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**PROVIDING PROFESSIONAL AUCTION,
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**WITH SPECIALISTS IN REAL ESTATE,
FARM EQUIPMENT, ANTIQUES, HOUSEHOLD AND
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ALS EVERY YEAR... MAKING US BIG ENOUGH TO
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SMALL ENOUGH TO VALUE
YOUR BUSINESS!**



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101 S. RIVER RD.
N. MANCHESTER, IN 46962

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REAL ESTATE AUCTION TERMS

Beautiful, Move-In Ready Home with 3-Car Garage & 4 Seasons Room!

This property will be offered at Online Only Auction on Thursday, July 25, 2024 – Bidding begins closing out at 6 pm! Your bid constitutes a legal offer to purchase, and the final bid shall constitute a binding contract between the Buyer(s) and the Sellers. The auctioneer can settle any disputes on bidding & their decision will be final. The acreages and square footage amounts listed in this brochure & all marketing material are estimates taken from county records and/or aerial photos. The sellers reserve the right to determine the need for and type of survey provided. If completed, the cost of the survey will be shared 50/50 by the Sellers and the Buyer(s). An earnest money deposit of \$25,000 down the day of the auction with the balance due at closing. Said funds will be held in our Escrow account and will come off your balance due at closing. YOUR BIDDING IS NOT CONTINGENT UPON FINANCING. Buyer(s) agree to sign the purchase agreement within 24 hours of the auction ending and submit their earnest money to Metzger Property Services within the 24-hour time period via cash, check or wire transfer. Buyer(s) agree to pay an additional \$25 wire transfer fee if wiring said funds. Buyer(s) who fail to do so will be in breach of contract and are subject to damages &/or specific performance. The Sellers will provide a Warranty Deed & Owner's Title Insurance Policy at closing. The closing(s) shall be on or before August 30, 2024. Possession will be at closing. Taxes will be prorated to the day of closing. Real estate taxes for the entirety in 23' due in 24' were approximately \$2,831.72. Metzger Property Services LLC, Chad Metzger, & their representatives, are exclusive agents of the Sellers. All statements made on auction day take precedence over printed materials. The property is being sold "AS IS, WHERE IS" with no warranties expressed or otherwise implied. All decisions made by the auctioneer are final. Real Estate Brokers must register clients 24 hours in advance of the auction and be present at any showings your client attends to receive compensation. Client Registration form is in the documents section of the MLS.

Online Auction: Thursday, July 25, 2024

Bidding begins closing out at 6 pm!

8781 Alamasa Pl., Fort Wayne, IN 46835

St. Joseph Township • Allen County

www.BidMetzger.com



Metzger PROPERTY SERVICES, LLC
CHAD METZGER, CAL, CAGA
EXPANDING YOUR HORIZON...
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Beautiful Ranch Home with 3-Car Garage!



Beautiful, Move-In Ready Home with 3-Car Garage & 4 Seasons Room!

Selling via Online Auction on Thursday, July 25, 2024 - 6 pm

This beautiful 4 bedroom home offers the perfect blend of comfort, functionality, and style. The formal dining room off the entry sets an elegant tone, while the living room with vaulted ceilings creates a spacious and inviting atmosphere, seamlessly opening to the eat-in kitchen. The kitchen is a culinary haven, featuring an island, walk-in pantry, and a bar with seating, making it an ideal space for both meal preparation and casual dining. The recently added 4 seasons room, accessed from the living room, extends the living space and connects to the backyard, offering a seamless indoor-outdoor flow. The practicality of the home is evident in the mudroom, complete with a bench, hooks, and a half bath, conveniently located off the 3-car garage entrance. With 4 bedrooms, 2 full baths, and 2 half baths, this home provides ample space for family and guests, with the master ensuite boasting a tiled shower and a walk-in closet. Additionally, 3 more bedrooms, including 2 sharing a jack & jill bathroom, offer comfort and privacy. The well-appointed laundry room with storage and a sink, accessible from both the hallway and the master bedroom, adds convenience to the home's layout. Completing the home's appeal, a full attic over the garage, a sprinkler system, and a backup generator ensure both practicality and peace of mind. With its blend of style, functionality, and modern amenities, this home presents an exceptional opportunity for those seeking a move-in ready residence in a desirable neighborhood.

Come see all the amenities for yourself! Open House: Monday, July 22nd 5:30-6pm

Beautiful, Move-In Ranch with 3-Car Garage & 4 Seasons Room!

8781 Alamasa Pl., Fort Wayne, IN 46835

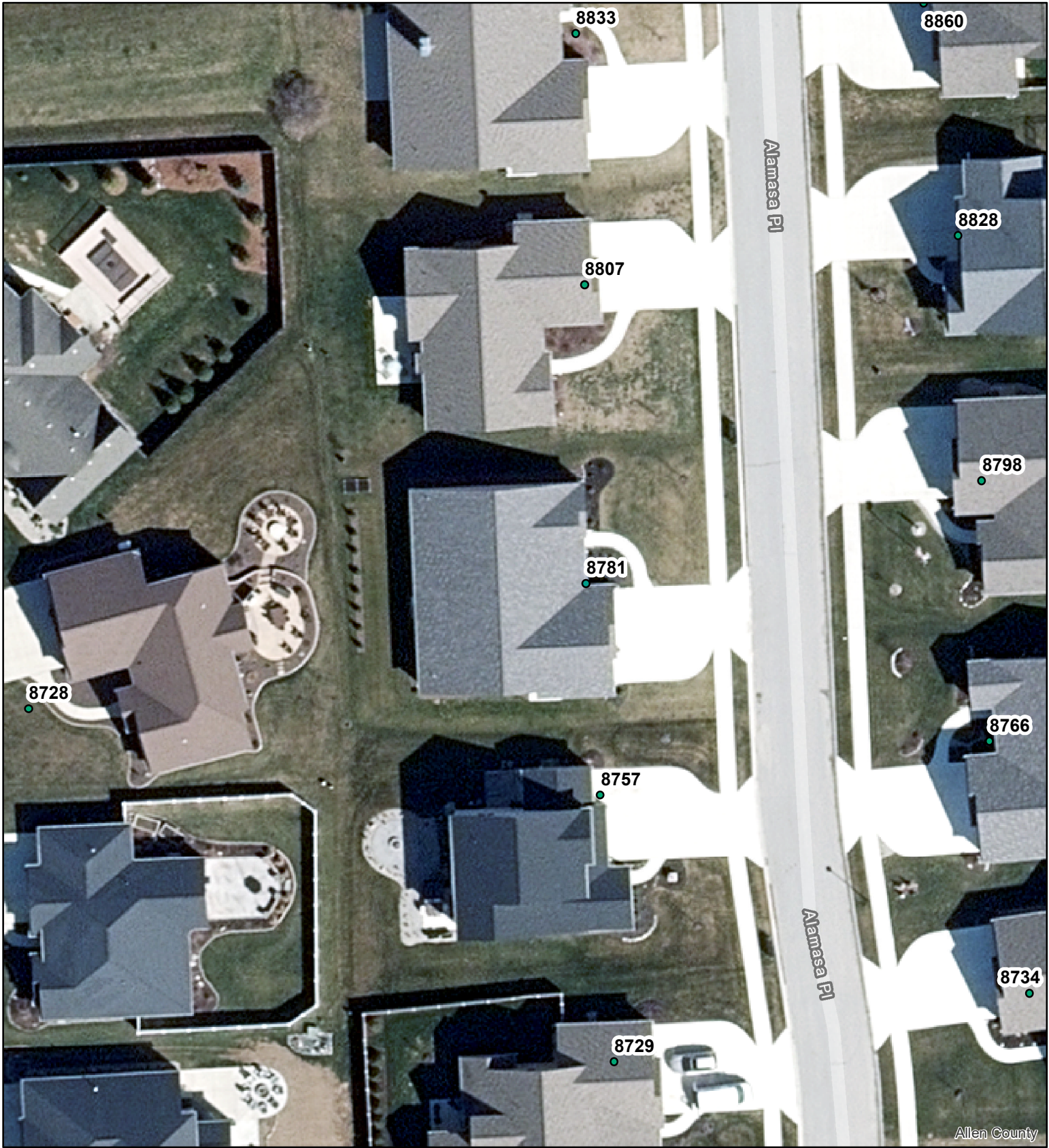


2,400+ SF Ranch Home!

