling Unit and shall replace and/or repair any portion thereof which is damaged or in need of repair or replacement, including, without limitation, siding, roofing, plumbing, fixtures, heating and air conditioning systems, driveways, sidewalks, exterior lighting fixtures and other mechanical electrical systems. Notwithstanding the foregoing, no Villa Lot Owner may paint, decorate or make any changes in the appearance of any portion of the exterior of his Dwelling Unit, including sidewalks and driveways, which would vary it from the plans which were approved by the Architectural Control Committee. The Villa Association may at its option notify any Villa Lot Owner of a repair or replacement or any item of maintenance which is needed on the exterior of the dwelling unit or on the Villa Lot, and in the event the Villa Lot Owner does not maintain, repair or replace that item within 30 days after such notice is given by the Villa Association, the Villa Association may maintain, repair or replace that item at its expense and add the cost thereof to that Villa Lot's assessment.

Each Villa Lot Owner grants to the Villa Association and to each of its authorized agents, employees and contractors an easement and license upon and over the Villa Lot Owner's Villa Lot for the purpose of performing the services or exercising the rights reserved to the Villa Association in this section or Section 4 above.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Villa Association. Any assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date as provided in Section 1 of this Article VI. The Villa Association may bring an action at law against the Villa Lot Owner personally obligated to pay the same; may foreclose the lien against the Villa Lot in accordance with the provisions of Section 1 of the Article VI; or may do both. No Villa Lot Owner may waive or otherwise escape personal liability for the assessment provided for herein by abandonment of his Villa Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Villa Lot shall

not affect the assessment lien. However, the sale or transfer of any Villa Lot pursuant to a judgement and court order on a foreclosure of any first mortgage shall extinguish the lien on such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Villa Lot from liability or any assessment thereafter becoming due or from the lien thereof.

ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall, deck, swimming pool or spa, or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until a set of plans and specifications showing: (1) a floor plan (2) front, rear, and side elevations; (3) the type and color of exterior materials shall be submitted to and approved by the Architectural Control Committee. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee fails to approve or disapprove such plans within 60 days after receipt, such plans shall be deemed approved. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed, or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. Neither the Developer, the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors, or assigns shall be liable to anyone by reason of any mistake in judgement, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete set(s) of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building of structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein. In the event the Committee or the Association shall prevail in any litigation brought for the purpose of enforcing compliance with the provisions of this Article VII, it shall be entitled to recover from the defendants reasonable attorney fees and costs incurred in such enforcement.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each Dwelling Unit shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except by approval of the Developer a builder may use his/her home as a model and/or sales center for other homes he/she is building in Cobblestone, and except that a home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, licensed child care center or other licensed or regulated baby-sitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

Section 3. Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots in the Subdivision shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Architectural Control Committee or Board of Directors of the Association for permission to so use said Lots. If permission

for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit.

Section 4. Subdivision of Lots. No lot or combination of Lots may be further subdivided unless 75% of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the City of Kendallville Plan Commission.

Section 5. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install improvements serving such Lot as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, by the Association, or by any aggrieved Lot Owner in this Subdivision.

Section 6. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied, such user or occupier shall first obtain from the City of Kendallville Zoning Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the City of Kendallville Zoning Ordinance.

Section 7. Time for Building Completion. Every Dwelling Unit on any Lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction.

Section 8. Building Sizes. No Dwelling Unit shall be built on any of the following Lots having a living area of the main structure, exclusive of one-story open porches, breezeways, or garages of less square footage than:

<u>Lot #</u>	<u>One Story</u>	<u>Two Story</u>
33 thru 38	1,250 Square Feet	1,600 Square Feet
47, 82 thru 87, and 164 thru 174	1,400 Square Feet	2,000 Square Feet
100 thru 111 and 175 thru 178	1,600 Square Feet	2,200 Square Feet

Section 9. Garages. All Dwelling Units must have at least a full-size, attached, two-car garage.

Section 10. Building Setback. No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line or the rear lot line than the minimum building setback lines shown on the recorded plat. In any event, no Dwelling Unit shall be located nearer than a distance of seven (7) feet to a side Lot line, and no nearer than a distance of twenty-five (25) feet to a rear lot line if there is no rear setback line shown on the recorded plat.

Section 11. Minimum Lot Size. The minimum Lot size for the placement of a dwelling unit is 6,250 square feet. The minimum width at the building setback line of a Lot is 50 feet.

Section 12. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction any Dwelling Unit or other permitted structure on any Lot, and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots.

Section 13. Yard Light. An automatic dusk-to-dawn light of a type and at a location approved by the Architectural Control Committee shall be installed by the builder or Lot Owner on each Lot in front of the front building line.

Section 14. Driveways. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

Section 15. Sidewalks. Plans and specifications for this Subdivision on file with the City of Kendallville 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 and shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such Lot. The cost of installation shall be a lien against such Lot enforceable by the City of Kendallville Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the Builder, said Builder shall be considered an Owner for the purposes of the enforcement of this covenant.

Section 16. Fencing. The only fencing permitted shall be a split rail (two rails high) or a picket fence, either not to exceed four feet high or a privacy fence around an immediate patio of not more than six feet, all which must be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee. Except that no perimeter fencing shall be permitted on lots abutting the golf course.

Section 17. Pools and Hot Tubs. No above ground pool which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article VII.

Section 18. Mailboxes. The initial type and location of mailbox stations will be approved by the Developer.

Section 19. Radio and Television Antennas. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height of six (6) feet above the highest point of the roof shall be attached to any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish shall be permitted on any Lot or on any Dwelling Unit. No solar panels attached or detached shall be permitted.

Section 20. Duty to Repair and Rebuild.

(a) Each Lot Owner shall, at his sole cost and expense, repair his Dwelling Unit, keeping the same in a condition comparable to the condition of such Dwelling Unit at the time its initial construction was completed, excepting only usual wear and tear.

(b) If all or any portion of a Dwelling Unit is destroyed by fire or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such Dwelling Unit in a manner which will substantially restore it to its condition as existed immediately prior to the casualty. No improvement upon a Lot which has been partially or totally destroyed by fire or other casualty shall remain in such condition for more than three (3) months from the time such destruction or damage occurred.

Section 21. Utility and Underground Drainage Easements. Easements for the installation and maintenance of utilities and underground drainage facilities are reserved as shown on the recorded plat. No Owner of any 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 television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance, and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn, or landscaping which may result from installation, repair, or maintenance of such service.

Service 22. Surface Drainage. 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 during and after construction 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.

Section 23. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets shown on this plat are hereby reserved and granted to the Developer, the Association, and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated in Sections 22 and 23 or this Section 24 of Article VIII, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain, and remove all and every type of gas main, water main, and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 24. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are established as set forth on the attached plat as follows:

<u>LOT #</u>	<u>MINIMUM FLOOD PROTECTION GRADES</u>
Lots 34 thru 38	989.50
Lot 47	989.50

Section 25. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained, or used on any Lots.

Section 26. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as sump pump water discharge, roof water, street pavement, and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

Section 27. Use of Other Structures and Vehicles. No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all terrain vehicle (ATV), camper or camping trailer, basement, tent, shack, garage, barn, dog house, or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street, or right-of-way within the Subdivision at any time, or used as a residence either temporarily or permanently. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any Lot (except in the garage) or on any street in Cobblestone. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street on any street in Cobblestone for a period in excess of twenty-four hours in any one calendar year.

Section 28. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 29. Drilling, Refining, Quarrying, and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 30. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising such Lot for sale or rent, or used by a builder to advertise such Lot during the construction and sales period. The Developer or a builder with approval by the Developer, shall have the right to (a) erect larger signs allowed by applicable zoning regulations when advertising the subdivision and (b) place signs on Lots designating the Lot number of said Lots. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

Section 31. Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. No outside incinerators shall be kept or allowed on any Lot.

Section 32. Fires. No outdoor fires for the purpose of burning leaves, grass, or other forms of trash shall be permitted to burn upon any street roadway or Lot in this Subdivision, other than that as related to the construction of a dwelling unit.

Section 33. Rights of Ingress and Egress. The rights of ingress and egress to the Subdivision shall only be in such locations as shown on the Plans and Specifications of the Subdivision.

Section 34. Interaction with Golf Course. All owners, by acceptance of delivery of a deed, assume all risks association with errant golf balls, and all owners agree and covenant not to make any claim or institute any action whatsoever against the developer, the golf course designer, the golf course owner, or the builder of any unit arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the golf course, the lot or the sitting of the dwelling unit.

Section 35. Access to Golf Course. Access to the grounds of Cobblestone Golf Course shall only be permitted at such location as shall be agreed to and designated by Cobblestone Golf Course and the Developer.

Section 36. Easement Across Lots Adjacent to Golf Course. Until such time as a Dwelling Unit is constructed on a Lot which borders a fairway area of the Cobblestone Golf Course the operator of Cobblestone Golf Course shall have a license to permit and authorize their agents and registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rule of the course, without such entering and playing being deemed a trespass.

Section 37. Interference with Play on Golf Course. Owners of Lots bordering on fairways of Cobblestone Golf Course shall be obligated to refrain from any action which would detract from the playing qualities of the course. During any golf tournament held at Cobblestone Golf Course which is sanctioned by any professional golfers' association or international, national or state amateur golf organization, Owners of Lots bordering fairways shall suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause disturbance to the play on the golf course.

Section 38. Swing Sets and Play Equipment. No permanent swing sets or play equipment will be permitted on any Lot abutting the golf course.

Section 39. Area Agriculture. Owners of said lots and their successors in title are on notice and understand that this Subdivision is in a predominantly agricultural area and that farming operations, which may include livestock operations, may be practiced in the area of this Subdivision. With this understanding, all owners of the lots in the Subdivision shall forego their right to bring claim against any farmer or agricultural producer in the area who is practicing normal, reasonable and necessary farming and livestock operations, whether or not such operations now exist or may hereafter exist.

Section 40. Enforceability. The Association, the Developer, the City of Kendallville Plan Commission, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association, the Developer, the City of Kendallville Plan Commission, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 41. Partial Invalidity. Invalidity of any one of the provisions of this Dedication by judgment or court order shall in no wise affect any other provision(s) which shall remain in full force and effect.

Section 42. Covenants, Restrictions, and Extensions. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date this Dedication is recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided this Dedication may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, the Developer, its successors, or assigns shall, with the approval of the City of Kendallville Plan Commission, have the exclusive right for a period of two (2) years from the date of recording of this Dedication to amend any of the provisions of this Dedication.

980800626

IN WITNESS WHEREOF, Cobblestone Developers, LLC, Owner of the real estate described in this Dedication has set its hand this 18th day of August, 1998.

Cobblestone Developers, LLC, an
Indiana limited liability company, by
Sturges, Griffin, Trent Development
Corp., its manager

By: Karl Bandemer
Karl I. Bandemer, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Karl I. Bandemer, Vice President of Sturges Griffin Trent Development Corp., the Manager of Cobblestone Developers, LLC, and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 18th day of August, 1998

Diana Parent
Notary Public
Diana Parent
Printed Name



My Commission Expires:
12-26-99

County of Residence:
Allen

980100424

98 JAN 19 AM 11:16

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
COBBLESTONE, SECTION I
A SUBDIVISION IN ORANGE TOWNSHIP, NOBLE COUNTY, INDIANA**

COBBLESTONE DEVELOPERS, L.L.C., an Indiana Limited Liability Company, hereby declares that it is the Owner and Developer of the real estate shown and described in this plat and does hereby lay off, plat, and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Cobblestone, Section I, a Subdivision in Orange Township, Noble County, Indiana.

The Lots 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 Subdivision 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 the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees, and assigns.

The Lots are numbered from 1 to 32, and 39 to 46 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 Developer anticipates that it will hereafter plat and subdivide additional real estate as one or more additional sections of Cobblestone. The Developer intends that owners of lots in all sections of Cobblestone shall be members of the Association and shall be entitled to the use and enjoyment of all property owned by the Association.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to the Cobblestone Community Association, Inc., its successors and assigns.

Section 2. "Bylaws" shall mean the Bylaws initially adopted by Cobblestone Community Association, Inc., and all amendments and additions thereto.

Section 3. "Committee" shall mean the Architectural Control Committee, composed of three members appointed by the Developer and who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time shall be filled by appointment of the Developer.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Developer" shall mean and refer to Cobblestone Developers, L.L.C. its successors and assigns.

Section 6. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

Section 7. "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 residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "LOT" unless said tract of land has a frontage of 50 feet in width at the established building line as shown on this plat.

980100424

Section 8. "Cobblestone" shall mean and refer to the name by which the real estate which is the subject of this Declaration or any subsequent declaration of any additional section of Cobblestone shall be known.

Section 9. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by the Developer as additional sections of Cobblestone.

Section 11. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals appended to as part of the Dedication and Plat of Cobblestone, Section I.

Section 12. "Subdivision" shall mean Cobblestone, Section I, a subdivision located in Orange Township, Noble County, Indiana.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessments against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(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 members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners of Lots in Cobblestone other than Developer and such members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member(s) shall be the Developer, and such member(s) shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when title to all Lots in all sections of Cobblestone have been conveyed, or on December 31, 2010.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting the Developer, by acceptance of a deed therefore, 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, (2) special assessments for capital improvements; and (3) lot maintenance assessments or charges; such assessments to be established and collected as hereinafter provided. Assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse, or neglect to make any payment of any Assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid Assessments to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Noble County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest, and any costs of collection.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of residents of Cobblestone, and in particular for the maintenance of any Lot prior to commencement of construction of a Dwelling Unit thereon, and for the improvement and maintenance of the lake(s) and all other Common Areas, including but not limited to, repair, maintenance, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 15% by the affirmative vote or written assent of 51% of each class of members.

- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the affirmative vote or written assent of 51% of each class of members.

Section 5. Notice and Quorum For Any Action Authorized Under Section 3 and 4. Any action authorized under Sections 3 or 4 and requiring an affirmative vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes

cast at such meeting, but such vote is less than the requisite 51% 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 the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 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, quarterly, or yearly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of Common Area by the Developer to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Lot Maintenance Assessment.

(a) From and after the date of purchase of a Lot until construction of a single-family residence commences, the Owner shall have the responsibility to perform all maintenance on the Lot, including but not limited to, cutting the grass, keeping the Lot free from weeds, and the removal of trash and debris.

(b) In addition to the liens assessed under this Article IV, each Lot Owner, with the exception of the Developer, may be assessed an annual fee at the rate of \$50.00 per month following the Owner acquiring title to the Lot (the "Lot Maintenance Assessment") if the Association in its sole discretion determines it necessary to maintain the Lot as provided in Subparagraph (a) above.

(c) The first annual Lot Maintenance Assessment shall be prorated according to the number of remaining months in the calendar year of purchase, and payment shall be due on January 1 for each succeeding year. After construction commences, the Lot Maintenance Assessment paid in the year of commencement shall be prorated for the remaining month(s) of the year following commencement and be reimbursed to the Lot Owner. The Association may offset such reimbursement against the annual assessment levied under this Article IV in the succeeding year.

(d) From and after the date construction of a single-family residence commences upon a Lot, it shall be the duty of the Lot Owner to perform all maintenance on the Lot, including but not limited to, cutting the grass, keeping the Lot free from weeds, and the removal of all trash and debris. The Association, in its sole discretion, may undertake such Lot maintenance under this Subparagraph (d) should the Lot Owner fail to do so. In that event, the Lot Owner shall immediately, upon written demand, reimburse the Association, its agents and/or independent contractors for all expenses incurred in performing such maintenance upon the Lot.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date as provided in Section 1 of this Article IV. The Association may bring an action at law against the Owner personally obligated to pay the same; may foreclose the lien against the owner's lot in accordance with the provisions of Section 1 of this Article IV; or may do both. No Owner may waive or otherwise escape personal liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a judgment and court order on a foreclosure of any first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
VILLA ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

980100424

Section 1. Every Owner of Lots 17 thru 32, 39 and 40 shall also be a member of the Villa Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Villa Association shall have two classes of voting memberships:

Class A. Class A members shall be all owners of lots 17 thru 32, 39 and 40 in Cobblestone, Section I, and other than the Developer such members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member(s) shall be the Developer, and such member(s) shall be entitled to five (5) votes for each Lot Owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When title to Lots 17 thru 32, 39 and 40 in Section I of Cobblestone have been conveyed, or

(b) on December 31, 2010.

ARTICLE VI
COVENANT FOR VILLA MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot, excepting Developer, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Villa Association annual assessments or charges, such assessments to be established and collected as hereinafter provided. Assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State on Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any Assessment when due, the Board of Directors of the Villa Association may in its discretion declare the entire balance of unpaid Assessments to be due and payable with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Noble County, Indiana, which Notice of Lien shall perfect the Lien of the Villa Association and have the same force and effect as, and be enforced in the same manner as a mortgage lien under Indiana law, and shall include attorneys' fees, title expenses, interest and any cost of collection.

Section 2. Purpose of Villa Association Assessments. The assessments levied by the Villa Association shall be used exclusively for the purpose of paying for the services which are to be provided to each lot in the Villa Association.

Section 3. Villa Association Assessments. Prior to January 1 of each year, the Board of Directors of the Villa Association shall adopt a budget which shall be used to establish the amount of the Villa Association Assessments for each Lot based on those expenses for the next fiscal year which are for services provided to each Lot. The annual Villa Association budget shall contain the proposed assessment on each Lot which shall be uniform for each Lot. A Villa Association Assessment may be assessed whether or not the Lot has a Dwelling located on it or is otherwise improved.

The annual Villa Association budget and the assessment shall be established using generally accepted accounting principles applied on a consistent basis. The Villa Association may provide for a reserve fund for unanticipated expenses if the Villa Association Board of Directors deems it appropriate and necessary. Any delay or failure by the Villa Association Board of Directors to prepare a proposed annual budget and to provide the same to the Lot Owners shall not constitute a waiver or release in any manner of the obligations of each Lot Owner to pay the Villa Association Assessment as herein provided.

The annual Villa Association budget shall be submitted at the annual meeting of the members and shall be approved in whole or in part by the majority of the votes cast by the members, provided, however, in no event shall the annual meeting be adjourned without or until the annual budget is approved at such meeting.

Immediately following the adoption of the annual Villa Association budget, each Lot Owner shall be given written notice of the assessment to be assessed against the Owner's Lot. The assessment to be assessed against each Lot shall be paid by the owner of that lot in advance in equal annual quarterly installments commencing on the first day of January of such calendar year and on the first day of each quarter thereafter, through and including the following October 1. Payment of the quarterly installments of the Villa Assessment shall be made to the Villa Association by each Lot Owner. The Villa Association assessment for the year shall become a lien on each Lot as of January 1 of each calendar year. The above date of assessment and payment may be changed by the Villa Association Board of Directors through rules and regulations or provision in the By-Laws without amending this declaration.

Section 4. Villa Association Services. The Villa Association shall maintain the lawn of each Lot on a scheduled basis as determined by the Villa Association. Owners may plant, install or maintain any flowers, trees, shrubbery or plant material on a Lot with the approval of the Architectural Control Committee. The Villa Association may operate and maintain an irrigation system on each lot, and may determine the interval of irrigation. All water utilized in the irrigation system for each Lot shall be included to that Lot's assessment. The Villa Association shall provide for the removal of snow from the sidewalks and driveways of the Lots according to the guidelines for snow removal adopted by the Villa Association. Each Owner shall be responsible for maintaining at the Owner's expense any trees located on the Owner's Lot, which maintenance shall include but not be limited to pruning and removing any such trees which are dead or unsightly or any unsightly, dead or dangerous portion of such trees. In the event the Villa Associations advises an Owner in writing that replacement or removal of a portion or all of a tree or trees which the Owner is responsible to maintain is necessary, after sixty (60) day prior written notice (except that notice is waived in cases of emergency), the Villa Association may in its discretion have the tree or trees maintained or removed and add the amount expensed to that Lot's assessment.

Section 5. Maintenance by Owners. Each owner shall maintain the appearance of the exterior of his Dwelling Unit and shall replace and/or repair any portion thereof which is damaged or in need of repair or replacement, including, without limitation, siding, roofing, plumbing, fixtures, heating and air conditioning systems, driveways, sidewalks, exterior lighting fixtures and other mechanical electrical systems. Notwithstanding the foregoing, no owner may paint, decorate or make any changes in the appearance of any portion of the exterior of his Dwelling Unit, including sidewalks and driveways, which would vary it from the plans which were approved by the Architectural Control Committee. The Villa Association may at its option notify any Lot Owner of a repair or replacement or any item of maintenance which is needed on the exterior of the dwelling unit or on the Lot, and in the event the Owner does not maintain, repair or replace that item within 30 days after such notice is given by the Villa Association, the Villa Association may maintain, repair or replace that item at its expense and add the cost thereof to that Lot's assessment.

Each Lot Owner grants to the Villa Association and to each of its authorized agents, employees and contractors an easement and license upon and over the Owner's Lot for the purpose of performing the services or exercising the rights reserved to the Villa Association in this section or Section 4 above.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Villa Association. Any assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date as provided in Section 1 of this Article VI. The Villa Association may bring an action at law against the Owner personally obligated to pay the same; may foreclose the lien against the Lot in accordance with the provisions of Section 1 of the Article VI; or may do both. No Owner may waive or otherwise escape personal liability for the assessment provided for herein by abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a

judgement and court order on a foreclosure of any first mortgage shall extinguish the lien on such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability or any assessment thereafter becoming due or from the lien thereof.

ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall, deck, swimming pool or spa, or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until a set of plans and specifications showing: (1) a floor plan (2) front, rear, and side elevations; (3) the type and color of exterior materials shall be submitted to and approved by the Architectural Control Committee. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee fails to approve or disapprove such plans within 60 days after receipt, such plans shall be deemed approved. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed, or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. Neither the Developer, the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors, or assigns shall be liable to anyone by reason of any mistake in judgement, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete set(s) of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building of structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein. In the event the Committee or the Association shall prevail in any litigation brought for the purpose of enforcing compliance with the provisions of this Article VII, it shall be entitled to recover from the defendants reasonable attorney fees and costs incurred in such enforcement.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each Dwelling Unit shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except by approval of the Developer a builder may use his/her home as a model and/or sales center for other homes he/she is building in Cobblestone, and except that a home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, licensed child care center or other licensed or regulated baby-sitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

Section 3. Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots in the Subdivision shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Architectural Control Committee or Board of Directors of the Association for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit.

Section 4. Subdivision of Lots. No lot or combination of Lots may be further subdivided unless 75% of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the City of Kendallville Plan Commission.

Section 5. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install improvements serving such Lot as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, by the Association, or by any aggrieved Lot Owner in this Subdivision.

Section 6. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied, such user or occupier shall first obtain from the City of Kendallville Zoning Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the City of Kendallville Zoning Ordinance.

Section 7. Time for Building Completion. Every Dwelling Unit on any Lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction.

Section 8. Building Sizes. No Dwelling Unit shall be built on any of the following Lots having a living area of the main structure, exclusive of one-story open porches, breezeways, or garages of less square footage than:

Lot #	One Story	Two Story
1 through 16	1600 Square Feet	2200 Square Feet
41 through 46	1600 Square Feet	2200 Square Feet
17 through 32	1250 Square Feet	1600 Square Feet
39 and 40	1250 Square Feet	1600 Square Feet

Section 9. Garages. All Dwelling Units must have at least a full-size, attached, two-car garage.

Section 10. Building Setback. No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line or the rear lot line than the minimum building setback lines shown on the recorded plat. In any event, no Dwelling Unit shall be located nearer than a distance of seven (7) feet to a side Lot line, and no nearer than a distance of twenty-five (25) feet to a rear lot line if there is no rear setback line shown on the recorded plat.

Section 11. Minimum Lot Size. The minimum Lot size for the placement of a dwelling unit is 6,250 square feet. The minimum width at the building setback line of a Lot is 50 feet.

Section 12. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction any Dwelling Unit or other permitted structure on any Lot, and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots.

Section 13. Yard Light. An automatic dusk-to-dawn light of a type and at a location approved by the Architectural Control Committee shall be installed by the builder or Lot Owner

on each Lot in front of the front building line.

980100424

Section 14. Driveways. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

Section 15. Sidewalks. Plans and specifications for this Subdivision on file with the City of Kendallville 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 and shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such Lot. The cost of installation shall be a lien against such Lot enforceable by the City of Kendallville Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the Builder, said Builder shall be considered an Owner for the purposes of the enforcement of this covenant.

Section 16. Fencing. The only fencing permitted shall be a split rail (two rails high) or a picket fence, either not to exceed four feet high or a privacy fence around an immediate patio of not more than six feet, all which must be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee. Except that no perimeter fencing shall be permitted on lots abutting the golf course.

Section 17. Pools and Hot Tubs. No above ground pool which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article VII.

Section 18. Mailboxes. The initial type and location of mailbox stations will be approved by the Developer.

Section 19. Radio and Television Antennas. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height of six (6) feet above the highest point of the roof shall be attached to any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish shall be permitted on any Lot or on any Dwelling Unit. No solar panels attached or detached shall be permitted.

Section 20. Duty to Repair and Rebuild.

(a) Each Lot Owner shall, at his sole cost and expense, repair his Dwelling Unit, keeping the same in a condition comparable to the condition of such Dwelling Unit at the time its initial construction was completed, excepting only usual wear and tear.

(b) If all or any portion of a Dwelling Unit is destroyed by fire or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such Dwelling Unit in a manner which will substantially restore it to its condition as existed immediately prior to the casualty. No improvement upon a Lot which has been partially or totally destroyed by fire or other casualty shall remain in such condition for more than three (3) months from the time such destruction or damage occurred.

Section 21. Utility and Underground Drainage Easements. Easements for the installation and maintenance of utilities and underground drainage facilities are reserved as shown on the recorded plat. No Owner of any 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 television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance, and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways,

lawn, or landscaping which may result from installation, repair, or maintenance of such service.

980100424

Service 22. Surface Drainage. 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 during and after construction 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.

Section 23. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets shown on this plat are hereby reserved and granted to the Developer, the Association, and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated in Sections 22 and 23 or this Section 24 of Article VIII, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain, and remove all and every type of gas main, water main, and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 24. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are established as set forth on the attached plat as follows:

LOT #	MINIMUM FLOOD PROTECTION GRADES
13 through 24	985.50 ft.
39 through 46	989.00 ft.

Section 25. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained, or used on any Lots.

Section 26. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as sump pump water discharge, roof water, street pavement, and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

Section 27. Use of Other Structures and Vehicles. No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all terrain vehicle (ATV), camper or camping trailer, basement, tent, shack, garage, barn, dog house, or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street, or right-of-way within the Subdivision at any time, or used as a residence either temporarily or permanently. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any Lot (except in the garage) or on any street in Cobblestone. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street on any street in Cobblestone for a period in excess of twenty-four hours in any one calendar year.

Section 28. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 29. Drilling, Refining, Quarrying, and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 30. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising such Lot for sale or rent, or used by a builder to advertise such Lot during the construction and sales period. The Developer or a builder with approval by the Developer, shall have the right to (a) erect larger signs allowed by applicable zoning regulations when advertising the subdivision and (b) place signs on Lots

designating the Lot number of said Lots. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulation. 880100424

Section 31. Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. No outside incinerators shall be kept or allowed on any Lot.

