

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,  
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO  
AND MADE A PART OF THE DEDICATION AND PLAT OF  
JONATHAN’S LANDING, SECTION VI (LAKES AT JONATHAN’S LANDING),  
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

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St. Joe Development Corp. hereby declares that it is the Owner 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 said plat, being the certified plat appended hereto and incorporated herein. The subdivision shall be known as JONATHAN’S LANDING, SECTION VI (Lakes at Jonathan’s Landing), a Subdivision in Aboite Township, Allen County, Indiana.

The Lots are numbered from 229 to 262 inclusive, and all dimensions are shown in fact and decimals of a foot on the plat. All Street rights-of-way and walkway easements specifically shown or described are hereby expressly dedicated to public use for the usual and intended purpose. Utility easements are likewise reserved for their usual and intended purposes.

PREFACE

JONATHAN’S LANDING, SECTION VI (Lakes at Jonathan’s Landing) is a portion of a tract of real estate which will ultimately be subdivided into approximately 262 lots, all to be included and known as JONATHAN’S LANDING by various numerical sections. At the time of recordation of the Plat of JONATHAN’S LANDING, SECTION VI (Lakes at Jonathan’s Landing) there were recorded Articles of Incorporation of JONATHAN’S LANDING COMMUNITY ASSOCIATION, INC., it being platlor’s intention that each owner of a Lot in any section of JONATHAN’S LANDING shall become a member of said Community Association and shall be bound by its Articles of Incorporation and By-Laws.

ARTICLE I  
DEFINITIONS

Section 1. “Association” shall mean and refer to JONATHAN’S LANDING COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. “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 JONATHAN’S LANDING and its various Sections, and including contract sellers, excluding those having interest merely as security for the performance of an obligation.

Section 3. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the owner, including parks, play lots, play modules and picnic areas shown and designated on the plat.

Section 4. “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 lot or parts of more than one lot shall be considered a “LOT” unless said tract of land has a frontage of 70 feet in width at the established building line as shown on this plat.

Section 5. “Common Impoundment Basin” shall be that basin into which the surface drainage waters of JONATHAN’S LANDING, SECTION VI (Lakes at Jonathan’s Landing) drain in common with other Sections of JONATHAN’S LANDING and other areas included within the common drainage shed.

Section 6. “By-Laws” shall mean the By-Laws initially adopted by JONATHAN’S LANDING COMMUNITY ASSOCIATION, INC. and all amendments thereto.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas 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 suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment 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;
- (b) The right of the Association to dedicate or transfer all or any part of the Common Areas 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 By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, his guests or invitees or contract purchasers who reside on the property.

## ARTICLE III 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. Members shall be entitled to one (1) vote for each Lot owned.

## ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, exclusive of St. Joe Development Corp., hereby covenants and each Owner of any lot 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, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to its successors in title unless expressly assumed by them

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the residents in JONATHAN'S LANDING and for the improvement and maintenance of the Common Areas and for the facilities thereon. In addition, assessments shall be levied to provide for JONATHAN'S LANDING'S proportionate burden of the maintenance of the common impoundment basin into which its surface waters drain.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred and 00/100 Dollars (\$300.00) per Lot in Jonathan's Landing, Section VI (Lakes at Jonathan's Landing).

- (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 8% 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 8% by the vote or written assent of 51% of each class of members.
- (c) The Board of Directors may fix the annual assessments 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 for the purpose of defraying, in whole or in part, the cost of any new construction or repair or replacement thereof, of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessments for any such purpose shall be made if the taking of such assessment shall in any way jeopardize or affect the Association's ability to improve and maintain its Common Areas or to pay its pro rata share of the cost of maintaining the Common Impoundment Basin.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 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 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 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 conveyance of the Common Areas. The first annual assessment shall be adjusted according to the number of months 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 due dates shall be established by the Board of Directors. The Association will, 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. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. 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 mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V ARCHITECTURAL CONTROL

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties, nor shall any dwelling or other improvements on each home, as originally constructed and provided by Builder, be altered, changed, repaired or modified unless prior to the commencement of any work thereof, two complete plans and specifications therefor, including, as applicable, front, side and rear elevations, and floor

plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such lines thereof, shall have been first submitted in writing for approval and approved in writing by the Architectural Committee. The foregoing prior approval is intended to specifically apply to the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a home.

Section 2. Architectural Committee. The Architectural Committee shall consist of three (3) members, appointed by the Board of Directors. The members of the Architectural Committee shall serve at the pleasure of the Board of Directors.

Section 3. Endorsement of Plans. Approval of plans, specifications and location of improvements by the Architectural Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Committee to the person submitting the same. The approval of the Architectural Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications, if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other homes.

Section 4. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered, or maintained upon the Properties unless the same shall be erected, constructed, placed, or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Committee.

Section 5. Necessary Permits. All structures, fences, or other additions requiring Architectural Committee approval must also obtain all necessary permits and approvals required by any and all Governmental Agencies.

Section 6. Right of Entry. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property, subject to the jurisdiction of the Architectural Committee, under construction or on or in which the agent or member may believe that a violation of the covenants, restrictions, reservations, servitude or easements is occurring or has occurred.

## ARTICLE VI PROHIBITED USES

Section 1. Garbage and Trash. All garbage cans, trash containers, bicycles and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pickup by the appropriate authorities. Garbage cans and trash containers shall be placed at the curbside no sooner than the evening before and removed no later than the evening of the scheduled pickup.

Section 2. Structures. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the PRIOR APPROVAL OF THE ARCHITECTURAL COMMITTEE. Structures shall include, but not be limited to, play sets and/or jungle gyms.