- **Move-In Ready Home:**

- 4 bedrooms, 2 full baths, 2 half baths
- Open Concept Layout
- Spacious Eat-In Kitchen w/ Island
- 4 Seasons Room
- 3-Car Attached Garage
- Full Attic over Garage
- Sprinkler System
- Back-up Generator





Allen County


Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

© 2004 Board of Commissioners of the County of Allen
North American Datum 1983
State Plane Coordinate System, Indiana East



Date: 6/13/2024

1" = 42'

Property Type RESIDENTIAL	Status Active	CDO 1	DOM 1	Auction Yes
MLS # 202422852	7871 Alamasa Place	Fort Wayne	IN 46835	LP \$0
	Area Allen County	Parcel ID 02-08-12-103-056.000-063	Type Site-Built Home	Waterfront No
	Sub Foxwood	Cross Street	Bedrms 4	F Baths 2
	Township St Joe	Style One Story	REO No	H Baths 0
	School District FWC	Elem Shambaugh	JrH Jefferson	SrH Northrop
	Legal Description FOXWOOD SEC II LOT 92			
	Directions From 469, head north on St. Joe Rd. Then east on Flutter Rd, south on Wheelock & east on Foxwood Passage. Turn north on			
	Inside City N	City Zoning	County Zoning R1	Zoning Description

Remarks Beautiful, Move-In Ready Home with 3-Car Garage & 4-Seasons Room selling via Online Only Auction on Thursday, July 25, 2024 -- Bidding begins closing out at 6 pm! This beautiful 4 bedroom home offers the perfect blend of comfort, functionality, and style. The formal dining room off the entry sets an elegant tone, while the living room with vaulted ceilings creates a spacious and inviting atmosphere, seamlessly opening to the eat-in kitchen. The kitchen is a culinary haven, featuring an island, walk-in pantry, and a bar with seating, making it an ideal space for both meal preparation and casual dining. The recently added 4 seasons room, accessed from the living room, extends the living space and connects to the backyard, offering a seamless indoor-outdoor flow. The practicality of the home is evident in the mudroom, complete with a bench, hooks, and a half bath, conveniently located off the 3-car garage entrance. With 4 bedrooms, 2 full baths, and 2 half baths, this home provides ample space for family and guests, with the master ensuite boasting a tiled shower and a walk-in

Agent Remarks Online Auction: Thurs. 7.25.24 6pm Open House: Mon. 7.22.24 5:30-6pm TERMS: \$25,000 down the day of the auction with the balance at closing. The Sellers will provide a Warranty Deed at closing. The Sellers will provide an Owner's Title Insurance Policy. If survey is required for clear title, the costs shall be split 50/50 by the Seller and Buyer(s). RE BROKERS: Must Register Clients 24 hrs. in advance of the auction & be present with them at any & all showings they attend including the auction to receive

Sec	Lot 92	Lot	0.2300	/	10,200	/	85X120	Lot Desc	0-2.9999				
Above Gd Fin SqFt	2,471	Above Gd Unfin SqFt	0	Below Gd Fin SqFt	0	Ttl Below Gd SqFt	0	Ttl Fin SqFt	2,471	Year Built	2018		
Age	6	New Const	No	Date Complete		Ext	Brick, Vinyl	Bsmt	Slab	#	8		
Room Dimensions		Baths	Full	Hal	Water	CITY		Basement Material					
	RM DIM	LV	B-Main	2	0	Well Type		Dryer Hookup Gas	No	Fireplace	No		
LR	17 x 24		B-Upper	0	0	Sewer	City	Dryer Hookup Elec	No	Guest Qtrs	No		
DR	10 x 11		B-Blw	0	0	Fuel /	Gas, Forced Air	Dryer Hookup G/E	No	Split FlrPln	No		
FR	x		Laundry Rm	Main		Heating		Disposal	No	Ceiling Fan	Yes		
KT	28 x 17		Laundry L/W	8 x 10		Cooling	Central Air	Water Soft-Owned	Yes	Skylight	No		
BK	x		AMENITIES 1st Bdrm En Suite, Ceiling Fan(s), Ceilings				Water Soft-Rented	No	ADA Features	No			
DN	x		-Vaulted, Closet(s) Walk-in, Foyer Entry, Generator-Whole				Alarm Sys-Sec	No	Fence				
1B	13 x 15		House, Kitchen Island, Open Floor Plan, Pantry-Walk In,				Alarm Sys-Rent	No	Golf Course	No			
2B	8 x 12						Garden Tub	No	Nr Wlkg Trails	No			
3B	12 x 12		Garage	3.0	/ Attached	/	33 x 24	/	792.00	Jet Tub	No	Garage Y/N	Yes
4B	12 x 12		Outbuilding 1	None			x			Pool	No	Off Street Pk	
5B	x		Outbuilding 2				x			Pool Type			
RR	x		Assn Dues	\$439.00	Frequency	Annually		SALE INCLUDES Dishwasher, Microwave, Refrigerator, Washer, Dryer-Electric, Kitchen Exhaust Hood, Oven-Built-In, Oven-Double, Range-Gas, Water Heater Gas, Water Softener-Owned					
LF	x		Other Fees	\$319.00									
EX	10 x 29		Restrictions										

Water Access		Wtr Name		Water Frontage		Channel	
Water Features				Water Type		Lake Type	
Auctioneer Name	Chad Metzger	Lic #	AC31300015	Auction Date	7/25/2024	Time	6 pm
Financing:	Existing	Proposed		Location	Online Only: bidmetzger.com		
Annual Taxes	\$2,831.72	Exemption	Homestead, Supplemental	Year Taxes Payable	2024	Assessed Value	
Possession	at closing						
List Office	Metzger Property Services, LLC - Off: 260-982-0238			List Agent	Chad Metzger - Cell: 260-982-9050		
Agent E-mail	chad@metzgerauction.com			List Agent - User Code	UP388053395	List Team	
Co-List Office		Co-List Agent					
Showing Instr	Showingtime or Open House						
List Date	6/20/2024	Start Showing Date		Exp Date	12/31/2024	Owner/Seller a Real Estate Licensee	No
Contract Type	Exclusive Right to Sell	Buyer Broker Comp.	1.0%	Variable Rate	No	Special List Cond.	None
Virtual Tours:		Lockbox Type	None	Lockbox Location	n/a	Type of Sale	
Pending Date		Closing Date		Selling Price		How Sold	
Ttl Concessions Paid		Sold/Concession Remarks				Conc Paid By	
Sell Office		Sell Agent				Sell Team	
Co-Sell Office		Co-Sell Agent					

Presented Chad Metzger - Cell: 260-982-9050 / Metzger Property Services, LLC - Off: 260-982-0238

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SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6 / 6-14)

Date (month, day, year)

6-18-24

NOTE: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code)

8781 Alamasas Place Fort Wayne, IN 46835

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Built-in Vacuum System	✓			
Clothes Dryer			✓	
Clothes Washer			✓	
Dishwasher			✓	
Disposal			✓	
Freezer	✓			
Gas Grill	✓			
Hood	✓			
Microwave Oven			✓	
Oven			✓	
Range			✓	
Refrigerator			✓	
Room Air Conditioner(s)			✓	
Trash Compactor	✓			
TV Antenna / Dish	✓			
Other:				

B. ELECTRICAL SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Air Purifier	✓			
Burglar Alarm	✓			
Ceiling Fan(s)			✓	
Garage Door Opener / Controls			✓	
Inside Telephone Wiring and Blocks / Jacks				✓
Intercom	✓			
Light Fixtures	✓		✓	
Sauna			✓	
Smoke / Fire Alarm(s)			✓	
Switches and Outlets			✓	
Vent Fan(s)			✓	
60 / 100 / 200 Amp Service (Circle one)			✓	
Generator			✓	

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Cistern	✓			
Septic Field / Bed	✓			
Hot Tub	✓			
Plumbing			✓	
Aerator System	✓			
Sump Pump	✓			
Irrigation Systems			✓	
Water Heater / Electric	✓			
Water Heater / Gas			✓	
Water Heater / Solar	✓			
Water Purifier	✓			
Water Softener			✓	
Well	✓			
Septic & Holding Tank/Septic Mound	✓			
Geothermal and Heat Pump	✓			
Other Sewer System (Explain)	✓			
Swimming Pool & Pool Equipment	✓			

D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Attic Fan	✓			
Central Air Conditioning			✓	
Hot Water Heat	✓			
Furnace Heat / Gas			✓	
Furnace Heat / Electric	✓			
Solar House-Heating	✓			
Woodburning Stove	✓			
Fireplace	✓			
Fireplace Insert	✓			
Air Cleaner	✓			
Humidifier			✓	
Propane Tank	✓			
Other Heating Source	✓			

	Yes	No	Do Not Know
Are the structures connected to a public water system?	✓		
Are the structures connected to a public sewer system?	✓		
Are there any additions that may require improvements to the sewage disposal system?			✓
If yes, have the improvements been completed on the sewage disposal system?			✓
Are the improvements connected to a private/community water system?			✓
Are the improvements connected to a private/community sewer system?			✓

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
<i>[Signature]</i>	6/18/24		
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)

Property address (number and street, city, state, and ZIP code)

2. ROOF	YES	NO	DO NOT KNOW
Age, if known: <u>5</u> Years.			
Does the roof leak?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?			<input checked="" type="checkbox"/>
Is there more than one layer of shingles on the house?		<input checked="" type="checkbox"/>	
If yes, how many layers? _____			

3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?			<input checked="" type="checkbox"/>
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-16?		<input checked="" type="checkbox"/>	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		<input checked="" type="checkbox"/>	

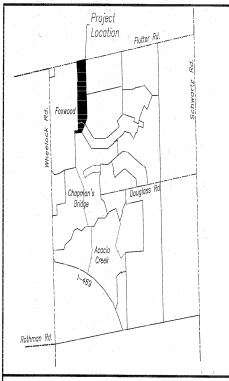
Explain:

E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:
(Use additional pages, if necessary)

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?		<input checked="" type="checkbox"/>	
Are there any foundation problems with the structures?		<input checked="" type="checkbox"/>	
Are there any encroachments?		<input checked="" type="checkbox"/>	
Are there any violations of zoning, building codes, or restrictive covenants?		<input checked="" type="checkbox"/>	
Is the present use a non-conforming use? Explain:			
Is the access to your property via a private road?		<input checked="" type="checkbox"/>	
Is the access to your property via a public road?	<input checked="" type="checkbox"/>		
Is the access to your property via an easement?		<input checked="" type="checkbox"/>	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		<input checked="" type="checkbox"/>	
Are there any structural problems with the building?		<input checked="" type="checkbox"/>	
Have any substantial additions or alterations been made without a required building permit?	<input checked="" type="checkbox"/>		
Are there moisture and/or water problems in the basement, crawl space area, or any other area?		<input checked="" type="checkbox"/>	
Is there any damage due to wind, flood, termites or rodents?		<input checked="" type="checkbox"/>	
Have any structures been treated for wood destroying insects?		<input checked="" type="checkbox"/>	
Are the furnace/woodstove/chimney/flue all in working order?	<input checked="" type="checkbox"/>		
Is the property in a flood plain?		<input checked="" type="checkbox"/>	
Do you currently pay flood insurance?		<input checked="" type="checkbox"/>	
Does the property contain underground storage tank(s)?		<input checked="" type="checkbox"/>	
Is the homeowner a licensed real estate salesperson or broker?		<input checked="" type="checkbox"/>	
Is there any threatened or existing litigation regarding the property?		<input checked="" type="checkbox"/>	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?	<input checked="" type="checkbox"/>		
Is the property located within one (1) mile of an airport?		<input checked="" type="checkbox"/>	

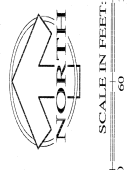
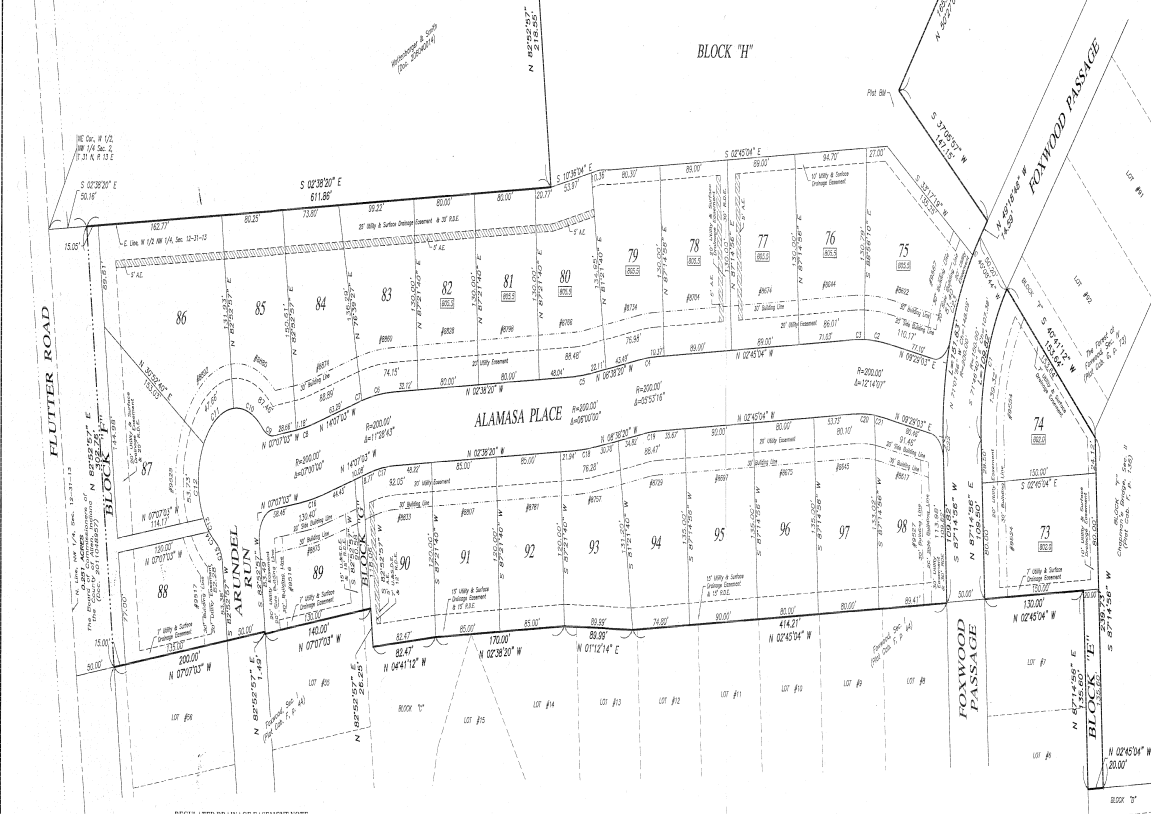
The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>[Signature]</i>	Date (mm/dd/yy) <u>6-18-24</u>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



- PLAT LEGEND**
- Plat Boundary Line
- Interior Street and Road Right-of-Way Line
- Interior Lot Line
- Building Set-back Line
- Easement Line
- Alighting Plat Interior Lot Line
- ANNI Street Address Number
- NN Lot Number and Block Designation
- AWWWWW Street Centerline Curve Data
- Minimum Flood Protection Grade

Location Map



FOXWOOD, SECTION II

A subdivision of part of the Northwest Quarter of Section 12,
Township 31 North, Range 13 East, Allen County, Indiana.

Developer:
SI Development Corp.
10808 La Cabreah Lane
Fort Wayne, IN 46845
Tel: 260/489-7095

Surveyor - Planner:
Sauer Land Surveying, Inc.
14033 Illinois Road, Suite C
Fort Wayne, IN 46814
Tel: 260/469-3300

Part of the Northwest Quarter of Section 12, Township 31 North, Range 13 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northwest corner of said Section 12, being marked by a cast iron monument; thence North 42 degrees 52 minutes 57 seconds East (GPS grid bearing) and on the basis of all bearings in this description, on and along the North line of said Northwest Quarter a distance of 1339.39 feet to a survey nail at the Northeast corner of the West Half of said Northwest Quarter; thence South 02 degrees 38 minutes 20 seconds East, on and along the East line of the West Half of said Northwest Quarter, a distance of 501.16 feet to a 25' rebar at the Southeast corner of all 251 acre tract of real estate described in a deed to the Board of Commissioners of the County of Allen, Indiana, in Document Number 201044887 in the Office of the Recorder of Allen County, Indiana, this being the true point of beginning; thence South 02 degrees 38 minutes 20 seconds East, continuing on and along said East line, a distance of 611.88 feet to a 25' rebar at the Northwest corner of a 11.66 acre tract of real estate described in a deed to Joseph L. Zehr, as Trustee under the Joseph L. Zehr Trust Agreement, dated May 9, 2005, in Document Number 20050201 in the Office of the Recorder of Allen County, Indiana, on and along the North line of said Northwest Quarter, a distance of 218.55 feet to a 25' rebar; thence South 28 degrees 20 minutes 18 seconds East, a distance of 143.84 feet to a 25' rebar; thence South 13 degrees 45 minutes 04 seconds East, a distance of 172.23 feet to a 25' rebar; thence South 01 degrees 47 minutes 37 seconds East, a distance of 330.04 feet to a 25' rebar; thence North 59 degrees 27 minutes 06 seconds West, a distance of 105.24 feet to a 25' rebar; thence South 17 degrees 03 minutes 15 seconds West, a distance of 147.15 feet to a 25' rebar on the North right-of-way line of Foxwood Passage, as shown on the plat of The Forest at Foxwood, Section IV, as recorded in Plat Cabinet G, page 73, in the Office of said Recorder; thence North 09 degrees 18 minutes 48 seconds West, on and along said North right-of-way line, a distance of 14.59 feet to the point of curvature of a tangent circular curve to the left having a radius of 200.00 feet, thence Westerly, continuing on and along said North right-of-way line, an arc distance of 151.63 feet, being subtended by long chord having a length of 118.02 feet and a bearing of North 71 degrees 01 minutes 56 seconds West to a 25' rebar the point of tangency; thence South 87 degrees 14 minutes 56 seconds West, continuing on and along said North right-of-way line and tangent said curve, a distance of 100.82 feet to a 25' rebar at the East corner of the plat of Foxwood, Section I, as recorded in Plat Cabinet G, page 44, in the Office of said Recorder; thence Northerly, on and along the East line of said Northwest Quarter, a distance of 141.21 feet to a 25' rebar; thence North 01 degrees 11 minutes 12 seconds East, a distance of 89.99 feet to a 25' rebar; thence North 02 degrees 38 minutes 20 seconds East, a distance of 170.00 feet to a 25' rebar; thence North 04 degrees 12 seconds West, a distance of 82.45 feet to a 25' rebar; thence North 02 degrees 52 minutes 57 seconds East, a distance of 262.25 feet to a 25' rebar; thence North 07 degrees 07 minutes 03 seconds East, a distance of 140.00 feet to a 25' rebar; thence North 02 degrees 52 minutes 57 seconds East, a distance of 1.49 feet to a 25' rebar; thence North 07 degrees 07 minutes 03 seconds West, a distance of 200.00 feet to a 25' rebar at the Southwest corner of said 251 acre tract;

thence North 82 degrees 52 minutes 57 seconds East, on and along the South line of said 251 acre tract, a distance of 700.76 feet to the true point of beginning, containing 1.762 acres of land, subject to legal right-of-way for Flutter Road, and subject to all easements of record.