Section 32. Fires. No outdoor fires for the purpose of burning leaves, grass, or other forms of trash shall be permitted to burn upon any street roadway or Lot in this Subdivision, other than that as related to the construction of a dwelling unit.

Section 33. Rights of Ingress and Egress. The rights of ingress and egress to the Subdivision shall only be in such locations as shown on the Plans and Specifications of the Subdivision.

Section 34. Interaction with Golf Course. All owners, by acceptance of delivery of a deed, assume all risks association with errant golf balls, and all owners agree and covenant not to make any claim or institute any action whatsoever against the developer, the golf course designer, the golf course owner, or the builder of any unit arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the golf course, the lot or the siting of the dwelling unit.

Section 35. Access to Golf Course. Access to the grounds of Cobblestone Golf Course shall only be permitted at such location as shall be agreed to and designated by Cobblestone Golf Course and the Developer.

Section 36. Easement Across Lots Adjacent to Golf Course. Until such time as a Dwelling Unit is constructed on a Lot which borders a fairway area of the Cobblestone Golf Course the operator of Cobblestone Golf Course shall have a license to permit and authorize their agents and registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rule of the course, without such entering and playing being deemed a trespass.

Section 37. Interference with Play on Golf Course. Owners of Lots bordering on fairways of Cobblestone Golf Course shall be obligated to refrain from any action which would detract from the playing qualities of the course. During any golf tournament held at Cobblestone Golf Course which is sanctioned by any professional golfers' association or international, national or state amateur golf organization, Owners of Lots bordering fairways shall suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause disturbance to the play on the golf course.

Section 38. Swing Sets and Play Equipment. No permanent swing sets or play equipment will be permitted on any Lot abutting the golf course.

Section 39. Area Agriculture. Owners of said lots and their successors in title are on notice and understand that this Subdivision is in a predominantly agricultural area and that farming operations, which may include livestock operations, may be practiced in the area of this Subdivision. With this understanding, all owners of the lots in the Subdivision shall forego their right to bring claim against any farmer or agricultural producer in the area who is practicing normal, reasonable and necessary farming and livestock operations, whether or not such operations now exist or may hereafter exist.

Section 40. Enforceability. The Association, the Developer, the City of Kendallville Plan Commission, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association, the Developer, the City of Kendallville Plan Commission, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 41. Partial Invalidation. Invalidation of any one of the provisions of this Dedication by judgment or court order shall in no wise affect any other provision(s) which shall remain in full force and effect.

Section 42. Covenants, Restrictions, and Extensions. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date this Dedication is recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided this Dedication may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, the Developer, its successors, or assigns shall, with the approval of the City of Kendallville Plan Commission, have the exclusive right for a period of two (2) years from the date of recording of this Dedication to amend any of the provisions of this Dedication.

IN WITNESS WHEREOF, Cobblestone Developers, L.L.C., Owner of the real estate described in this Dedication has set its hand this 13th day of January, 1992.

**Cobblestone Developers, L.L.C., an
Indiana Limited Liability Company by
Sturges, Griffin, Trent Development
Corp., its manager**

By: Karl I. Bandemer
Karl I. Bandemer, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Karl I. Bandemer, Vice President of Cobblestone Developers, L.L.C., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 23rd day of January, 1998



My Commission Expires:

12-26-99

Notary Public

Diana Parent
Printed Name

County of Residence:

Allen

980800627

AMENDED AND RESTATED PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS AND EASEMENTS TO THE
DEDICATION AND PLAT OF COBBLESTONE, SECTION 1
A SUBDIVISION IN ORANGE TOWNSHIP, NOBLE COUNTY, INDIANA

COBBLESTONE DEVELOPERS LLC, an Indiana limited liability company, is the Developer referred to in the Dedication, Protective Restrictions, Covenants, Limitations, Easements, And Approvals Appended To As Part Of The Dedication And Plat Of Cobblestone, Section 1, A Subdivision In Orange Township, Noble County, Indiana recorded on January 19, 1998 as Document No. 98-0100424 in the office of the Recorder of Noble County, Indiana (the "Dedication"). The Dedication is appended to and a part of the Plat of Cobblestone Section 1 recorded January 19, 1998 as Document No. 98-0100423 in the office of the Recorder of Noble County, Indiana.

Pursuant to Section 42 of Article VIII of the Dedication, the Developer reserved to itself the exclusive right for a period of two years from the date of recording of the Dedication, with the approval of the City of Kendallville Plan Commission, to amend any of the provisions of the Dedication.

The Developer desires to include certain additional Lots as Villa Lots subject to assessment by the Villa Association and desires to amend and restate certain portions of the Dedication for that purpose and for the purpose of clarifying the meaning and intent of the Dedication with respect to Villa Lots and the Villa Association.

NOW, THEREFORE, acting with the approval of the City of Kendallville Plan Commission, the Developer does hereby amend and restate the Dedication as hereinafter provided.

The Subdivision shall continue to be known and designated as Cobblestone, Section 1, A Subdivision In Orange Township, Noble County, Indiana. All subsequent references herein to "Dedication" shall mean the Dedication as amended and restated by this instrument.

The Lots 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 Subdivision 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 the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees, and assigns.

The Lots are numbered from 1 to 32, and 39 to 46 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 Developer anticipates that it will hereafter plat and subdivide additional real estate as one or more additional sections of Cobblestone. The Developer intends that owners of lots in all sections of Cobblestone shall be members of the Association and shall be entitled to the use and enjoyment of all property owned by the Association.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Cobblestone Community Association, Inc., its successors and assigns.

Section 2. "Bylaws" shall mean the Bylaws initially adopted by Cobblestone Community Association, Inc., and all amendments and additions thereto.

Section 3. "Committee" shall mean the Architectural Control Committee, composed of three members appointed by the Developer and who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time shall be filled by appointment of the Developer.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Developer" shall mean and refer to Cobblestone Developers LLC its successors and assigns.

Section 6. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

Section 7. "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 residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "Lot" unless said tract of land has a frontage of 50 feet in width at the established building line as shown on this plat.

Section 8. "Cobblestone" shall mean and refer to the name by which the real estate which is the subject of this Declaration or any subsequent declaration of any additional section of Cobblestone shall be known.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by the Developer as additional sections of Cobblestone.

Section 11. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals appended to as part of the Dedication and Plat of Cobblestone, Section I.

Section 12. "Subdivision" shall mean Cobblestone, Section I, a subdivision located in Orange Township, Noble County, Indiana.

Section 13. "Villa Association" shall mean Cobblestone Villa Association, Inc., its successors and assigns.

Section 14. "Villa Lot" shall mean each of Lots 1 thru 7, Lots 17 thru 32 and Lots 39 and 40.

Section 15. "Villa Lot Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Villa Lot.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessments against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(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 members. No such dedication or transfer shall be

effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners of Lots in Cobblestone other than Developer and such members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member(s) shall be the Developer, and such member(s) shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when title to all Lots in all sections of Cobblestone have been conveyed, or on December 31, 2010.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting the Developer, by acceptance of a deed therefore, 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, (2) special assessments for capital improvements; and (3) lot maintenance assessments or charges; such assessments to be established and collected as hereinafter provided. Assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse, or neglect to make any payment of any Assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid Assessments to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Noble County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest, and any costs of collection.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of residents of Cobblestone, and in particular for the maintenance of any Lot prior to commencement of construction of a Dwelling Unit thereon, and for the improvement and maintenance of the lake(s) and all other Common Areas, including but not limited to, repair, maintenance, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of

980800627

the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 15% by the affirmative vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the affirmative vote or written assent of 51% of each class of members.

Section 5 Notice and Quorum For Any Action Authorized Under Section 3 and 4. Any action authorized under Sections 3 or 4 and requiring an affirmative vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% 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 the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 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, quarterly, or yearly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of Common Area by the Developer to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Lot Maintenance Assessment.

(a) From and after the date of purchase of a Lot until construction of a single-family residence commences, the Owner shall have the responsibility to perform all maintenance on the Lot, including but not limited to, cutting the grass, keeping the Lot free from weeds, and the removal of trash and debris.

(b) In addition to the liens assessed under this Article IV, each Lot Owner, with the exception of the Developer, may be assessed an annual fee at the rate of \$50.00 per month following the Owner acquiring title to the Lot (the "Lot Maintenance Assessment") if the Association in its sole discretion determines it necessary to maintain the Lot as provided in Subparagraph (a) above.

(c) The first annual Lot Maintenance Assessment shall be prorated according to the number of remaining months in the calendar year of purchase, and payment shall be due on January 1 for each succeeding year. After construction commences, the Lot Maintenance Assessment paid in the year of commencement shall be prorated for the remaining month(s) of the year following commencement and be reimbursed to the Lot Owner. The Association may offset such reimbursement against the annual assessment levied under this Article IV in the succeeding year.

(d) From and after the date construction of a single-family residence commences upon a Lot, it shall be the duty of the Lot Owner to perform all maintenance on the Lot,

including but not limited to, cutting the grass, keeping the Lot free from weeds, and the removal of all trash and debris. The Association, in its sole discretion, may undertake such Lot maintenance under this Subparagraph (d) should the Lot Owner fail to do so. In that event, the Lot Owner shall immediately, upon written demand, reimburse the Association, its agents and/or independent contractors for all expenses incurred in performing such maintenance upon the Lot.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date as provided in Section 1 of this Article IV. The Association may bring an action at law against the Owner personally obligated to pay the same; may foreclose the lien against the owner's lot in accordance with the provisions of Section 1 of this Article IV; or may do both. No Owner may waive or otherwise escape personal liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a judgment and court order on a foreclosure of any first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

VILLA ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Villa Lot Owner shall also be a member of the Villa Association. Membership shall be appurtenant to and may not be separated from ownership of any Villa Lot which is subject to assessment.

Section 2. The Villa Association shall have two classes of voting memberships:

Class A. Class A members shall be all Villa Lot Owners other than the Developer and such members shall be entitled to one vote for each Villa Lot owned. When more than one person holds an interest in any Villa Lot, all such persons shall be members. The vote for such Villa Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member shall be the Developer, and such member shall be entitled to five (5) votes for each Villa Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When title to all Villa Lots of Cobblestone have been conveyed, or
- (b) on December 31, 2010.

ARTICLE VI

COVENANT FOR VILLA MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot, excepting Developer, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Villa Association annual assessments or charges, such assessments to be established and collected as hereinafter provided. Assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any Assessment when due, the Board of Directors of the Villa Association may in its discretion declare the entire balance of unpaid Assessments to be due and payable with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Noble County, Indiana, which Notice of Lien shall perfect the Lien of the Villa Association and have the same force and effect as, and be enforced in the same manner as a mortgage lien under Indiana law, and shall include attorneys' fees,

title expenses, interest and any cost of collection.

980800627

Section 2. Purpose of Villa Association Assessments. The assessments levied by the Villa Association shall be used exclusively for the purpose of paying for the services which are to be provided to each lot in the Villa Association.

Section 3. Villa Association Assessments. Prior to January 1 of each year, the Board of Directors of the Villa Association shall adopt a budget which shall be used to establish the amount of the Villa Association Assessments for each Lot based on those expenses for the next fiscal year which are for services provided to each Lot. The annual Villa Association budget shall contain the proposed assessment on each Lot which shall be uniform for each Lot. A Villa Association Assessment may be assessed whether or not the Lot has a Dwelling located on it or is otherwise improved.

The annual Villa Association budget and the assessment shall be established using generally accepted accounting principles applied on a consistent basis. The Villa Association may provide for a reserve fund for unanticipated expenses if the Villa Association Board of Directors deems it appropriate and necessary. Any delay or failure by the Villa Association Board of Directors to prepare a proposed annual budget and to provide the same to the Lot Owners shall not constitute a waiver or release in any manner of the obligations of each Lot Owner to pay the Villa Association Assessment as herein provided.

The annual Villa Association budget shall be submitted at the annual meeting of the members and shall be approved in whole or in part by the majority of the votes cast by the members, provided, however, in no event shall the annual meeting be adjourned without or until the annual budget is approved at such meeting.

Immediately following the adoption of the annual Villa Association budget, each Lot Owner shall be given written notice of the assessment to be assessed against the Owner's Lot. The assessment to be assessed against each Lot shall be paid by the owner of that lot in advance in equal annual quarterly installments commencing on the first day of January of such calendar year and on the first day of each quarter thereafter, through and including the following October 1. Payment of the quarterly installments of the Villa Assessment shall be made to the Villa Association by each Lot Owner. The Villa Association assessment for the year shall become a lien on each Lot as of January 1 of each calendar year. The above date of assessment and payment may be changed by the Villa Association Board of Directors through rules and regulations or provision in the By-Laws without amending this declaration.

Section 4. Villa Association Services. The Villa Association shall maintain the lawn of each Lot on a scheduled basis as determined by the Villa Association. Owners may plant, install or maintain any flowers, trees, shrubbery or plant material on a Lot with the approval of the Architectural Control Committee. The Villa Association may operate and maintain an irrigation system on each lot, and may determine the interval of irrigation. All water utilized in the irrigation system for each Lot shall be included to that Lot's assessment. The Villa Association shall provide for the removal of snow from the sidewalks and driveways of the Lots according to the guidelines for snow removal adopted by the Villa Association. Each Owner shall be responsible for maintaining at the Owner's expense any trees located on the Owner's Lot, which maintenance shall include but not be limited to pruning and removing any such trees which are dead or unsightly or any unsightly, dead or dangerous portion of such trees. In the event the Villa Association advises an Owner in writing that replacement or removal of a portion or all of a tree or trees which the Owner is responsible to maintain is necessary, after sixty (60) day prior written notice (except that notice is waived in cases of emergency), the Villa Association may in its discretion have the tree or trees maintained or removed and add the amount expended to that Lot's assessment.