Section 3. Clothes Line. No clothes, linens, or the like, shall be hung on clothes lines, or in any other manner, outside of a home such that the same is visible from any street.

Section 4. Vehicle Maintenance. No vehicle repairs or maintenance shall be allowed on the Properties. The following exceptions apply:

- (a) Washing and waxing is permitted on the Owner's driveway.
- (b) Maintenance of the Owner's own personal vehicle is permitted in the garage providing the door is capable of fully closing.

Section 5. Sidewalks. Operation of motorized vehicles is not permitted on the sidewalks or pass-thru easements on the Properties. This excludes wheelchairs or other devices employed by the handicapped.

## ARTICLE VII GENERAL PROVISIONS

Section 1. 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 house shall include not less than a two-car garage, which shall be built as part of said structure and attached thereto.

Section 2. No building shall be built on any Lot having a ground floor area upon foundation, exclusive of one-story open porches, breezeway or garage, of less than 1,400 square feet for a one-story dwelling; nor less than 900 square feet for a dwelling of more than one story.

Section 3. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of seven (7) feet to an interior Lot line. No dwelling shall be located nearer than twenty-five (25) feet to the rear lot line.

Section 4. No dwelling shall be erected or placed on any Lot having a width of less than 60 feet at the minimum building setback lines, nor shall any dwelling be erected or placed on any Lot having an area of less than 8,500 square feet.

Section 5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All easements dedicated on the face of the plat shall be kept free of all permanent structures. 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 overhead facilities of any kind for electrical, telephone or television service (except such pole and distribution 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 service by underground wires or cables. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electrical public utility shall be provided by owners of all lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any 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 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.

Section 5 (a). Surface Drainage Easements and Common Areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 6. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. No structure of a temporary character, trailer, boat, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any Lot at any time or used as a residence either temporarily or permanently.

Section 8. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 9. No television or radio masts, towers, poles, antennas or aerials may be erected, constructed, or maintained, provided, however, television discs, twenty-four (24) inches or less in diameter shall be permissible, provided same shall not be visible from any street or homes on either side and prior to installation shall have the approval of the Architectural Committee.

Section 10. 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 11. 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 purposes.

Section 12. 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 incinerators or outside incinerators shall be kept or allowed on any Lot.

Section 13. All buildings 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 of any building on any Lots of said Subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said Lots.

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

Section 15. In addition to the utility easements herein designated, easements in the street, as shown on this plat, are hereby reserved and granted to all Public Utility Companies, the proprietors of the land herein platted 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 16. No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged 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 Runoff Sewer System.

Section 17. Before any house or building on any Lot or tract in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the developer or any subsequent Owner of said Lot or tract shall install improvements serving said Lot or tract as provided in said plans and specifications for the Addition filed with the Allen County Plan Commission. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by an aggrieved Lot Owner in this Subdivision.

Section 18. Before any Lot or tract may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 19. The Association, St. Joe Development Corp., or 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 covenants and restrictions. Failure by the Association 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 20. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 21. No Lot or combination of Lots may be further subdivided until approval therefor has been obtained from the Allen County Plan Commission.

Section 22. Each dwelling will cause a yard light or other illumination device to be installed in the front yard fifteen (15) feet (plus or minus one foot) from the street curb. Such yard light or illumination device will be of such design and construction as shall be approved by the Architectural Committee; said Committee shall also have the authority to approve a change in the location of said yard light or illumination device. The Owner of said dwelling upon which said yard light or other illumination device shall have been installed shall cause said yard light or other illumination device to be illuminated at all times other than day-light hours.

Section 23. Plans and specifications for the Subdivision approved by and on file with the Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of all lots as shown on the approved plans. Installation of such sidewalks shall be the obligation of the Owners of those lots (exclusive of Developer). The sidewalks to be located on a Lot shall be completed in accordance with such plans and specifications prior to the issuance of a certificate of compliance for such Lot. This covenant is enforceable by the Plan Commission or its successor agency, by specific performance or other appropriate legal or equitable remedy. Should a certificate of compliance be issued to Developer for a Lot on which a sidewalk must be constructed, Developer shall be considered as an Owner subject to enforcement of this covenant with respect to that Lot.

Section 24. In order to minimize potential damage to residences from surface water, minimum flood protection grades are hereby established as set forth below. All residences on such Lots shall be constructed so that the minimum elevation of the first floor, or the minimum sill elevation of any opening below the first floor, equals or exceeds the applicable minimum flood protection grade established in this Section 24. The flood protection grades shall be Mean Sea Level and shall be as follows:

Section 25. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, St. Joe Development Corp., its successors or assigns shall have the exclusive right of two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions, with the approval of the Allen County Plan Commission, except Section 2 above.

IN WITNESS WHEREOF, Jeffry A. Gilmore, President of St. Joe Development Corp., Owner of the real estate described in said plat, has hereunto set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

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ST. JOE DEVELOPMENT CORP. by  
Jeffry A. Gilmore, President

STATE OF INDIANA        )  
                                      )  
COUNTY OF ALLEN        )        SS:

Before me, a Notary Public, in and for said County and State, personally appeared Jeffry A. Gilmore, President of St. Joe Development Corp., and acknowledged the voluntary execution of the above and foregoing instrument for the purposes and uses herein set forth this \_\_\_\_ day of \_\_\_\_\_, 2004.

WITNESS my hand and Notarial Seal.

	_____	Notary
My Commission Expires:	Resident of _____	County.
_____		