TOGETHER WITH:

Part of the Northwest Quarter of Section 12, Township 31 North, Range 13 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northwest corner of said Section 12, being marked by a cast iron monument; thence North 82 degrees 52 minutes 57 seconds East (GPS grid bearing) and on the basis of all bearings in this description, on and along the North line of said Northwest Quarter, a distance of 1339.39 feet to a survey nail at the Northeast corner of the West Half of said Northwest Quarter; thence South 02 degrees 38 minutes 20 seconds East, on and along the East line of the West Half of said Northwest Quarter, a distance of 602.02 feet to the 25' rebar at the Northeast corner of the West Half of said Northwest Quarter; thence South 02 degrees 38 minutes 20 seconds East, a distance of 170.00 feet to a 25' rebar; thence North 04 degrees 12 seconds West, a distance of 82.45 feet to a 25' rebar; thence North 02 degrees 52 minutes 57 seconds East, a distance of 262.25 feet to a 25' rebar; thence North 07 degrees 07 minutes 03 seconds East, a distance of 140.00 feet to a 25' rebar; thence North 02 degrees 52 minutes 57 seconds East, a distance of 1.49 feet to a 25' rebar; thence North 07 degrees 07 minutes 03 seconds West, a distance of 200.00 feet to a 25' rebar at the Southwest corner of said 251 acre tract;

REGULATED DRAINAGE EASEMENT NOTE:

A petition addressed to the Allen County Drainage Board has been filed in duplicate with the County Surveyor, requesting that the subdivision storm drainage system and its easements be accepted into the County's regulated drainage system. The storm drainage system and its easements that are accepted into the County's regulated drainage system are defined in the plat as Regulated Drainage Easements (RDEs). Regulated Drainage Easements are stormwater easements and drainage right-of-way that are hereby dedicated to the public and to the Allen County, Indiana, Drainage Board for the sole and exclusive purpose of controlling surface water runoff for the installation, operation, and maintenance of storm sewers and the drains as defined in Allen County Stormwater Management Ordinance. These drainage easements are established under authority of the Indiana Drainage Code and the said Board may exercise powers and duties as provided in said code (e.g., annual drainage assessment per lot). All other storm drainage easements have not been accepted into the County's system. All drainage improvements performed relative to the conveyance of Stormwater runoff and the personal maintenance thereof, with the later covenants, shall be the responsibility of the owner or homeowner association. The Allen County Drainage Board assumes no responsibility relative to said improvements or the maintenance thereof.

DRAINAGE SYSTEM TABLE

Storm Sewer Drainage	12770 feet
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- 1. All buried utilities shall allow for the proposed grade of all shown on the approved engineering plans.
- 2. U, H, S, G, L, indicates utility and surface drainage easement.
- 3. Side A, L, indicates side building line on corner lots.
- 4. All right-of-way intersection roads are 20 feet.
- 5. "B" shows elevation indicates minimum flood protection.
- 6. All common areas to be dikeless utility and surface drainage easements.
- 7. All easement approved Encroachment within Regulated Drainage.

AREA TABLE

Lot	Area (Ac. +/-)
73	12000
74	22500
75	41250
76	117500
77	115000
78	115000
79	115000
80	115000
81	115000
82	115000
83	115000
84	115000
85	115000
86	115000
87	115000
88	115000
89	115000
90	115000
91	115000
92	115000
93	115000
94	115000
95	115000
96	115000
97	115000
98	115000
99	115000
100	115000

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- 2. U, H, S, G, L, indicates utility and surface drainage easement.
- 3. Side A, L, indicates side building line on corner lots.
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85	115000
86	115000
87	115000
88	115000
89	115000
90	115000
91	115000
92	115000
93	115000
94	115000
95	115000
96	115000
97	115000
98	115000
99	115000
100	115000

The drainage system in this subdivision has been established as the Foxwood, Section II, Regulated Drainage Order LC 36-9-27-14. The other drain classification of all drainage pipes requires a right-of-way thirty (30) feet in width centered on the centerline of the pipes as forth in LC 36-9-27-14(1). The Drainage Board may allow permanent structures within the right-of-way adjacent under LC 36-9-27-14(2).

Consent for permanent structures issued by the Allen County Drainage Board on February 23, 2016, in accordance with Indiana Code 36-9-27-14, on file at the Allen County Surveyor's Office as Drainage Board Doc. #16-012 reference - Foxwood, Section II, Regulated Drainage.

CERTIFICATE OF SURVEYOR

I, John C. Sauer, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; that based on my knowledge, experience and belief this plat and accompanying legal description accurately depicts a subdivision of real estate described in Documents Numbered 2010443001 and 2010463002 in the Office of the Recorder of Allen County, Indiana; that following the completion of construction and grading, all corners will be marked with 24 inch long rebar bearing casted caps impregnated "Sauer S086"; and that there has been no change from the nature of survey revealed by the survey referenced herein, or any prior subdivision plats contained therein, on any line that contains such survey subdivision.

I, John C. Sauer, certify the above statements to be correct to the best of my information, knowledge, and belief. I affirm, under the penalties for perjury, that I have taken reasonable care to reflect each Social Security number in this document, unless required by law.

John C. Sauer, Surveyor
Date: 08/11/2016
ELEVATION = 809.39 feet (NGVD 29)
ELEVATION = 802.84 feet (NGVD 29)

Plot Benchmark #1: Top of Bronze Disk installed in the Southeast end of a concrete Grade Beam, placed in Block 'H' of Foxwood, Section II, with the elevation 1024.84 feet stamped in the disk.

APPROVALS

ALLEN COUNTY PLAN COMMISSION
DATE: 08/19/16

ALLEN COUNTY SURVEYOR
DATE: 8-19-16

BOARD OF COMMISSIONERS
DATE: 9/30/16

ZONING ADMINISTRATOR
DATE: 9-20-2016

ATTEST:
Jana K. Kelly, REC. CLERK

This plat is entirely within a Right 12 - LAC 865 boundary survey certified by John C. Sauer, Indiana Land Surveyor, and duly recorded under Document Number 2010441754 in the Office of the Recorder of Allen County, Indiana.

John K. Ruff

OCT -5 2016

RECORDED

Plat Cab. G Page 149

RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO THE PLAT OF FOXWOOD, SECTION II, A SUBDIVISION IN ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

SJ Development Corp., an Indiana Corporation, (the "Developer") by Joseph L. Zehr, President, declares that it is the owner of the real estate shown and legally described in this plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified plat attached to and incorporated by reference in this document. The platted Subdivision shall be known and designated as Foxwood Section II, a Subdivision in St. Joseph Township, Allen County, Indiana (the "Subdivision").

The Lots shall be subject to and impressed with the covenants, limitations, easements and restrictions hereinafter set forth. The provisions herein contained shall run with the land and shall inure to the benefit of the Owners of the Lots and the land included therein, and their respective legal representatives, successors, grantees, heirs and assigns.

The Lots shown on the Plat are numbered from 73 through 98 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 expressly dedicated to public use for their usual and intended purposes.

PREFACE

In addition to the recordation of the Plat and this document, there has or will be recorded articles of incorporation for an Indiana not-for-profit corporation to be known as Communities of Foxwood Association, Inc. (the "Association"), and each Owner of a Lot in all Sections of Foxwood and The Forest at Foxwood Subdivisions shall become a member of the Association, and be bound by its articles of incorporation and bylaws, upon acquisition of title to a Lot. Developer reserves the right to subdivide and plat, and to consent to allow third parties to subdivide and plat nearby and/or adjacent real estate as additional Sections of the Subdivision, and the lots in such additional Sections subsequently platted and subdivided may also be permitted or required to be members of the Association upon acquisition of title to a lot to such additional sections as may be more particularly provided in the recorded plats of such additional sections, if any.

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

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

1.2 "Association". The Communities of Foxwood Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

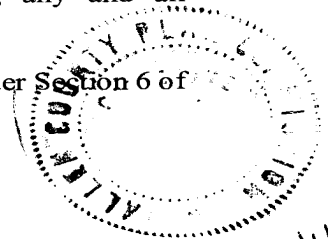
1.3 "Benefited Subdivisions". The subdivisions known or to be known as Chapman's Bridge, The Villas at Foxwood, Foxwood and The Forest at Foxwood (including all existing and future sections of all such subdivisions).