Section 5. Maintenance by Owners. Each owner shall maintain the appearance of the exterior of his Dwelling Unit and shall replace and/or repair any portion thereof which is damaged or in need of repair or replacement, including, without limitation, siding, roofing, plumbing, fixtures, heating and air conditioning systems, driveways, sidewalks, exterior lighting fixtures and other mechanical electrical systems. Notwithstanding the foregoing, no owner may paint, decorate or make any changes in the appearance of any portion of the exterior of his Dwelling Unit, including sidewalks and driveways, which would vary it from the plans which were approved by the Architectural Control Committee. The Villa Association may at its option notify any Lot Owner of a repair or replacement or any item of maintenance which is needed on the exterior of the dwelling

unit or on the Lot, and in the event the Owner does not maintain, repair or replace that item within 30 days after such notice is given by the Villa Association, the Villa Association may maintain, repair or replace that item at its expense and add the cost thereof to that Lot's assessment.

Each Lot Owner grants to the Villa Association and to each of its authorized agents, employees and contractors an easement and license upon and over the Owner's Lot for the purpose of performing the services or exercising the rights reserved to the Villa Association in this section or Section 4 above.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Villa Association. Any assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date as provided in Section 1 of this Article VI. The Villa Association may bring an action at law against the Owner personally obligated to pay the same; may foreclose the lien against the Lot in accordance with the provisions of Section 1 of the Article VI; or may do both. No Owner may waive or otherwise escape personal liability for the assessment provided for herein by abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a judgement and court order on a foreclosure of any first mortgage shall extinguish the lien on such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability or any assessment thereafter becoming due or from the lien thereof.

ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall, deck, swimming pool or spa, or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until a set of plans and specifications showing: (1) a floor plan (2) front, rear, and side elevations; (3) the type and color of exterior materials shall be submitted to and approved by the Architectural Control Committee. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee fails to approve or disapprove such plans within 60 days after receipt, such plans shall be deemed approved. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed, or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. Neither the Developer, the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors, or assigns shall be liable to anyone by reason of any mistake in judgement, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete set(s) of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building of structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein. In the event the Committee or the Association shall prevail in any litigation brought for the purpose of enforcing compliance with the provisions of this Article VII, it shall be entitled to recover from the defendants reasonable attorney fees and costs incurred in such enforcement.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each Dwelling Unit shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except by approval of the Developer a builder may use his/her home as a model and/or sales center for other homes he/she is building in Cobblestone, and except that a home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, licensed child care center or other licensed or regulated baby-sitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

Section 3. Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots in the Subdivision shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Architectural Control Committee or Board of Directors of the Association for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit.

Section 4. Subdivision of Lots. No lot or combination of Lots may be further subdivided unless 75% of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the City of Kendallville Plan Commission.

Section 5. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install improvements serving such Lot as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, by the Association, or by any aggrieved Lot Owner in this Subdivision.

Section 6. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied, such user or occupier shall first obtain from the City of Kendallville Zoning Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the City of Kendallville Zoning Ordinance.

Section 7. Time for Building Completion. Every Dwelling Unit on any Lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction.

Section 8. Building Sizes. No Dwelling Unit shall be built on any of the following Lots having a living area of the main structure, exclusive of one-story open porches, breezeways, or garages of less square footage than:

<u>Lot #</u>	<u>One Story</u>	<u>Two Story</u>
1 through 16	1600 Square Feet	2200 Square Feet
41 through 46	1600 Square Feet	2200 Square Feet
17 through 32	1250 Square Feet	1600 Square Feet
39 and 40	1250 Square Feet	1600 Square Feet

Section 9. Garages. All Dwelling Units must have at least a full-size, attached, two-car garage.

Section 10. Building Setback. No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line or the rear lot line than the minimum building setback lines shown on the recorded plat. In any event, no Dwelling Unit shall be located nearer than a distance of seven (7) feet to a side Lot line, and no nearer than a distance of twenty-five (25) feet to a rear lot line if there is no rear setback line shown on the recorded plat.

Section 11. Minimum Lot Size. The minimum Lot size for the placement of a dwelling unit is 6,250 square feet. The minimum width at the building setback line of a Lot is 50 feet.

Section 12. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction any Dwelling Unit or other permitted structure on any Lot, and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots.

Section 13. Yard Light. An automatic dusk-to-dawn light of a type and at a location approved by the Architectural Control Committee shall be installed by the builder or Lot Owner on each Lot in front of the front building line.

Section 14. Driveways. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

Section 15. Sidewalks. Plans and specifications for this Subdivision on file with the City of Kendallville 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 and shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such Lot. The cost of installation shall be a lien against such Lot enforceable by the City of Kendallville Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the Builder, said Builder shall be considered an Owner for the purposes of the enforcement of this covenant.

Section 16. Fencing. The only fencing permitted shall be a split rail (two rails high) or a picket fence, either not to exceed four feet high or a privacy fence around an immediate patio of not more than six feet, all which must be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee. Except that no perimeter fencing shall be permitted on lots abutting the golf course.

Section 17. Pools and Hot Tubs. No above ground pool which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article VII.

Section 18. Mailboxes. The initial type and location of mailbox stations will be approved by the Developer.

Section 19. Radio and Television Antennas. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height of six (6) feet above the highest point of the roof shall be attached to any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish shall be permitted on any Lot or on any Dwelling Unit. No solar panels attached or detached shall be permitted.

Section 20. Duty to Repair and Rebuild.

(a) Each Lot Owner shall, at his sole cost and expense, repair his Dwelling Unit, keeping the same in a condition comparable to the condition of such Dwelling Unit at the time its initial construction was completed, excepting only usual wear and tear.

(b) If all or any portion of a Dwelling Unit is destroyed by fire or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such Dwelling Unit in a manner which will substantially restore it to its condition as existed immediately prior to the casualty. No improvement upon a Lot which has been partially or totally destroyed by fire or other casualty shall remain in such condition for more than three (3) months from the time such destruction or damage occurred.

Section 21. Utility and Underground Drainage Easements. Easements for the installation and maintenance of utilities and underground drainage facilities are reserved as shown on the

recorded plat. No Owner of any 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 television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance, and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn, or landscaping which may result from installation, repair, or maintenance of such service.

Service 22. Surface Drainage. 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 during and after construction 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.

Section 23. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets shown on this plat are hereby reserved and granted to the Developer, the Association, and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated in Sections 22 and 23 or this Section 24 of Article VIII, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain, and remove all and every type of gas main, water main, and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 24. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are established as set forth on the attached plat as follows:

LOT #	MINIMUM FLOOD PROTECTION GRADES
13 through 24	985.50 ft.
39 through 46	989.00 ft.

Section 25. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained, or used on any Lots.

Section 26. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as sump pump water discharge, roof water, street pavement, and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

Section 27. Use of Other Structures and Vehicles. No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all terrain vehicle (ATV), camper or camping trailer, basement, tent, shack, garage, barn, dog house, or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street, or right-of-way within the Subdivision at any time, or used as a residence either temporarily or permanently. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any Lot (except in the garage) or on any street in Cobblestone. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street on any street in Cobblestone for a period in excess of twenty-four hours in any one calendar year.

Section 28. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 29. Drilling, Refining, Quarrying, and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 30. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising such Lot for sale or rent, or used by a builder to advertise such Lot during the construction and sales period. The Developer or a builder with approval by the Developer, shall have the right to (a) erect larger signs allowed by applicable zoning regulations when advertising the subdivision and (b) place signs on Lots designating the Lot number of said Lots. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

Section 31. Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. No outside incinerators shall be kept or allowed on any Lot.

Section 32. Fires. No outdoor fires for the purpose of burning leaves, grass, or other forms of trash shall be permitted to burn upon any street roadway or Lot in this Subdivision, other than that as related to the construction of a dwelling unit.

Section 33. Rights of Ingress and Egress. The rights of ingress and egress to the Subdivision shall only be in such locations as shown on the Plans and Specifications of the Subdivision.

Section 34. Interaction with Golf Course. All owners, by acceptance of delivery of a deed, assume all risks association with errant golf balls, and all owners agree and covenant not to make any claim or institute any action whatsoever against the developer, the golf course designer, the golf course owner, or the builder of any unit arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the golf course, the lot or the siting of the dwelling unit.

Section 35. Access to Golf Course. Access to the grounds of Cobblestone Golf Course shall only be permitted at such location as shall be agreed to and designated by Cobblestone Golf Course and the Developer.

Section 36. Easement Across Lots Adjacent to Golf Course. Until such time as a Dwelling Unit is constructed on a Lot which borders a fairway area of the Cobblestone Golf Course the operator of Cobblestone Golf Course shall have a license to permit and authorize their agents and registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rule of the course, without such entering and playing being deemed a trespass.

Section 37. Interference with Play on Golf Course. Owners of Lots bordering on fairways of Cobblestone Golf Course shall be obligated to refrain from any action which would detract from the playing qualities of the course. During any golf tournament held at Cobblestone Golf Course which is sanctioned by any professional golfers' association or international, national or state amateur golf organization, Owners of Lots bordering fairways shall suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause disturbance to the play on the golf course.

Section 38. Swing Sets and Play Equipment. No permanent swing sets or play equipment will be permitted on any Lot abutting the golf course.

Section 39. Area Agriculture. Owners of said lots and their successors in title are on notice and understand that this Subdivision is in a predominantly agricultural area and that farming operations, which may include livestock operations, may be practiced in the area of this Subdivision. With this understanding, all owners of the lots in the Subdivision shall forego their right to bring claim against any farmer or agricultural producer in the area who is practicing normal, reasonable and necessary farming and livestock operations, whether or not such operations now exist or may hereafter exist.

Section 40. Enforceability. The Association, the Developer, the City of Kendallville Plan Commission, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by

980800627

the provisions of these Restrictions. Failure by the Association, the Developer, the City of Kendallville Plan Commission, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 41. Partial Invalidation. Invalidation of any one of the provisions of this Dedication by judgment or court order shall in no wise affect any other provision(s) which shall remain in full force and effect.

Section 42. Covenants, Restrictions, and Extensions. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date this Dedication is recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided this Dedication may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, the Developer, its successors, or assigns shall, with the approval of the City of Kendallville Plan Commission, have the exclusive right for a period of two (2) years from the date of recording of this Dedication to amend any of the provisions of this Dedication.

IN WITNESS WHEREOF, Cobblestone Developers LLC, Developer of the real estate described in the Dedication has set its hand this 18th day of August, 1998.

Cobblestone Developers LLC, an
Indiana limited liability company by
Sturges, Griffin, Trent Development
Corp., its manager

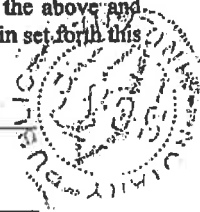
By: Karl I. Bandemer
Karl I. Bandemer, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Karl I. Bandemer, Vice President of Sturges Griffin Trent Development Corp., the Manager of Cobblestone Developers LLC, and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 18th day of August, 1998

Diana Parent
Notary Public

Diana Parent
Printed Name



My Commission Expires:
12-26-99

County of Residence:
Allen

COMMISSION CERTIFICATE

Under the authority provided by Chapter 174, Act of 1947, General Assembly of the State of Indiana, and all acts amendatory thereto, and on ordinance adopted by the Common Council of the

980100423

98 JUN 17 AM 11:14

4

COBBLESTONE SECTION I

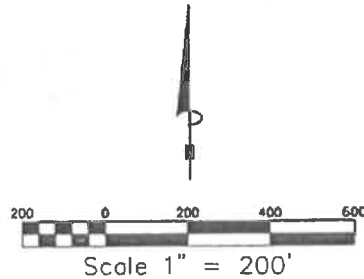
A PART OF SEC. 36, ORANGE TWP, NOBLE CO., INDIANA

DEVELOPER:

COBBLESTONE DEVELOPERS L.L.C.
202 EAST BERRY STREET, SUITE 610
FORT WAYNE, IN. 46802
(219) 424-8448

ENGINEER:

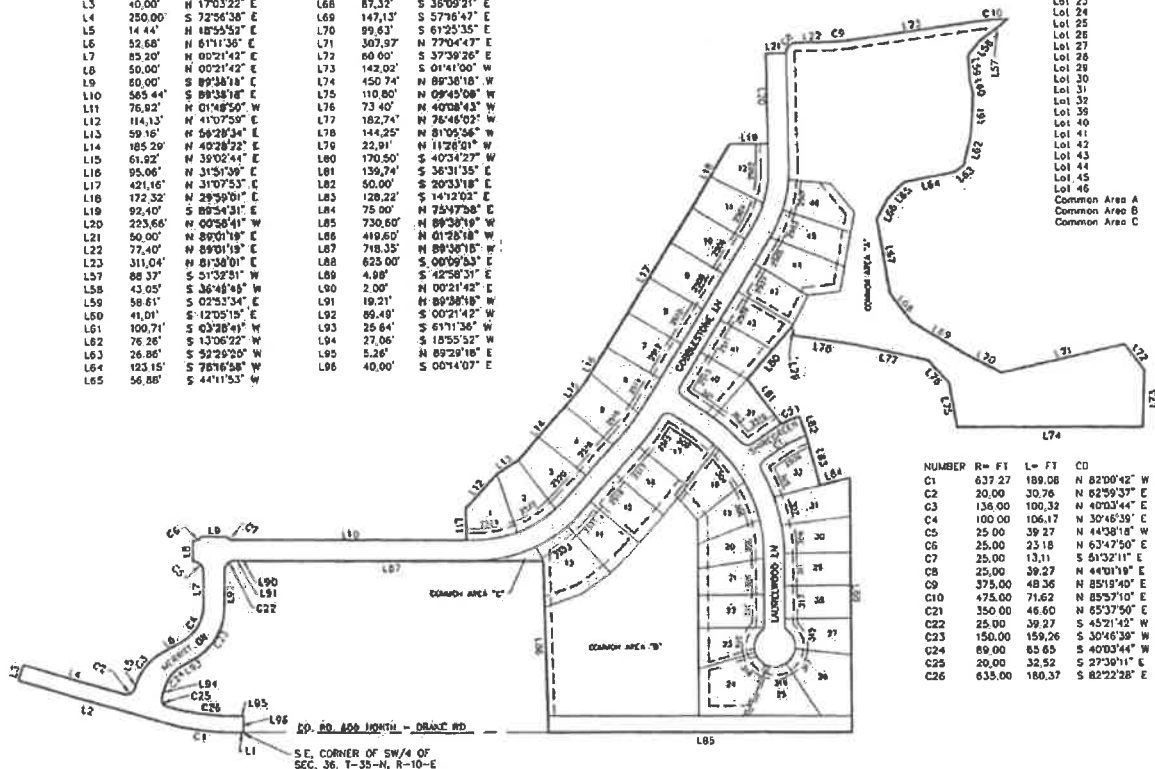
ROCKE & ASSOCIATES
503 AIRPORT NORTH OFFICE PARK
FORT WAYNE, IN. 46825
(219) 489-4895



DATE: JANUARY 7, 1998

NUMBER	DISTANCE	DIRECTION	NUMBER	DISTANCE	DIRECTION
L1	8.89'	S 89°29'10" W	L66	55.90'	S 28°42'14" W
L2	358.22'	N 72°56'38" W	L67	185.34'	S 09°05'53" E
L3	40.00'	N 17°03'22" E	L68	87.32'	S 35°09'21" E
L4	250.00'	S 72°56'38" E	L69	147.13'	S 57°18'47" E
L5	14.44'	N 18°55'53" E	L70	99.63'	S 61°25'35" E
L6	52.68'	N 61°11'36" E	L71	307.97'	N 77°04'47" E
L7	85.20'	N 00°21'42" E	L72	60.00'	S 37°39'26" E
L8	50.00'	N 00°21'42" E	L73	142.02'	S 09°14'00" W
L9	80.00'	S 89°38'18" E	L74	450.74'	N 89°30'18" W
L10	565.44'	S 89°38'18" E	L75	110.80'	N 09°45'08" W
L11	76.82'	N 01°48'50" W	L76	73.40'	N 40°08'43" W
L12	114.13'	N 41°07'59" E	L77	182.74'	N 76°48'02" W
L13	59.16'	N 58°28'34" E	L78	14.25'	N 81°05'36" W
L14	185.29'	N 40°28'22" E	L79	22.91'	N 11°28'01" W
L15	61.82'	N 39°02'44" E	L80	170.50'	S 40°34'27" W
L16	95.06'	N 31°51'39" E	L81	139.74'	S 36°31'35" E
L17	421.16'	N 31°07'53" E	L82	50.00'	S 20°33'18" E
L18	172.32'	N 29°59'01" E	L83	120.22'	S 14°12'02" E
L19	92.40'	S 89°54'31" E	L84	75.00'	N 73°47'38" E
L20	225.66'	N 00°58'41" W	L85	730.60'	N 89°38'19" W
L21	50.00'	N 89°01'19" E	L86	419.60'	N 01°28'18" W
L22	77.40'	N 89°01'19" E	L87	718.35'	N 89°38'15" W
L23	311.04'	N 81°38'01" E	L88	625.00'	S 00°09'53" E
L24	88.37'	S 51°32'51" W	L89	4.88'	S 12°58'31" E
L25	43.05'	S 36°48'45" W	L90	2.00'	N 00°21'42" E
L26	58.61'	S 02°53'34" E	L91	19.21'	N 89°38'19" W
L27	41.01'	S 12°05'15" E	L92	89.49'	S 00°21'42" W
L28	100.71'	S 03°28'41" W	L93	25.64'	S 61°11'36" W
L29	76.26'	S 13°06'22" W	L94	27.06'	S 18°55'32" W
L30	26.86'	S 52°29'20" W	L95	5.20'	N 89°38'18" E
L31	123.15'	S 76°16'58" W	L96	40.00'	S 00°14'07" E
L32	56.88'	S 44°11'53" W			

Lot Description	Lot Area (S.F.)
Lot 1	12489.1933
Lot 2	12918.6850
Lot 3	13877.3500
Lot 4	14937.8314
Lot 5	15173.4189
Lot 6	13183.5332
Lot 7	15000.0000
Lot 8	15000.0000
Lot 9	15000.0000
Lot 10	15000.0000
Lot 11	14159.0275
Lot 12	14158.9249
Lot 13	19559.7143
Lot 14	14203.4840
Lot 15	12950.0000
Lot 16	13723.2449
Lot 17	17553.8882
Lot 18	12927.8688
Lot 19	11729.3464
Lot 20	17417.5873
Lot 21	12400.0000
Lot 22	12789.8571
Lot 23	11278.0718
Lot 24	19289.6387
Lot 25	14096.8854
Lot 26	19148.9987
Lot 27	12016.7999
Lot 28	12800.0000
Lot 29	12800.0000
Lot 30	12843.7183
Lot 31	14642.5000
Lot 32	13744.4189
Lot 33	13632.0527
Lot 34	14294.6316
Lot 35	12100.4163
Lot 36	12365.1360
Lot 37	17450.1418
Lot 38	14413.7681
Lot 39	14036.0379
Common Area A	303789.4651
Common Area B	142036.9298
Common Area C	3778.5988



NUMBER	R= FT	L= FT	CD	CEN ANG
C1	637.27	189.08	N 82°00'42" W	17°00'00"
C2	20.00	30.76	N 62°59'37" E	88°07'30"
C3	136.00	100.32	N 40°03'44" E	42°15'44"
C4	100.00	106.17	N 30°46'39" E	60°49'54"
C5	25.00	39.27	N 44°58'18" W	90°00'00"
C6	25.00	23.18	N 63°47'50" E	53°07'43"
C7	20.00	13.11	S 61°32'11" E	30°03'22"
C8	25.00	39.27	N 44°01'19" E	90°00'00"
C9	375.00	48.36	N 85°19'40" E	07°23'19"
C10	475.00	71.62	N 85°19'40" E	08°38'19"
C11	350.00	46.60	N 85°19'40" E	07°33'44"
C12	25.00	39.27	S 45°21'42" W	90°00'00"
C13	150.00	159.26	S 30°46'39" W	60°49'54"
C14	89.00	65.65	S 40°03'44" W	42°15'44"
C15	20.00	32.52	S 27°39'11" E	93°10'06"
C16	635.00	180.37	S 82°22'28" E	16°16'28"

COBBLESTONE SECTION I
PAGE 1 OF 4

D:\PROJECTS\56T52\SECPLAT\56T52SEC T1u Jan 9 07:51:26 1998

Not a Record
The Library of the
Noble County Recorder
Oklahoma

Scale 1" = 100'



WATER OF THE
L1 8.87 S 89°18' E
L2 5.28 S 89°18' E
L3 18.31 S 89°18' E
L4 22.84 S 89°18' E
L5 22.84 S 89°18' E
L6 40.00 S 89°18' E
L7 20.00 S 89°18' E

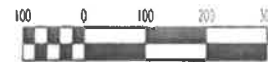
WATER OF THE
L1 8.87 S 89°18' E
L2 5.28 S 89°18' E
L3 18.31 S 89°18' E
L4 22.84 S 89°18' E
L5 22.84 S 89°18' E
L6 40.00 S 89°18' E
L7 20.00 S 89°18' E

COBBLESTONE SECTION 1
PAGE 2 OF 4

980100423

Day Entered For Record
 Feb 22 1998
 Auditor, Mobile Co.
 Clerk L. H. H. 1998

NUMBER	R= FT	L=FT	CD	OSN ANG
C28	575.00	99.81	N 34°42'22" E	095°41'
C29	20.00	32.86	N 78°02'26" E	93°33'33"
C30	375.00	51.76	S 51°13'31" E	075°43'33"
C31	425.00	71.85	N 50°20'12" W	089°11'
C32	30.00	30.13	N 12°01'27" W	86°18'49"
C33	375.00	182.18	N 15°04'51" E	32°07'04"
C34	275.00	154.16	S 15°04'53" W	32°07'05"
C42	475.00	71.62	N 85°57'10" E	08°38'19"
C43	375.00	48.36	S 85°19'40" W	072°57'19"
C44	25.00	39.27	S 44°01'19" W	90°00'00"
C45	725.00	146.17	N 09°24'44" W	11°33'05"
C67	20.00	29.39	S 82°55'14" E	84°11'31"
C68	350.00	88.35	N 67°22'48" E	14°27'46"
C69	300.00	75.73	S 62°12'48" W	147°27'46"
C70	20.00	29.39	S 12°53'00" W	81°11'54"



Scale 1" = 100'

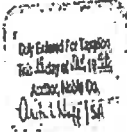
COBBLESTONE SECTION I
 PAGE 3 OF 4

SURVEYOR'S CERTIFICATE

I, RICHARD K. KARST, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA. THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON JANUARY 7, 1998, THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST; AND THAT THE LOCATION, SIZE, TYPE AND MATERIAL OF SAID MONUMENTS ARE ACCURATELY SHOWN.



R. Karst 1/14/98
REGISTERED LAND SURVEYOR DATE



COMMISSION CERTIFICATE

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACT OF 1947, GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THEREOF, AND AN ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF KENDALLVILLE, INDIANA, THIS PLAT HAS GIVEN APPROVAL BY THE CITY OF KENDALLVILLE AS FOLLOWS:

APPROVED BY THE KENDALLVILLE CITY PLAN COMMISSION PLAT COMMITTEE AT A MEETING HELD ON THE 15th DAY OF JANUARY, 1998.

KENDALLVILLE CITY PLAN COMMISSION PLAT COMMITTEE

APPROVED

JAN 15 1998

Kendallville City Commission

David R. Long
Larry D. Blue
Ed R. Long

DEED OF DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE Laid OFF, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS COBBLESTONE SECTION 1; AN ADDITION TO THE CITY OF KENDALLVILLE. ALL STREETS AND ALLEYS SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC. BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND PROPERTY LINES OF THE STREET, THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING OR STRUCTURE, THERE ARE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED "EASEMENT", RESERVED FOR THE USE OF PUBLIC UTILITIES FOR THE INSTALLATION OF WATER AND SEWER MAINS, SURFACE DRAINAGE, POLES, DUCTS, LINES AND WIRES, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREOF RESERVED, NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES. THE FOREGOING COVENANTS ARE TO BE PERPETUAL AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY YEARS FROM THE DATE OF THE RECORDING OF THIS DEDICATION, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS CHANGED BY VOTE OF THE MAJORITY OF THE OWNERS OF THE BUILDING SITES COVERED BY THESE COVENANTS, IN WHOLE OR IN PART. VIOLATION OF ANY ONE OF THE FOREGOING COVENANTS, BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER COVENANTS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. THE RIGHT TO ENFORCE THESE PROVISIONS BY INJUNCTION, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL, BY DUE PROCESS OF LAW, ANY STRUCTURE OR PART THEREOF ERECTED, OR MAINTAINED IN VIOLATION HEREOF, IS HEREBY DEDICATED TO THE PUBLIC, AND RESERVED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THIS SUBDIVISION AND TO THEIR HEIRS AND ASSIGNS.

WITNESS OUR HAND AND SEAL THIS 14th DAY OF JANUARY, 1998.

COBBLESTONE DEVELOPERS LLC, an Indiana Limited Liability Company,
by Sturges Griffin Trent Development Corp., Its Manager

Karl I. Bandemer
KARL I. BANDEMER, VICE PRESIDENT

STATE OF INDIANA)
COUNTY OF NOBLE)

BEFORE ME THE UNDERSIGNED NOTARY OF PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KARL I. BANDEMER, VICE PRESIDENT OF STURGES GRIFFIN TRENT DEVELOPMENT CORP. THE MANAGER OF COBBLESTONE DEVELOPERS LLC, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION FOR THE PURPOSES AND USES THEREIN SET FORTH THIS 14th DAY OF JANUARY, 1998.