1.4 "Builder". An individual or entity who is licensed to build single-family residential dwellings in the county in which the subdivision is located and is the Owner of a Lot in the Subdivision.

1.5 "Board of Directors". The duly elected or appointed board of directors of the Association.

1.6 "Bylaws". The Bylaws adopted by the Association, including any and all amendments to those Bylaws.

1.7 "Committee". The Architectural Control Committee established under Section 6 of these Covenants.



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1.8 "Common Area". All real property owned by the Association for the common use and enjoyment of Owners.

1.9 "Covenants". This document and the restrictions, limitations and covenants imposed under it and the Plat.

1.10 "Common Impoundment Basin". That area which serves as an impoundment basin for surface water runoff for the Benefited Subdivisions. The location of the Common Impoundment Basin will be located wholly within the Common Area of each of the Benefited Subdivisions, and is defined as that area within the Common Area of each of the Benefited Subdivisions which is lower than 794.5 Mean Sea Level.

1.11 "The Communities of Foxwood". An integrated residential development located in Allen County, Indiana which includes, Foxwood, Section I, and all subsequent sections, and The Forest at Foxwood, Section I, and all subsequent sections.

1.12 "Developer". SJ Development Corp., an Indiana corporation, and any Successor Developer designated by the Developer.

1.13 "Lot, and in plural form, Lots". Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence may be or is erected in accordance with the Covenants, and any applicable zoning ordinance; provided, however, that no tract of land consisting of part of a Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 70 feet in width at the established front building line as shown on the Plat and further meets the requirements of Section 7.4.

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

1.15 "Zoning Authority". The applicable governmental Plan Commission and/or Zoning Authority, or its successor agency, then having zoning authority and jurisdiction over the Real Estate to issue improvement location permits, and to issue certificates of occupancy for residences constructed on Lots.

1.16 "Plat". This recorded secondary plat of Foxwood, Section II.

1.17 "Subdivisions". The Subdivisions of Foxwood and The Forest at Foxwood, including all existing and future sections of such subdivisions.

Section 2. PROPERTY RIGHTS.

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

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

2.1.2 To impose reasonable restrictions, limitations, conditions, rules, and regulations regarding Owner's use and enjoyment of the Common Area.

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



2.1.4 To dedicate or transfer all or any part of the Common Area or any interest or easement therein to any public agency, authority or utility upon the vote and approval of at least two-thirds (2/3) of each class of Association members. Provided however, that Developer, without such vote and approval, may, prior to the time when fee simple title to all Lots have been conveyed by Developer, transfer, dedicate or convey such portions of the Common Area to adjoining Lot Owners as may necessary to allow such adjoiners to comply with the requirements of the Zoning Authority, permit requirements, or with provisions of Section 7, and the Developer may convey easements in, on and over any Common Area to a public utility, before the Authority Transfer Date to any Common Area to the Association, but no such easement shall be granted over areas on which structures or buildings then exist. No such dedication or transfer, except those made by Developer as provided above, shall be effective unless an instrument signed by at least two-thirds of each class of Association members agreeing to such dedication or transfer, is recorded.

2.2 Delegation of Use. An Owner may delegate, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Area and any recreational facilities located thereon, to members of the Owner's family residing on the Owner's Lot, and tenants or land contract purchasers who reside on the Owner's Lot.

Section 3. MEMBERSHIP AND VOTING RIGHTS

3.1 Membership of Owner. All Owners shall be members of the Association, and shall be subject to and bound by the Articles and By Laws of the Association from the commencement of ownership to a Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 Association Classes of Membership. The Association shall have the following two classes of voting memberships:

3.2.1 **Class A.** Class A membership consists of all Owners, except Developer. Class A members shall be entitled to one vote for each Lot owned after and only after the Authority Transfer Date set forth in Section 4.1. Prior to the Authority Transfer Date, Class A Lot Owners shall have no voting rights in the Association. When more than one person holds an interest in a Lot, all such persons shall be members. The vote, when applicable and effective, for such Lot shall be exercised as its Owners among themselves determine; but in no event shall more than one vote be cast with respect to each Lot.

3.2.2 **Class B.** Class B membership consists of Developer. The Class B member shall be entitled to 600 votes less than number of votes which Class A members are entitled to exercise. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:

3.3.2.1 When fee simple title to all Lots have been conveyed by Developer;
or

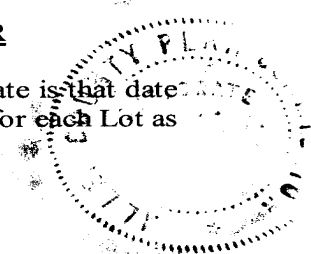
3.3.2.2 on December 31, 2026; or

3.3.2.3 when Developer executes and records an irrevocable disclaimer of its Class B membership.

3.2.3 **Additional Sections.** The Developer reserves the right to subdivide and plat, and to consent to and allow third parties to subdivide and plat nearby and/or adjacent real estate as additional Sections of the Subdivision, and each Owner of a Lot in such additional Sections shall, pursuant to the terms of that recorded plat and covenants, also be members of the Association as provided therein, and provided further that Developer shall have Class B voting rights for its lots in such additional Sections in a ratio of not more than three to one (3:1).

Section 4. INITIAL MANAGEMENT AND CONTROL BY DEVELOPER

4.1 Definition of "Authority Transfer Date". The Authority Transfer Date is that date upon which Class A members of the Association shall have and hold voting rights for each Lot as



set forth in section 3.2 hereof and in the Articles and By-Laws of the Association. Such Date shall be the earlier of:

- (a) When title to 50% of the Lots in the Subdivisions have been conveyed, or
- (b) When Developer, in its sole and absolute discretion, so determines and provides sixty days' prior Notice to the Owners.

4.2 Prior to the Authority Transfer Date. Prior to the Authority Transfer Date as defined above, the Developer shall appoint all members of the Board of Directors of the Association, and the Class A members shall have no voting rights in the Association. Directors appointed by the Developer shall serve at the will of the Developer and shall be deemed to be Owners only for the purpose of serving on the Board. Meetings of the Board of Directors, prior to the Authority transfer Date, shall not be required to be held open to Lot Owners, and notice of such meetings to Owners shall not be required. In addition, prior to the Authority Transfer Date, the Board shall not be required to seek Owner approval of the budget or the Annual Assessment.

4.3 Assessment limitations. Prior to the Authority Transfer Date, the Board may increase the annual assessment, but not by more than 8% above the annual assessment for the previous year.

Section 5. COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, except Developer and a Builder that has been temporarily exempted as provided hereinafter, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements and professional accounting, and legal fees of the Association. Such assessments shall be established and collected as provided in these Covenants and the Bylaws. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on a Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. Notwithstanding any other provision herein to the contrary, Developer shall have the absolute and unrestricted right from time to time to temporarily exempt a Builder as a Lot Owner from the obligation to pay any Assessments or any lien for any such Assessments. A temporary exemption, if so granted by Developer to a Builder shall terminate at the earlier of: (i) six (6) years from the date of acceptance of a deed from Developer; (ii) thirty days after the Developer provides the Builder with written notice of the revocation of the temporary exemption; (iii) the date on which the Builder first conveys title to the Lot, to a successor-in-interest, but nothing contained herein shall prevent Developer from granting the successor-in-interest a temporary exemption if the successor-in-interest is a Builder; or is holding the Lot in inventory for sale; or (iv) the date on which a residence located on a Lot is occupied by residents living therein. A Lot Owner first acquiring title from a Builder that was granted a temporary exemption shall be obligated to pay the prorated remaining portion (based upon a per diem basis) of any Assessment at the time of and concurrently with the successor in interest's acquisition of title to the Lot from the Builder. The prorated remaining portion of the Assessment due from the Owner first acquiring title from a Builder shall be a lien against a Lot, and shall not be subordinate to the lien of any first mortgage.

5.2 Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents in the Subdivisions, for the improvement of Common Areas in the Subdivisions, the proportionate cost of the maintenance of any Common Impoundment Basins located in any Common Areas into which the Subdivision's stormwater drain and attendant water level control structures, for professional accounting and legal fees of the Association, and for solid waste disposal as provided in Section 8.

5.3 Maximum Annual Assessments and Administrative Fees. Until January 1 of the year immediately following the first conveyance by Developer of a Lot, the maximum annual

assessment shall be \$290.00 per Lot, plus an annual assessment for garbage and solid waste disposal pursuant to Section 8. The Annual assessment includes 62% of the cost of maintaining the Common Impoundment Basin, ("Common Impoundment Basin Maintenance") as set forth in Section 5.4. From and after the Authority Transfer Date, subsequent assessments may be made by the Board of Directors, as follows:

5.3.1 From and after the Authority Transfer Date, the maximum annual assessment may be increased each year by the Board of Directors, by a percentage not more than 8% above the annual assessment for the previous year, without a vote of the membership.

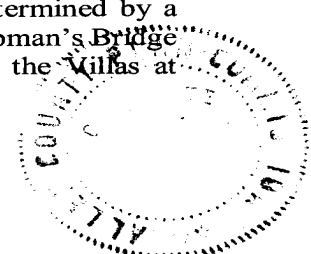
5.3.2 From and after the Authority Transfer Date, the maximum annual assessment may be increased by a percentage in excess of 8% only by the vote or written consent of a majority of each class of members of the Association.