MY COMMISSION EXPIRES: October 29, 2001
COUNTY OF RESIDENCE: Allen

Caroline A. Hinkle
NOTARY PUBLIC

LEGAL DESCRIPTION

Legal Description
28.884 acre tract, Orange Township, Noble County, Indiana
Cobblestone Section 1

Port of the Southwest Quarter, Part of the Southeast Quarter and Part of the Northwest Quarter of Section 35, Township 35 North, Range 10 East of the Second Principal Meridian in Noble County, Indiana, more particularly described as follows:

Beginning on the centerline of County Road 600N (Drake Road) at a railroad spike marking the Southeast corner of said Southwest Quarter, thence South 89 degrees 29 minutes 18 seconds West, a distance of 8.85 feet along the South line of said Southwest Quarter and the centerline of said County Road 600N to the point of curvature of a tangent curve, concave to the North, having a radius of 637.27 feet, a central angle of 17 degrees 00 minutes 00 seconds, and a chord of 188.39 feet bearing North 82 degrees 00 minutes 42 seconds West; thence West along said curve, a distance of 189.08 feet; thence North 72 degrees 56 minutes 38 seconds West, a distance of 358.22 feet along said curve; thence North 17 degrees 03 minutes 22 seconds East, a distance of 40.00 feet; thence South 72 degrees 56 minutes 38 seconds East, a distance of 250.00 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 20.00 feet, a central angle of 88 degrees 07 minutes 30 seconds, and a chord of 27.82 feet bearing North 82 degrees 59 minutes 37 seconds East; thence Northeast along said curve, a distance of 30.76 feet; thence North 18 degrees 55 minutes 52 seconds East, a distance of 14.44 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 136.00 feet, a central angle of 42 degrees 15 minutes 44 seconds, and a chord of 98.06 feet bearing North 40 degrees 03 minutes 44 seconds East; thence Northeast along said curve, a distance of 100.32 feet; thence North 61 degrees 11 minutes 36 seconds East, a distance of 52.68 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 100.00 feet, a central angle of 60 degrees 49 minutes 54 seconds, and a chord of 101.25 feet bearing North 30 degrees 46 minutes 39 seconds East; thence Northeast along said curve, a distance of 106.17 feet; thence North 00 degrees 21 minutes 42 seconds East, a distance of 85.20 feet to the point of curvature of a tangent curve, concave to the Southwest, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord of 35.36 feet bearing North 41 degrees 38 minutes 18 seconds West; thence Northwest along said curve, a distance of 39.27 feet; thence North 00 degrees 21 minutes 42 seconds East, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 25.00 feet, a central angle of 53 degrees 07 minutes 43 seconds, and a chord of 72.36 feet bearing North 63 degrees 47 minutes 50 seconds East; thence Northwest along said curve, a distance of 23.18 feet; thence North 89 degrees 38 minutes 18 seconds East, a distance of 60.00 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 25.00 feet, a central angle of 30 degrees 03 minutes 22 seconds, and a chord of 12.96 feet bearing South 51 degrees 32 minutes 11 seconds East; thence Southeast along said curve, a distance of 13.11 feet; thence South 89 degrees 38 minutes 18 seconds East, a distance of 565.44 feet; thence North 01 degrees 48 minutes 58 seconds West, a distance of 76.92 feet; thence North 41 degrees 07 minutes 59 seconds East, a distance of 114.13 feet; thence North 56 degrees 28 minutes 34 seconds East, a distance of 99.16 feet; thence North 40 degrees 28 minutes 22 seconds East, a distance of 185.29 feet; thence North 39 degrees 02 minutes 44 seconds East, a distance of 61.92 feet; thence North 31 degrees 51 minutes 39 seconds East, a distance of 95.06 feet; thence North 31 degrees 07 minutes 53 seconds East, a distance of 421.16 feet; thence North 29 degrees 59 minutes 01 seconds East, a distance of 172.32 feet; thence South 89 degrees 51 minutes 31 seconds East, a distance of 92.40 feet; thence North 00 degrees 58 minutes 41 seconds West, a distance of 223.66 feet; thence North 89 degrees 01 minutes 19 seconds East, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the Southeast, having a radius of 75.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord of 35.36 feet bearing North 44 degrees 01 minutes 19 seconds East; thence Northeast along said curve, a distance of 39.27 feet; thence North 89 degrees 01 minutes 19 seconds East, a distance of 77.40 feet to the point of curvature of a tangent curve, concave to the North, having a radius of 315.00 feet, a central angle of 07 degrees 23 minutes 19 seconds, and a chord of 48.32 feet bearing North 85 degrees 16 minutes 40 seconds East; thence East along said curve, a distance of 48.36 feet; thence North 81 degrees 36 minutes 01 seconds East, a distance of 311.04 feet to the point of curvature of a tangent curve, concave to the South, having a radius of 475.00 feet, a central angle of 06 degrees 38 minutes 19 seconds, and a chord of 71.55 feet bearing North 85 degrees 57 minutes 10 seconds East; thence East along said curve, a distance of 71.62 feet; thence South 51 degrees 32 minutes 51 seconds West, a distance of 88.37 feet; thence South 36 degrees 49 minutes 46 seconds West, a distance of 43.05 feet; thence South 02 degrees 53 minutes 34 seconds East, a distance of 58.61 feet; thence South 12 degrees 05 minutes 15 seconds East, a distance of 41.01 feet; thence South 03 degrees 28 minutes 41 seconds West, a distance of 100.71 feet; thence North 13 degrees 06 minutes 27 seconds West, a distance of 76.26 feet; thence South 52 degrees 29 minutes 20 seconds West, a distance of 26.86 feet; thence South 78 degrees 16 minutes 58 seconds West, a distance of 123.15 feet; thence South 44 degrees 11 minutes 53 seconds West, a distance of 56.88 feet; thence South 26 degrees 42 minutes 14 seconds West, a distance of 55.90 feet; thence South 09 degrees 05 minutes 53 seconds East, a distance of 185.34 feet; thence South 36 degrees 09 minutes 21 seconds East, a distance of 87.32 feet; thence South 57 degrees 16 minutes 41 seconds East, a distance of 147.13 feet; thence South 61 degrees 25 minutes 35 seconds East, a distance of 99.83 feet; thence North 77 degrees 04 minutes 47 seconds East, a distance of 307.97 feet; thence South 37 degrees 39 minutes 26 seconds East, a distance of 80.00 feet; thence North 01 degrees 41 minutes 00 seconds West, a distance of 142.02 feet; thence North 89 degrees 38 minutes 18 seconds West, a distance of 450.74 feet; thence North 09 degrees 45 minutes 08 seconds West, a distance of 110.80 feet; thence North 40 degrees 08 minutes 43 seconds West, a distance of 73.40 feet; thence North 76 degrees 46 minutes 02 seconds West, a distance of 182.74 feet; thence North 81 degrees 05 minutes 56 seconds West, a distance of 144.25 feet; thence North 11 degrees 28 minutes 01 seconds West, a distance of 22.81 feet; thence South 40 degrees 34 minutes 27 seconds West, a distance of 170.50 feet; thence South 36 degrees 31 minutes 35 seconds East, a distance of 139.74 feet to the point of curvature of a non-tangent curve, concave to the Southeast, having a radius of 350.00 feet, a central angle of 07 degrees 37 minutes 44 seconds, and a chord of 46.57 feet bearing North 65 degrees 37 minutes 30 seconds East; thence Northeast along said curve, a distance of 46.60 feet; thence South 20 degrees 33 minutes 18 seconds East, a distance of 50.00 feet; thence South 14 degrees 12 minutes 02 seconds East, a distance of 128.22 feet; thence North 75 degrees 47 minutes 58 seconds East, a distance of 75.00 feet; thence South 00 degrees 09 minutes 53 seconds East, a distance of 628.00 feet to the South line of said Southwest Quarter and the centerline of said County Road 600N (Drake Road); thence North 89 degrees 38 minutes 19 seconds West, a distance of 730.60 feet along said South line and said centerline; thence North 01 degrees 28 minutes 16 seconds West, a distance of 419.66 feet; thence North 89 degrees 38 minutes 18 seconds West, a distance of 718.35 feet; thence North 00 degrees 21 minutes 42 seconds East, a distance of 2.00 feet; thence North 89 degrees 38 minutes 18 seconds West, a distance of 19.21 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord of 35.36 feet bearing South 45 degrees 21 minutes 42 seconds West; thence Southwest along said curve, a distance of 39.27 feet; thence South 00 degrees 21 minutes 42 seconds West, a distance of 89.49 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 150.00 feet, a central angle of 60 degrees 49 minutes 54 seconds, and a chord of 151.83 feet bearing South 30 degrees 46 minutes 39 seconds West; thence Southwest along said curve, a distance of 159.26 feet; thence South 61 degrees 11 minutes 36 seconds West, a distance of 25.84 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 89.00 feet, a central angle of 42 degrees 15 minutes 44 seconds, and a chord of 61.77 feet bearing South 40 degrees 03 minutes 44 seconds West; thence Southwest along said curve, a distance of 65.65 feet; thence South 18 degrees 55 minutes 52 seconds West, a distance of 27.06 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 20.00 feet, a central angle of 93 degrees 10 minutes 06 seconds, and a chord of 29.06 feet bearing South 27 degrees 39 minutes 11 seconds East; thence Southeast along said curve, a distance of 32.52 feet to the point of curvature of a tangent curve, concave to the North, having a radius of 635.00 feet, a central angle of 16 degrees 16 minutes 28 seconds, and a chord of 179.76 feet bearing South 87 degrees 22 minutes 28 seconds East; thence East along said curve, a distance of 180.37 feet; thence North 89 degrees 28 minutes 18 seconds East, a distance of 5.76 feet; thence South 00 degrees 14 minutes 07 seconds East, a distance of 40.00 feet to the Point of Beginning; said described tract containing 28.884 acres (1,245,489.543 square feet), more or less, subject to the right-of-way of County Road 600N and easements of record.

COBBLESTONE SECTION 1
PAGE 4 OF 4

D:\PROJECTS\SCT52\SECPLAT\SCT52SEC Wed Jan 14 07:56:31 1998

9608413

96 AUG 16 AM 10:04

EASEMENT AND DITCH MAINTENANCE AGREEMENT

THIS EASEMENT AND DITCH MAINTENANCE AGREEMENT (the "Agreement") is made and entered into this 13 day of Aug, 1996 by and between LEONA D. WYSONG, PHILLIP R. WYSONG and JAY A. WYSONG (the "Wysongs") and COBBLESTONE DEVELOPERS LLC, an Indiana limited partnership with its principal office at 202 West Berry Street, Suite 610, Fort Wayne, Indiana (46802) ("Cobblestone").

RECITALS

The Wysongs have been the owners of the real estate in Noble County, Indiana described in the Warranty Deed from Dorothy Clemans to Charles R. Wysong, et al., recorded July 2, 1987 in Deed Book 217, page 12, of the records of the Recorder of Noble County, Indiana (the "Wysong Land"). On even date herewith the Wysongs have conveyed to Cobblestone the portion of the Wysong Land described on Exhibit A hereto attached. The real estate described on Exhibit A hereto attached is hereinafter referred to as the "Servient Tenement" and the portion of the Wysong Land retained by the Wysongs is hereinafter referred to as the "Dominant Tenement".

Within the Servient Tenement there is a regulated drainage ditch commonly known as the "Gretzinger Ditch" which serves as a source of drainage for surface water on the Dominant Tenement. The Wysongs desire assurance of the continuing right of the Wysongs and their successors in title to the Dominant Tenement to come upon the Servient Tenement for the purpose of constructing, reconstructing and maintaining the Gretzinger Ditch and it is a condition of the Wysongs' conveyance to Cobblestone of the Servient Tenement that Cobblestone enter into this Agreement with the Wysongs. The Wysongs further desire assurance that (a) during and immediately after construction and development activities on the Servient Tenement the owner of the Servient Tenement will take such actions, as necessary, at its expense, to assure that the drainage outlet pipe for the Dominant Tenement remains above the water level of the Gretzinger Ditch, (b) during development and construction activities, erosion, run-off or debris shall not be permitted to collect in the Gretzinger Ditch, and (c) upon completion of construction and development activities, the owner of the Servient Tenement will restore the Gretzinger Ditch to its current condition or a better condition.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and in consideration of the conveyance by the Wysongs to Cobblestone of the Servient Tenement, it is hereby agreed by and between the Wysongs and Cobblestone as follows:

1. Cobblestone does hereby grant to the Wysongs and all subsequent owners from time to time of the Dominant Tenement an easement upon and over the portion of the Servient Tenement described in Exhibit B hereto attached (the "Ditch Maintenance

Easement Area") to construct, reconstruct and maintain the drainage ditch commonly known as the "Gretzinger Ditch", including the right to remove soil and other materials from the ditch and deposit them within the Ditch Maintenance Easement Area, upon the considerations described in paragraph 3 below.

2. Cobblestone further grants to the Wysongs and all subsequent owners from time to time of the Dominant Tenement an easement on and over the real estate described in Exhibit C hereto attached (the "Ingress-Egress Easement Area") for the purpose of ingress and egress of vehicles, including heavy equipment, to the Ditch Maintenance Easement Area, upon the considerations described in paragraph 3 below.

3. The Wysongs covenant and agree on behalf of themselves and all subsequent owners from time to time of the Dominant Tenement that use of the easements granted herein and exercise of rights under the easements shall be subject to the following conditions:

(a) No owner of the Dominant Tenement shall exercise any ditch maintenance easement rights granted under this Agreement unless the owner of the Dominant Tenement shall have first given written notice to the owner of the Servient Tenement specifying the need for construction, reconstruction or maintenance of the Gretzinger Ditch and the owner of the Servient Tenement shall have failed to provide such construction, reconstruction or maintenance within 30 days following receipt of such written notice;

(b) All ditch maintenance activities performed by the owner of the Dominant Tenement shall be at its expense unless otherwise agreed or provided for by government assessment or taxation; and

(c) All ditch maintenance and other work performed shall be performed in accordance with locally accepted maintenance practices and, within the limits of such local practices, shall not unduly interfere with the use of the Servient Tenement.

4. Cobblestone covenants and agrees on behalf of itself and all future owners of the Servient Tenement that:

(a) During and immediately after the construction and development activities on the Servient Tenement, the owner of the Servient Tenement will take such actions as necessary, at its expense, to assure that the drainage outlet pipe for the Dominant Tenement remains above the water level of the Gretzinger Ditch;

(b) During development and construction activities, erosion, run-off or debris shall not be permitted to collect in the Gretzinger Ditch and the free flow of water through the

Gretzinger Ditch shall not be interrupted by any such erosion, run-off or debris; and

(c) Upon completion of construction and development activities on the Servient Tenement, the owner of the Servient Tenement will restore the Gretzinger Ditch to its current condition or to a better condition.

5. The easements granted herein shall be permanent, and the easements grant herein and the covenants made herein shall run with the land and shall be binding upon and inure to the benefit of the owners from time to time of the Servient Tenement and the Dominant Tenement; provided, however, that upon dedication of any portion of the Ingress-Egress Easement Area as a public road, the ingress-egress easement shall terminate as to that portion dedicated as a public road.

6. Cobblestone represents and warrants to the Wysongs that Cobblestone is the owner of fee simple title to the Servient Tenement including the Ditch Maintenance Easement Area and the owner of the Ingress-Egress Easement Area and has full right and authority to grant the easements upon the terms set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Leona D. Wysong
Leona D. Wysong
Phillip R. Wysong
Phillip R. Wysong
Jay A. Wysong
Jay A. Wysong

COBBLESTONE DEVELOPERS LLC,
By STURGES GRIFFIN TRENT
DEVELOPMENT CORP. its manager

By Karl I. Bandemer
Karl I. Bandemer,
Vice President

STATE OF INDIANA)
COUNTY OF Noble) SS:

Before me, the undersigned, a Notary Public in and for said county and state, this 12 day of Aug, 1996, personally appeared Leona D. Wysong, Phillip R. Wysong and Jay A. Wysong and acknowledged the execution of the foregoing instrument. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Steve Wapper
Signature of Notary Public

Steve Wapper
Printed Name of Notary Public

I am a resident of Lafayette County, Indiana.

My commission expires: 5-14-98.

9608413

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said county and state, this 14th day of August, 1996, personally appeared Karl I. Bandemer, Vice President of Sturges Griffin Trent Development Corp., the manager of Cobblestone Developers LLC, and acknowledged the execution of the foregoing instrument. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Diana Parent

Signature of Notary Public

Notary
Printed Name of Notary Public

I am a resident of LaPorte County, Indiana.

My commission expires: 5-14-98.

~~~~~  
Diana L. Parent  
Notary Public, State of Indiana  
Allen County  
My Commission Expires 12/26/99  
~~~~~

'A'

9608413

Part of the Northwest Quarter and part of the Northeast Quarter of Section 36, Township 36 North, Range 10 East of the Second Principal Meridian in Noble County, Indiana, lying South of the Conrail Railroad, more particularly described as follows:

Commencing on the centerline of County Road 500E at a Harrison Marker at the Southwest corner of said Northwest Quarter; thence South 89 degrees 41 minutes 40 seconds East, a distance of 2311.98 feet along the South line of said Northwest Quarter to the Southeast corner of an existing tract conveyed to Paul B. and Joyce E. Glass and recorded in Record 177, Page 4, in the Office of the Recorder of Noble County, Indiana, said point being the Point Of Beginning of the herein described tract; thence North 00 degrees 14 minutes 05 seconds West, a distance of 755.70 feet along the East line of said tract to the South right-of-way line of the Conrail Railroad; thence South 84 degrees 49 minutes 57 seconds East, a distance of 328.01 feet along said right-of-way line to the North/South centerline of said Section 36; thence continuing South 84 degrees 49 minutes 57 seconds East, a distance of 2636.38 feet continuing along said right-of-way line to the East line of said Northeast Quarter; thence South 00 degrees 00 minutes 46 seconds East, a distance of 504.42 feet along said East line to a wood corner post at the Southeast corner of said Northeast Quarter; thence North 89 degrees 41 minutes 40 seconds West, a distance of 2622.83 feet along the South line of said Northeast Quarter to the Southwest corner of said Northeast Quarter; thence continuing North 89 degrees 41 minutes 40 seconds West, a distance of 326.57 feet along the South line of said Northwest Quarter to the POINT OF BEGINNING; said described tract containing 42.676 acres (1,858,984.279 square feet), more or less.

" B "

9608413

LEGAL DESCRIPTION
4.253 Acre Drainage Easement
Orange Township, Noble County, Indiana

Part of the Northeast Quarter of Section 36, Township 35 North, Range 10 East of the Second Principal Meridian in Noble County, Indiana, lying South of the Conrail Railroad, more particularly described as follows:

Commencing on the centerline of County Road 500E at a Harrison Marker at the Southwest corner of the Northwest Quarter of said Section 36; thence South 89 degrees 41 minutes 40 seconds East, a distance of 2311.98 feet along the South line of said Northwest Quarter to the Southeast corner of an existing tract conveyed to Paul B. and Joyce E. Glass and recorded in Record 177 Page 4 in the Office of the Recorder of Noble County, Indiana; thence North 00 degrees 14 minutes 05 seconds West, a distance of 755.70 feet along the East line of said tract to the South right-of-way line of the Conrail Railroad; thence South 84 degrees 49 minutes 57 seconds East, a distance of 328.01 feet along said right-of-way line to the North/South centerline of said Section 36; thence continuing South 84 degrees 49 minutes 57 seconds East, a distance of 615.00 feet continuing along said right-of-way line to the POINT OF BEGINNING of the herein described tract; thence continuing South 84 degrees 49 minutes 57 seconds East, a distance of 573.92 feet continuing along said right-of-way line; thence South 05 degrees 10 minutes 03 seconds West, a distance of 75.00 feet; thence North 84 degrees 49 minutes 57 seconds West, a distance of 400.00 feet; thence South 16 degrees 07 minutes 12 seconds West, a distance of 106.97 feet; thence South 39 degrees 04 minutes 13 seconds West, a distance of 303.10 feet; thence South 46 degrees 01 minute 23 seconds West, a distance of 353.80 feet to the South line of said Northeast Quarter; thence North 89 degrees 41 minutes 40 seconds West, a distance of 250.65 feet along said South line; thence North 46 degrees 01 minute 23 seconds East, a distance of 440.00 feet; thence North 39 degrees 04 minutes 13 seconds East, a distance of 336.91 feet; thence North 16 degrees 07 minutes 12 seconds East, a distance of 110.00 feet to the South right-of-way line of the Conrail Railroad and the POINT OF BEGINNING; said tract containing 4.253 acres (185,250.291 square feet), more or less.

"C"

9608413

LEGAL DESCRIPTION
2.001 Acre Access Easement
Orange Township, Noble County, Indiana

Part of the Southwest Quarter, part of the Southeast Quarter and part of the Northeast Quarter of Section 36, Township 35 North, Range 10 East of the Second Principal meridian in Noble County, Indiana, centerline of which is more particularly described as follows:

Commencing on the centerline of County Road 600N (Drake Road) at a railroad spike marking the Southeast corner of said Southwest Quarter; thence North 89 degrees 29 minutes 18 seconds West, a distance of 8.89 feet along the South line of said Southwest Quarter and the centerline of said County Road 600N to the point of curvature of a tangent curve to the right, having a radius of 637.27 feet, an arc distance of 81.41 feet, a chord bearing North 86 degrees 51 minutes 06 seconds West, a chord distance of 81.36 feet to the POINT OF BEGINNING of the herein described centerline; thence North 03 degrees 21 minutes 51 seconds East, a distance of 305.28 feet; thence North 00 degrees 21 minutes 42 seconds East, a distance of 113.44 feet; thence South 89 degrees 38 minutes 18 seconds East, a distance of 68.95 feet to a point on the North/South centerline of Section 36; thence continuing South 89 degrees 38 minutes 18 seconds East, a distance of 555.79 feet to the point of curvature of a tangent curve to the left, having a radius of 300.00 feet, an arc distance of 257.38 feet, a chord bearing North 65 degrees 47 minutes 03 seconds East, a chord distance of 249.55 feet; thence North 41 degrees 12 minutes 24 seconds East, a distance of 214.49 feet to the point of curvature of a tangent curve to the left, having a radius of 550.00 feet, an arc distance of 95.73 feet, a chord bearing North 36 degrees 13 minutes 14 seconds East, a chord distance of 95.61 feet; thence North 31 degrees 07 minutes 53 seconds East, a distance of 514.89 feet to the point of curvature of a tangent curve to the left, having a radius of 300.00 feet, an arc distance of 168.17 feet, a chord bearing North 15 degrees 04 minutes 52 seconds East, a chord distance of 165.98 feet; thence North 00 degrees 58 minutes 41 seconds West, a distance of 334.27 feet; thence South 89 degrees 01 minute 19 seconds West, a distance of 168.81 feet to the point of curvature of a tangent curve to the right, having a radius of 500.00 feet, an arc distance of 51.26 feet, a chord bearing North 88 degrees 02 minutes 27 seconds West, a chord distance of 51.24 feet; thence North 85 degrees 06 minutes 14 seconds West, a distance of 255.79 feet to the point of curvature of a tangent curve to the right, having a radius of 325.00 feet, an arc distance of 356.15 feet, a chord bearing North 53 degrees 42 minutes 37 seconds West, a chord distance of 338.60 feet; thence North 22 degrees 18 minutes 59 seconds West, a distance of 141.15 feet to the point of curvature of a tangent curve to the right, having a radius of 325.00 feet, an arc distance of 219.39 feet, a chord bearing North 02 degrees 58 minutes 41 seconds West, a chord distance of 215.24 feet; thence North 16 degrees 21 minutes 37 seconds East, a distance of 159.06 feet to the point of curvature of a tangent curve to the right, having a radius of 200.00 feet, an arc distance of 93.61 feet, a chord bearing North 29 degrees 46 minutes 10 seconds East, a chord distance of 92.76 feet; thence North 46 degrees 49 minutes 17 seconds West, a distance of 141.94 feet to a point on the South line of said Northeast Quarter; thence continuing North 46 degrees 49 minutes 17 seconds West, a distance of 16.80 feet; thence North 32 degrees 13 minutes 18 seconds West, a distance of 102.61 feet to a point on the Easterly line of a 4.253 acre drainage easement and the POINT OF TERMINUS; said easement being 20 feet wide, containing 2.001 acres (87,145.520 square feet), more or less.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this 6 day of October, 1997 by and between Michael E. Lemmon and Charles M. Lemmon d/b/a LEMMON BROS., a partnership (the "Grantor") and COBBLESTONE DEVELOPERS LLC (the "Grantee").

RECITALS:

The Grantee is the owner of certain real estate in Noble County, Indiana, which the Grantee is developing as a residential subdivision, the legal description of which is attached hereto as Exhibit A ("Cobblestone"). Grantor is the owner of real estate in Noble County, Indiana, contiguous to Cobblestone, including the real estate described in Exhibit B hereto attached (the "Permanent Easement Area") and the real estate described in Exhibit C hereto attached (the "Temporary Easement Area").

Grantee desires to acquire from Grantor temporary and permanent easements for the construction, installation and maintenance of a stormwater line to serve Cobblestone. Grantor is willing to grant the easements desired by Grantee upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, it is hereby agreed by and between Grantor and Grantee as follows:

1. Grantor does hereby grant to Grantee and its agents and contractors a temporary construction easement in, upon and over the Temporary Easement Area for the purpose of construction and installation of a stormwater line, which temporary easement shall expire on October 30, 1997.
2. Grantor does hereby grant to Grantee and all subsequent owners from time to time of Cobblestone, including Cobblestone Community Association, Inc., a permanent easement in, upon and over the Permanent Easement Area for the installation and maintenance of a stormwater line, which easement shall be permanent and shall run with the land.
3. As consideration for the easements granted herein, Grantee has contemporaneously paid to Grantor the sum of \$211.20, the receipt of which is hereby acknowledged by Grantor.
4. The Grantee will promptly reimburse the Grantor for any crop damage within or without the easements areas caused by the Grantee's construction activities.
5. The Permanent Easement Area contains field tile that may be damaged during construction and the damage may not be immediately discovered and, accordingly, the Grantee or its successor, Cobblestone Community Association, Inc., shall be responsible for all costs of repair of field tile within the Permanent Easement Area discovered during the five year period following construction.

RECEIVED FOR RECORD
MARY ANN HOUSER
NOBLE COUNTY RECORDER

980200619

98 FEB 18 AM 8:23

980200619

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Agreement as of the day and year first above written.

COBBLESTONE DEVELOPERS LLC
by STURGES GRIFFIN TRENT
DEVELOPMENT CORP., its Manager

Michael E. Lemmon
Michael E. Lemmon
Charles M. Lemmon
Charles M. Lemmon
d/b/a Lemmon Bros., a partnership

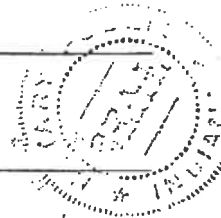
By Karl I. Bandemer
Karl I. Bandemer, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a notary public in and for said county and state, personally appeared Karl I. Bandemer, Vice President of Sturges Griffin Trent Development Corp., the Manager of Cobblestone Developers LLC, and acknowledged the execution of the above and foregoing Agreement. Witness my hand and notarial seal this 19th day of August, 1997.

Diana Parent
Signature of Notary Public

Diana Parent
Printed name of Notary Public



I am a resident of Allen County, Indiana.

My commission expires: 12-26-99

STATE OF INDIANA)
)
COUNTY OF Noble)

SS:

980200619 =

Before me, the undersigned, a notary public in and for said county and state, personally appeared Michael E. Lemmon and Charles M. Lemmon d/b/a Lemmon Bros., a partnership, and acknowledged the execution of the above and foregoing Agreement. Witness my hand and notarial seal this 6th day of October, 1997.

Linda A. Gray
Signature of Notary Public

Linda A. Gray
Printed name of Notary Public



I am a resident of Noble County, Indiana.

My commission expires: 2-28-98

Prepared by Philip L. Carson, Attorney at Law.