5.3.3 The Association may assess against a Lot a reasonable charge for providing a letter (a "Dues Statement Letter") setting forth the status of any annual or special assessments due from any Lot Owner. From time to time, the Association is requested by sellers, buyers, mortgage lenders and real estate closing service providers on behalf of Lot Owners to set forth the current status of payment of annual and special assessments with respect to any Lot. The Association incurs time, cost and expense in providing such letters. The Dues Statement Letter administrative fee is initially fixed at \$30.00 per letter. The Board of Directors of the Association shall have the right to adjust/increase this administrative fee from time to time.

The Association may assess against a Lot a reasonable charge for providing letters notifying Lot Owners of any violations or breaches of the Declaration (a "Notice of Covenant Violation Letter"). The Association from time to time notifies Lot Owners of violations and breaches of the Declaration. The Association may incur administrative time and expense in receiving and reviewing complaints of any Declaration violations, reviewing the pertinent provisions of the Declaration, onsite inspections, consultation with third parties, mailing and other time, cost and expenses. After the Association has sent a Lot Owner a First Notice of Covenant Violation Letter, the Association may assess a reasonable administrative fee for sending a second and any subsequent Notice of Covenant Violation Letters sent to the Lot Owner for the same or substantially the same violation. The administrative fee for any second and subsequent Notice of Covenant Violation Letters is initially fixed at \$65.00 per letter. The Board of Directors of the Association shall have the right to adjust/increase this administrative fee from time to time. The second and any subsequent Notice of Covenant Violation Letters may not be sent more often than every twenty (20) days. The assessment of this administrative fee shall be in addition to and not in lieu of any other remedies of the Association, including legal fees, costs and expenses.

The administrative fees for the Dues Statement Letter and the Notice of Covenant Violation Letter shall become delinquent and shall, together with interest, become a continuing lien on the applicable Lot and shall run with the Lot if not paid within thirty (30) days after the date of the issuance of the applicable letter. If the administrative fee for the Dues Statement Letter or the Notice of Covenant Violation Letter is not paid when due, notice of the lien may be recorded in the Recorder's Office and the Association shall have the right to recover the administrative fee against the Lot Owner personally and/or by foreclosing its lien, and pursuing any other remedy that is available to the Association for non-payment of any annual or special assessment, with the same force and effect as if the administrative fee for a Dues Statement Letter or a Notice of Covenant Violation Letter was a delinquent assessment as provided in the Declaration.

5.4 Common Impoundment Basin Maintenance And Use. The maintenance of the Common Impoundment Basin for all Benefited Subdivisions shall be the sole responsibility of the Communities of Foxwood Association, Inc. The pro rata share of Foxwood, Sections I, II and III and all future Sections and Forest at Foxwood, Section I and all future Sections shall be 62% of the cost of maintaining said Common Impoundment Basin. The use of the Common Impoundment Basin for any purposes other than stormwater detention, such as by way of illustration and not limitation, any recreational use of the Common Impoundment Basin shall be determined by a majority vote from time to time of the Presidents of the following associations: Chapman's Bridge Community Association, Inc., Communities of Foxwood Association, Inc., and the Villas at Foxwood Community Association, Inc.



All of the initial titleholders of the Benefited Subdivisions have executed, delivered and recorded that certain Storm Basin Maintenance Agreement (the "Basin Maintenance Agreement"), recorded as Document Number 204083314 in the Office of the Recorder of Allen County, Indiana. Pursuant to the Basin Maintenance Agreement, that portion of the Real Estate (as defined in the Basin Maintenance Agreement) on which the Basin and Facilities (all as defined in the Basin Maintenance Agreement) are to be constructed will be located wholly within the Common Area of the Benefited Subdivisions. Pursuant to the Basin Maintenance Agreement, the Allen County Drainage Board is permitted to make periodic assessments for the maintenance and repair of the Basin and Facilities. Capitalized words as used in this paragraph shall have the same meaning and definition as set forth in the Basin Maintenance Agreement.

5.5 Special Assessments For Capital Improvements. In addition to the annual assessments authorized in Section 5.3, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction, or repair or replacement of an existing capital improvement in the Common Area, including fixtures, related personal property and professional accounting and legal fees; provided that any such assessment shall require the written consent of at least 75% of each class of members of the Association in the Subdivisions and the written consent of 75% of each class of members of the Association in any then platted additional Sections, if any, of the Subdivision

5.6 Notice and Quorum for Any Action Authorized Under Subsections 5.3 and 5.5. Any action authorized under Sections 5.3 and 5.5 shall be taken at a meeting of the Association called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days, nor more than sixty (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 percentage of each class of members, members who were not present in person or by proxy may give their consent in writing, provided the same is obtained by an officer or agent of the Association within sixty (60) days of the date of such meeting.

5.7 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, including any additional Sections and may be collected on a monthly, quarterly, or yearly basis, provided, however, Lots owned by Developer upon which there is no residence constructed and Builders granted a temporary exemption pursuant to Section 5.1 shall not be subject to annual or special assessments.

5.8 Date of Commencement of Annual Assessments Due Dates. Annual assessments made under Section 5.3 shall commence as of the first day following the first conveyance of a Lot by Developer, excepting Lots owned by the Developer and Builders whose Lots are temporarily exempted. The first annual assessment shall be pro-rated to the date of closing. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether an assessment on a Lot has been paid.

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

5.9.1 Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the rate of 12% per annum or at the maximum legal rate permitted by the State of Indiana whichever is greater.

5.9.2 The Association may bring an action against each Owner personally obligated to pay the same, and foreclose the lien of an assessment against a Lot. No Owner may waive or otherwise escape liability for the assessments made under the Covenants by non-use of the Common Area or abandonment of a Lot. The lien for delinquent assessments may be foreclosed in the same manner as mortgages are foreclosed in Indiana. The Association shall also be entitled to recover the attorney fees, costs and expenses incurred because of the failure of an Owner to timely pay assessments made under this Section 5.

5.10 Subordination of Assessment Lien to First Mortgage Liens. Except as otherwise provided in Article 5.1 hereof, the lien of the assessments made under the Covenants shall at all times be subordinate to the lien of any first mortgage. Any sale or transfer of any Lot shall not affect the assessment lien against it. No sale or transfer shall relieve an Owner or Lot from liability for any assessment subsequently becoming due, or from the lien of an assessment. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to assessments which become due prior to such sale or transfer.

5.11 Stormwater System Maintenance. The Association shall be obligated to maintain, repair and/or replace, if necessary, the stormwater drainage system, all water quality amenities, and any current or future Stormwater Detention Basin together with its outlet and water level control structures, as filed with the Allen County Plan Commission in conjunction with this subdivision approval of which has been granted for the use and benefit of this Section of this subdivision, and further Sections of Forest at Foxwood, the cost of which shall be assessed in accordance with Section 5.2 hereof.

The Communities of Foxwood Association and/or The Allen County Drainage Board, or its successor agency, shall have the right to order the Association to carry out its obligations to maintain, repair or replace the Stormwater Drainage System, all water quality amenities, and any current or future stormwater detention system improvements as provided hereinabove. Assessments which have been collected by the Allen County Drainage Board from Forest at Foxwood will be utilized by the Drainage Board and/or by the Allen County Surveyor for repair and maintenance of the regulated storm pipe system prior to the initiation of the Associations pipe repair obligations.

Section 6. ARCHITECTURAL CONTROL

6.1 Construction Approval. No structure or improvement, including but not limited to, building, residence, garage, fence, wall, in-ground swimming pool and spa, exterior lighting, swing set, play equipment, permanent basketball goals or other structures for sports and recreation, statues, lawn ornaments, or other non-living landscaping ornamentation device or any other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition (collectively, "structures"), change or alteration be made to a structure on a Lot unless and until the plans and specification showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Architectural Control Committee in writing as to the structure's harmony of external design and location in relation to the surrounding structures and topography in the Subdivision. The Developer shall serve as the Architectural Control Committee until residences are constructed on all Lots in the Subdivision at which time the Board of Directors of the Association shall serve as the Architectural Control Committee. Until the Association succeeds to the Architectural Control Committee's responsibilities pursuant to Section 6.4, the Developer may from time to time, in writing, appoint another entity, individual, or group of individuals to act as its representative for the Developer in some or all matters regarding its rights, duties, and responsibilities under Section 6. The burden of proof shall be upon the party submitting the plans and specifications (including any landscaping plans) to conclusively establish that the plans and specifications were actually submitted for approval and that the structure's harmony of external design and location in relation to the surrounding structures and topography in the Subdivision. The Developer shall have the right to temporarily exempt any Builder or Lot Owner from submitting landscaping plans. Such exemption may be revoked at any time by the Developer and the Lot Owner shall thereafter be required to submit for approval a landscaping plan and to install the approved landscaping pursuant to these covenants, including Article 6.5 hereof.

6.2 Lawn. In the event the Owner of a Lot fails to commence construction on a Lot within twelve (12) months after the purchase of said Lot, the Lot Owner shall seed the entire Lot with grass and regularly mow and maintain same. Should the Lot Owner fail to comply with the requirements as set forth herein, the Architectural Control Committee shall have the right to enter upon the Lot and seed the entire Lot with grass, and to mow and maintain the Lot and shall have the right to claim a lien upon the Lot and to recover personally from the Lot Owner for all their costs, expense and attorney fees incurred as a result of any default or breach of this covenant,

which lien shall be subject to the same collection rights and remedies granted to the Association in Section 5. The Lien shall not become effective against bona fide purchasers for value without notice thereof, unless and until said lien is duly recorded in the Recorder's Office of Allen County, Indiana.

6.3 Dwelling Façade. Front Exteriors. The entire front façade, except soffits, of every residence constructed on any Lot shall be either brick, stone masonry, or such other materials as may be approved by the Architectural Control Committee from time to time.

6.4 Committee Authority. The Architectural Control Committee shall have the exclusive authority and responsibility to review plans for construction of all structures proposed to be constructed in the Subdivision. The Developer from time to time may delegate to its representative or to the Board of Directors (or such other entity designated in the Articles or Bylaws) of the Association the authority and responsibility to review plans for construction of fences; residential yard playground equipment and basketball poles in the Subdivisions. Such delegation shall be made in writing, signed by the Developer, and delivered or mailed to the Association's registered office.

6.5 Board of Directors Authority. After residences are constructed on all Lots in the Subdivision, the Board of Directors (or such other entity designated under its Articles or Bylaws) of the Association shall then succeed to the Architectural Control Committee's responsibilities of Developer under this Section 6 to review construction, modifications and additions of any and all improvements and structures in the Subdivision, including by way of illustration and not limitation, the improvements and structures described in Section 6.1 hereof.

6.6 Time Constraint. In the event the Architectural Control Committee (or Board of Directors of the Association or other representative acting under Sections 6.1, 6.3, 6.4 or 6.5) fails to act to approve, modify, or disapprove the design and location of a proposed improvement or structure within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and approval under this Section 6 will be deemed to have been given.

6.7 Landscaping/Construction Activity. Once construction of any structure is commenced on any Lot, there shall be no lapse of construction activity greater than sixty (60) consecutive days (excluding any days where construction is delayed or not possible due to adverse weather conditions). All Owners, except Developer, shall landscape or cause to be landscaped, their Lot in a manner as to maintain consistency with the integrity of the landscaping contained on other Lots in the Subdivision on which residences have been constructed. The burden of proof shall be upon the party submitting the plans and specifications to conclusively establish that the plans and specifications were actually submitted for approval and that the landscaping was installed in compliance with these landscape covenants. Upon completion of a residence, all landscaping as approved in the plans and specifications shall be installed promptly, and in no event, later than one hundred eight (180) days following the issuance of the certificate of occupancy for the residence constructed thereon or fifteen (15) months from the initial commencement of construction, whichever is earlier. In the event landscaping plans were not submitted to the Architectural Control Committee for approval, or in the event landscaping plans were submitted and approved by the Architectural Control Committee but the Landscaping installed was not in accordance with the approved landscaping plans and specifications, then and in either of such events, the Developer shall the right, upon thirty (30) days prior written notice to a Lot Owner, to require the Lot Owner to either install within sixty (60) days the landscaping previously approved, or to submit new or initial (if no landscaping plans and specifications were ever submitted) landscaping plans and specifications for approval by the Architectural Control Committee. In the event the Architectural Control Committee denies approval of such landscaping plans and specifications, the Architectural Control Committee shall have the right to determine and require that landscaping be installed consistent with the integrity of the landscaping contained on other Lots in the Subdivision on which residences have been constructed. The Developer shall have the right to file an action to enforce compliance and recover all its costs, expenses, and attorney fees as well as to require the Lot Owner to install pursuant to plans and specifications imposed by the Developer upon the Lot Owner, with such Developer-imposed landscaping plans and specifications and the installation thereof to be installed and completed by

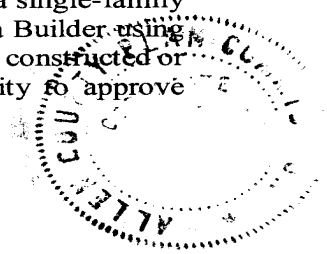
the Lot Owner within one hundred twenty (120) days from the date of the Developer's written demand. In the event a Lot Owner fails to comply therewith, the Developer and any contractor or agent of the Developer shall be and is hereby granted a license to enter upon the Lot, to install the landscaping, to recover the costs thereof, together with interest and attorney fees from the Lot Owner, in the same manner and pursuant to the same procedures that Assessments may be recovered and liens foreclosed against a Lot Owner pursuant to these Covenants.

6.8 Non-liability of Architectural Control Committee. Plans and specifications are not reviewed for engineering or structural design or quality of materials, or to assure that any improvements constructed pursuant thereto are located within recorded setbacks established by either the Plat, the Covenants, or applicable zoning ordinances, or designed or constructed pursuant to Covenants or building codes, and by approving such plans and specifications, neither the Architectural Control Committee, the Developer, its representative, nor the Association assumes liability or responsibility therefore for any defect in any structure constructed from such plans and specifications, nor for any actions of any Builder in connection therewith. Neither the Architectural Control Committee, the Developer, its representative, the Association, the Board of Directors, nor the officer, directors, members, employees, agents, or any appointed representative of any of them shall be liable by way of legal or equitable relief or in damages to anyone by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, modification, or disapproval of any such plans and specifications. Every Lot Owner, for himself and for all parties claimed by or through such Lot Owner, agrees not to bring any action or suit against Architectural Control Committee, the Developer, its representative, the Association, the Board of Directors, or the officers, directors, members, employees, agents, or appointed representatives of any of them to recover seeking legal or equitable relief or damages and hereby releases all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provide that a general release does not extend to claims, demands, and causes of actions not known at the time this release is given.

6.9 Fence and Landscaping Restrictions. No fence, tree, bush, shrubbery, earthen mound or other planting or sight obstruction shall be erected, planted or maintained in the rear yard of Lots 73 through 80 that unreasonably obstructs the sight or view of lakes and ponds in the Subdivision unless approved by the Architectural Control Committee in its sole and absolute discretion. In exercising its discretion, the Architectural Control Committee may, in its discretion, approve reasonable sight or view obstructions of lakes and ponds in such rear yards in the Subdivision, such as by way of illustration and not limitation, certain types of trees, or black wrought iron fences, and may deny approval of unreasonable sight or view obstruction, such as stockade or chain link fences, spruce trees or arborvitae plantings. The Architectural Control Committee and the Association reserve the right to come on or about Lots 73 through 80 to remove sight obstructions, including removing fences or trimming or removing trees, bushes, shrubbery and other plantings or erected sight obstruction located in such rear yards that obstruct the sight or view thereon at the Lot Owner's expense if the Lot Owner fails to promptly eliminate or reduce the sight or view obstruction after written request from the Architectural Control Committee. For purposes of this Section, the rear yard is defined as any portion of these Lots that is located between the rear of the exterior of the residence located on the Lot and the rear Lot line.

Section 7 GENERAL PROVISIONS

7.1 Use. Except as otherwise provided in this Section 7.1, Lots may not be used for any uses and purposes other than for single-family residential uses and purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family residence not to exceed two and one-half stories in height. Each residence shall include a garage attached as part of the residence, which garage shall have a floor area of not less than 660 square feet; to accommodate not less than three cars which attached garage shall have 2 or more overhead garage doors which have an aggregate width of not less than 24 feet for all such overhead garage doors; such overhead doors to be located on the exterior wall of the garage which is accessed by the driveway. No Lot shall be used for any purpose other than as a single-family residence, provided however, Developer shall have the sole authority to approve a Builder using the home on any Lot as a model for the purpose of selling homes in the Subdivision constructed or to be constructed by the Builder. Developer shall further have the sole authority to approve



outdoor signage and/or flagpoles in connection with the Builder's model home. A home occupation may be permitted so long as:

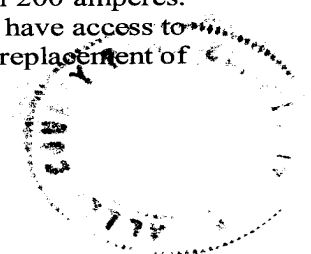
- (i) the Owner has obtained any and all required governmental approvals necessary or required in order to conduct the home occupation on the Lot;
- (ii) the Architectural Control Committee has been provided with written notice of the proposed home occupation at the earlier of forty-five (45) days prior to the commencement of the home occupation in the residence or forty-five (45) days prior to the date of filing of any required application with any applicable governmental agency, if required;
- (iii) any such home occupation use shall be conducted entirely within the residence and such home occupation shall be clearly incidental and secondary to the use of the residence for single-family dwelling purposes and shall not change the character thereof;
- (iv) there shall be no sign attached to the exterior of the residence or free standing sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a single-family residence; and
- (v) no person shall be employed in such home occupation other than a member of the immediate family who actually resides in the residence;
- (vi) the operating of the Association shall not be considered a business activity under this Section 7.1.