980200619

Legal Description

28.684 acre tract, Orange Township, Noble County, Indiana
Cobblestone Section 1

Part of the Southwest Quarter, Part of the Southeast Quarter and Part of the Northeast Quarter of Section 36, Township 35 North, Range 10 East of the Second Principal Meridian in Noble County, Indiana, more particularly described as follows:

Beginning on the centerline of County Road 600N (Drake Road) at a railroad spike marking the Southeast corner of said Southwest Quarter; thence South 89 degrees 29 minutes 18 seconds West, a distance of 8.89 feet along the South line of said Southwest Quarter and the centerline of said County Road 600N to the point of curvature of a tangent curve, concave to the North, having a radius of 637.27 feet, a central angle of 17 degrees 00 minutes 00 seconds, and a chord of 188.39 feet bearing North 82 degrees 00 minutes 42 seconds West; thence Westerly along said curve, a distance of 189.08 feet; thence North 72 degrees 56 minutes 38 seconds West, a distance of 358.22 feet along said centerline; thence North 17 degrees 03 minutes 22 seconds East, a distance of 40.00 feet; thence South 72 degrees 56 minutes 38 seconds East, a distance of 250.00 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 20.00 feet, a central angle of 88 degrees 07 minutes 39 seconds, and a chord of 27.82 feet bearing North 62 degrees 59 minutes 37 seconds East; thence Northeasterly along said curve, a distance of 30.76 feet; thence North 18 degrees 55 minutes 52 seconds East, a distance of 14.44 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 136.00 feet, a central angle of 42 degrees 15 minutes 44 seconds, and a chord of 98.06 feet bearing North 40 degrees 03 minutes 44 seconds East; thence Northeasterly along said curve, a distance of 100.32 feet; thence North 61 degrees 11 minutes 36 seconds East, a distance of 52.68 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 100.00 feet, a central angle of 60 degrees 49 minutes 54 seconds, and a chord of 101.25 feet bearing North 30 degrees 46 minutes 39 seconds East; thence Northeasterly along said curve, a distance of 106.17 feet; thence North 00 degrees 21 minutes 42 seconds East, a distance of 85.20 feet to the point of curvature of a tangent curve, concave to the Southwest, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord of 35.36 feet bearing North 44 degrees 38 minutes 18 seconds West; thence Northwesterly along said curve, a distance of 39.27 feet; thence North 00 degrees 21 minutes 42 seconds East, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 25.00 feet, a central angle of 53 degrees 07 minutes 48 seconds, and a chord of 22.36 feet bearing North 63 degrees 47 minutes 48 seconds East; thence Northeasterly along said curve, a distance of 23.18 feet;

980200619

thence South 89 degrees 38 minutes 18 seconds East, a distance of 60.00 feet to the point of curvature of a non-tangent curve, concave to the Northeast, having a radius of 25.00 feet, a central angle of 30 degrees 03 minutes 22 seconds, and a chord of 12.96 feet bearing South 51 degrees 32 minutes 11 seconds East; thence Southeasterly along said curve, a distance of 13.11 feet; thence South 89 degrees 38 minutes 18 seconds East, a distance of 565.44 feet; thence North 01 degrees 48 minutes 50 seconds West, a distance of 76.92 feet; thence North 41 degrees 07 minutes 59 seconds East, a distance of 114.13 feet; thence North 56 degrees 28 minutes 34 seconds East, a distance of 59.16 feet; thence North 40 degrees 28 minutes 22 seconds East, a distance of 185.29 feet; thence North 39 degrees 02 minutes 44 seconds East, a distance of 61.92 feet; thence North 31 degrees 51 minutes 39 seconds East, a distance of 95.06 feet; thence North 31 degrees 01 minutes 53 seconds East, a distance of 421.16 feet; thence North 29 degrees 59 minutes 01 seconds East, a distance of 172.32 feet; thence North 89 degrees 54 minutes 31 seconds East, a distance of 92.40 feet; thence North 00 degrees 58 minutes 41 seconds West, a distance of 223.66 feet; thence North 89 degrees 01 minutes 19 seconds East, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the Southwest, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord of 35.35 feet bearing North 44 degrees 01 minutes 15 seconds West; thence Northeasterly along said curve, a distance of 39.27 feet; thence North 89 degrees 01 minutes 19 seconds East, a distance of 77.40 feet to the point of curvature of a tangent curve, concave to the North, having a radius of 375.00 feet, a central angle of 07 degrees 23 minutes 19 seconds, and a chord of 48.32 feet bearing North 85 degrees 19 minutes 40 seconds East; thence Easterly along said curve, a distance of 48.36 feet; thence North 81 degrees 38 minutes 01 seconds East, a distance of 311.04 feet to the point of curvature of a tangent curve, concave to the South, having a radius of 475.00 feet, a central angle of 08 degrees 38 minutes 19 seconds, and a chord of 71.55 feet bearing North 85 degrees 57 minutes 10 seconds East; thence Easterly along said curve, a distance of 71.62 feet; thence South 51 degrees 32 minutes 51 seconds West, a distance of 88.37 feet; thence South 36 degrees 49 minutes 46 seconds West, a distance of 43.05 feet; thence South 02 degrees 53 minutes 34 seconds East, a distance of 58.61 feet; thence South 12 degrees 05 minutes 15 seconds East, a distance of 41.01 feet; thence South 03 degrees 28 minutes 41 seconds West, a distance of 100.71 feet; thence South 13 degrees 06 minutes 22 seconds West, a distance of 76.26 feet; thence South 52 degrees 29 minutes 20 seconds West, a distance of 26.86 feet; thence South 78 degrees 16 minutes 58 seconds West, a distance of 123.15 feet; thence South 44 degrees 11 minutes 53 seconds West, a distance of 56.88 feet; thence South 26 degrees 42 minutes 14 seconds West, a distance of 55.90 feet; thence South 09 degrees 05 minutes 53 seconds East, a distance of 185.34 feet; thence South 36 degrees 09 minutes 21 seconds East, a distance of 87.32 feet; thence South 57 degrees 16 minutes 47 seconds East, a distance of 147.13 feet;

980200610

thence South 61 degrees 25 minutes 35 seconds East, a distance of 99.63 feet; thence North 77 degrees 04 minutes 47 seconds East, a distance of 307.97 feet; thence South 37 degrees 39 minutes 26 seconds East, a distance of 80.00 feet; thence South 01 degrees 41 minutes 00 seconds West, a distance of 142.02 feet; thence North 89 degrees 38 minutes 18 seconds West, a distance of 450.74 feet; thence North 09 degrees 45 minutes 08 seconds West, a distance of 110.80 feet; thence North 40 degrees 08 minutes 43 seconds West, a distance of 73.40 feet; thence North 76 degrees 46 minutes 02 seconds West, a distance of 182.74 feet; thence North 81 degrees 05 minutes 56 seconds West, a distance of 144.25 feet; thence North 11 degrees 28 minutes 01 seconds West, a distance of 22.91 feet; thence South 40 degrees 34 minutes 27 seconds West, a distance of 170.50 feet; thence South 36 degrees 31 minutes 35 seconds East, a distance of 139.74 feet to the point of curvature of a non-tangent curve, concave to the Southeast, having a radius of 350.00 feet, a central angle of 07 degrees 37 minutes 44 seconds, and a chord of 46.57 feet bearing North 65 degrees 37 minutes 50 seconds East; thence Northeasterly along said curve, a distance of 46.60 feet; thence South 20 degrees 33 minutes 18 seconds East, a distance of 50.00 feet; thence South 14 degrees 12 minutes 02 seconds East, a distance of 128.22 feet; thence North 75 degrees 47 minutes 58 seconds East, a distance of 75.00 feet; thence South 00 degrees 09 minutes 53 seconds East, a distance of 625.00 feet to the South line of said Southwest Quarter and the Centerline of said County Road 500N (Drake Road); thence North 89 degrees 38 minutes 19 seconds West, a distance of 730.60 feet along said South line and said centerline; thence North 01 degrees 28 minutes 18 seconds West, a distance of 419.60 feet; thence North 89 degrees 38 minutes 18 seconds West, a distance of 718.35 feet; thence North 00 degrees 21 minutes 42 seconds East, a distance of 2.00 feet; thence North 89 degrees 38 minutes 18 seconds West, a distance of 19.21 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord of 35.36 feet bearing South 45 degrees 21 minutes 42 seconds West; thence Southwesterly along said curve, a distance of 39.27 feet; thence South 00 degrees 21 minutes 42 seconds West, a distance of 89.49 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 150.00 feet, a central angle of 60 degrees 49 minutes 54 seconds, and a chord of 151.88 feet bearing South 30 degrees 46 minutes 39 seconds West; thence Northwesterly along said curve, a distance of 159.26 feet; thence South 61 degrees 11 minutes 36 seconds, a distance of 25.84 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 89.00 feet, a central angle of 42 degrees 15 minutes 44 seconds, and a chord of 64.17 feet bearing South 40 degrees 03 minutes 44 seconds West; thence Southwesterly along said curve, a distance of 65.65 feet;

980200619 =

thence South 18 degrees 55 minutes 52 seconds West, a distance of 27.06 feet to the point of curvature of a tangent curve, concave to the Northeast, having a radius of 20.00 feet, a central angle of 93 degrees 10 minutes 06 seconds, and a chord of 29.06 feet bearing South 27 degrees 39 minutes 11 seconds East; thence Southeasterly along said curve, a distance of 32.52 feet to the point of curvature of a tangent curve, concave to the North, having a radius of 635.00 feet, a central angle of 04 degrees 24 minutes 35 seconds, and a chord of 48.86 feet bearing South 76 degrees 26 minutes 32 seconds East; thence Easterly along said curve, a distance of 48.87 feet; thence South 08 degrees 20 minutes 20 seconds West, a distance of 40.00 feet to the Point of Beginning; said described tract containing 28.684 acres (1,249,480.543 square feet), more or less, subject to the right-of-way of County Road 600N and easements of record.

EXHIBIT "B"
Cobblestone Golf Course
20' Permanent Storm Easement Description
0.578 acres

Part of the Northeast Quarter of Section 1, Township 34 North, Range 10 East of the Second Principal Meridian in Noble County, Indiana, more particularly described as follows;

Commencing at a railroad spike on the centerline of County Road 600 North at the Northwest corner of said Northeast Quarter; thence North 89 degrees 39 minutes 18 seconds East (State Plane Coordinate bearing and the basis of bearings to follow) a distance of 632.00 feet along the North line of said Northeast Quarter and centerline of said County Road 600 North to the Northeast corner of an existing 3.47 acre tract described in Deed Book 150, Page 167, in the office of the Recorder, Noble County, Indiana; thence continuing North 89 degrees 39 minutes 18 seconds East a distance of 35.24 feet along the North line of said Northeast Quarter and centerline of said County Road 600 North to the Point of Beginning of the herein described tract; thence continuing North 89 degrees 39 minutes 18 seconds East a distance of 30.88 feet along said North line and centerline of said County Road 600 North; thence South 61 degrees 18 minutes 07 seconds West a distance of 52.64 feet; thence South 00 degrees 15 minutes 01 seconds West a distance of 1091.39 feet parallel with and 20 foot distant from the East line of said 3.47 acre tract; thence South 31 degrees 53 minutes 06 seconds West a distance of 135.08 feet; thence North 58 degrees 06 minutes 54 seconds West a distance of 20.00 feet; thence North 31 degrees 53 minutes 06 seconds East a distance of 129.41 feet; thence North 00 degrees 15 minutes 01 seconds East a distance of 1091.80 feet along the extension of and East line of said 3.47 acre tract; thence North 61 degrees 18 minutes 07 seconds East a distance of 40.20 feet to the Point of Beginning, said tract containing 0.578 acres (25,173.138 square feet), more or less.


Richard K. Karst, PLS 80040561



Date: August 6, 1997

222 WEST BERRY
FORT WAYNE, IN 46802

219-428-3336

EXHIBIT "C"

**Cobblestone Golf Course
30' Temporary Storm Easement Description**

0.893 acres

Part of the Northeast Quarter of Section 1, Township 34 North, Range 10 East of the Second Principal Meridian in Noble County, Indiana, more particularly described as follows;

Commencing at a railroad spike on the centerline of County Road 600 North at the Northwest corner of said Northeast Quarter; thence North 89 degrees 39 minutes 18 seconds East (State Plane Coordinate bearing and the basis of bearings to follow) a distance of 632.00 feet along the North line of said Northeast Quarter and centerline of said County Road 600 North to the Northeast corner of an existing 3.47 acre tract described in Deed Book 150, Page 167, in the office of the Recorder, Noble County, Indiana; thence continuing North 89 degrees 39 minutes 18 seconds East a distance of 66.06 feet along the North line of said Northeast Quarter and centerline of said County Road 600 North to the Point of Beginning of the herein described tract; thence continuing North 89 degrees 39 minutes 18 seconds East a distance of 61.77 feet along said North line and centerline of said County Road 600 North; thence South 61 degrees 18 minutes 07 seconds West a distance of 88.94 feet; thence South 00 degrees 15 minutes 01 seconds West a distance of 1082.20 feet parallel with and 50 foot distant from the East line of said 3.47 acre tract; thence South 31 degrees 53 minutes 06 seconds West a distance of 143.58 feet; thence North 58 degrees 06 minutes 54 seconds West a distance of 30.00 feet; thence North 31 degrees 53 minutes 06 seconds East a distance of 135.08 feet; thence North 00 degrees 15 minutes 01 seconds East a distance of 1091.39 feet parallel with and 20 foot distant from the East line of said 3.47 acre tract; thence North 61 degrees 18 minutes 07 seconds East a distance of 52.64 feet to the Point of Beginning, said tract containing 0.893 acres (38,907.321 square feet), more or less.


Richard K. Karst, PLS 80040561



Date: August 6, 1997

222 WEST BERRY
FORT WAYNE, IN 46802

219-426-3336