7.2 Dwelling Size. No residence shall be built on a Lot having a ground floor area upon the foundation, exclusive of any open porches, breezeways or garages, of less than 1,800 square feet for a one-story residence, or a total living area exclusive of open porches, breezeways and garages of less than 2,200 square feet for a residence that has more than one story.

7.3 Building Lines. No dwelling or structure shall be located on a Lot in violation of the front building setback line as shown on the Plat. No dwelling or structure other than a fence or in-ground pool shall be located in violation of the side yard building setback lines as shown on the Plat, nor nearer than a distance of five (5) feet from each side yard Lot line. The aggregate width of both side yards for any dwelling or structure other than a fence shall be a minimum of twelve (12) feet or the minimum specified in the applicable zoning ordinance (currently the Allen County Control Subdivision Ordinance); whichever is less. No dwelling or structure other than a fence and in-ground pool shall be located within twenty-five (25) feet of the rear Lot line, except for Lots 73 through 80 on which no dwelling or structure shall be located within fifteen (15) feet of the rear Lot. The provisions of Section 6.9 are in addition to these rear yard setbacks and Section 6.9 may prohibit any dwelling or structure within the permitted rear Lot lines to the extent applicable.

7.4 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than 70 feet at the front Lot minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 8,000 square feet.

7.5 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No Owner shall erect on a Lot, or grant to any person, firm or corporation the right, license, or privilege to erect or use, or permit the use of, overhead wires, cable, poles or overhead facilities of any kind for any utility service or for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing contained in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot that constructs the residence or structure, and shall carry not less than 3 wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

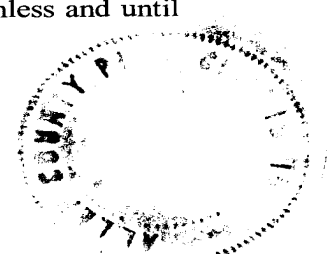


7.6 Surface Drainage and Surface Drainage Easements.

7.6.1 Easements Reserved by Developer. Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer and drainage facilities, and floodway easements are reserved by Developer over, under and across the Subdivision, as shown on the recorded Plat thereof. Full ingress and egress shall be had by Developer at all times over the Subdivision for the installation, operations, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easements, or with the use, maintenance, operation or installation of such utility. The grade of the land in any such easement shall not be changed or altered by any Owner of any Lot, after the said grade has been established, without the approval of the Developer. All utility easements as dedicated on the Plat shall be left free from all permanent structures and the removal of any obstructions, whether temporary or permanent, shall be subject to the paramount right of the utility and/or sewer installation. Developer shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasi-public utility. The Allen County Surveyor or any other proper public authority having jurisdiction over storm drainage, shall have the right to determine if any obstruction or interference exists with respect to any drainage easement, and shall have the right, but not the obligation, to repair and maintain, or to require the Lot Owner to perform such repair and maintenance, as shall be necessary for the drainage easements and drainage facilities to perform their intended functions.

7.6.2 Surface drainage easements as shown in the Plat are intended for periodic or occasional use as conductors for the flow of surface water and shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the Developer, the Association, or a proper public authority having jurisdiction over storm drainage shall have the right to repair and maintain such easements, or to require such repair and maintenance to be properly performed by the Lot Owner at the Lot Owner's expense as shall be reasonably necessary to keep the conductors unobstructed and at the proper grade.

7.6.3 Each Lot is served by a sanitary sewer that is connected to and discharges into the sanitary sewer system of the City of Fort Wayne (the "City"). The City, by ordinance, regulation or resolution (collectively the "Enforcement Laws"), prohibits the discharge of stormwater of any kind or nature whatsoever into the sanitary sewer system, and prohibits the connection of any sump pump into the sanitary sewer serving the Lot. Any sump pump, down spout, drain or any other conductor that discharges stormwater must be connected to a drainage outfall pipe (hereinafter the "Outfall") so that it does not discharge stormwater into the sanitary sewer. Each Lot Owner covenants and agrees to permit the City, the Developer, or any other entity that has the legal authority by law, contract or otherwise to enforce the Enforcement Laws, including any of their agents or representatives (collectively the "Enforcement Entities") to inspect all aspects of the installation of the Outfall, and to verify and confirm that the Outfall in no way discharges stormwater into the sanitary sewer which serves the Real Estate. The Enforcement Entities are granted a license to enter upon and inspect the Lot and any improvements located thereon for the purpose of inspecting and verifying compliance with the foregoing. The Lot Owner agrees that there is no adequate remedy at law or in equity as relates to the proper installation and maintenance of the Outfall, and, therefore, the Enforcement Entities shall each have the right of specific performance against the Lot Owner, and its successors and assigns in interest, to require the proper installation and maintenance of the Outfall and inspections thereof. In the event a Lot Owner should fail to install an Outfall, or improperly installs an Outfall, then the Enforcement Entities shall each have the right, but not the obligation, to enter upon the Lot, install the Outfall, or perform the repair and maintenance, and to recover all of their costs, expenses and attorney fees. The Enforcement Entities shall each have the right to claim a lien upon the Lot, and to recover personally from the Lot Owner, for all of their costs, expenses and attorney fees incurred as a result of any default or breach of this covenant, but any such lien shall always be subject and subordinate to any duly recorded first mortgage on the Lot, and the lien shall not become effective against bona fide purchasers for value without notice thereof, unless and until duly recorded in the Allen County Recorder's Office.



7.7 Tiled Storm Drainage Easements. The Developer has filed and there is pending a petition (the "Petition") before the Allen County Drainage Board ("ACDB") to make certain portions of the Underground Storm Drainage System contained in the Storm Sewer Drainage Easements, shown on the plat, Regulated drains in the widths and dimensions shown thereon. To the extent lawfully allowable, the ACDB may in its sole and absolute discretion without further notice or hearing, or in any other manner permitted by law, designate and declare any or all of those certain portions of the Underground Storm Sewer System, as described in the Petition Regulated Drains with a Right of Entry Right of Way no greater than the width shown on the plat and subject to the control and under the jurisdiction of the ACDB and the Allen County Surveyor. The terms and conditions of this restrictive covenant are expressly intended for and made to and for the benefit of the ACDB and the Surveyor and may be revoked, amended or modified only with the prior written consent and approval of either the ACDB or the Surveyor. The Petition may, at the discretion of the ACDB, remain pending until state law is amended or modified to permit the statutory right of entry and right-of-way pursuant to I.C. § 36-9-27-33 to be reduced to not less than fourteen (14) feet in width, seven (7) feet from the centerline of the underground storm sewer as measured at right angles or the ACDB elects to dismiss that portion of the Petition which remains pending.

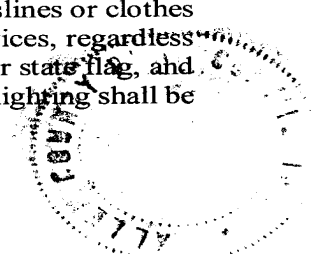
6.7.1 All platted Lots in the Subdivision are required to pay the established stormwater maintenance assessments as established by the ACDB from time to time. These assessments are collected and held in the Forest at Foxwood Regulated Drain maintenance fund and may be used by the Allen County Surveyor as the representative for the Allen County Drainage Board for purposes as defined in I.C. § 36-9-27-33. These monies may also be used for maintenance and/or reconstruction on the storm drainage system described in the Petition to create a Regulated Drain as approved by the Allen County Drainage Board.

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

7.9 Structures Other Than Single-Family Residence. Except as specifically permitted hereinafter, no structure, whether temporary, permanent, or otherwise, shall be erected, maintained, or used on any Lot other than one single-family residence. Prohibited structures include, by way of illustration and not limitation, detached garage, shack, storage shed, portable basketball goal and an above ground pool. Notwithstanding the foregoing, the Architectural Control Committee may, subject to compliance with Section 6, permit to be erected and maintained in its sole and absolute discretion residential playground equipment such as swing sets, in-ground swimming pools, cabanas, and fences. In exercising such discretion, the Architectural Control Committee may establish, maintain, and revise from time to time guidelines for consideration and evaluation of such structures, and shall endeavor to act reasonably consistent in the application of its guidelines then in effect and in consideration and evaluation of any such requested approvals. The decision of the Architectural Control Committee shall not be subject to appeal or challenge.

7.10 Outside Storage. No boat, boat trailer, jet ski, snowmobile, recreational vehicle, motor home, truck, bus, camper, any motor vehicle not currently titled, registered, or having a current license plate, or any non-operable motor vehicle shall be permitted to be parked outside an enclosed garage on a Lot or on any public or private street in the Subdivision for periods in excess of 48 hours, or for a period which is the aggregate is in excess of 16 days per calendar year. The term "truck" as used in this Section 7.10 is defined to mean any motor vehicle which has a gross vehicle weight in excess of 8,700 pounds or which is rated at a load carrying capacity of one-ton or more. In determining the 48-hour or sixteen-calendar day requirements of this Section, there shall be included any temporary removal or moving of such prohibited parking or storage where the primary purpose of such removal or moving is to avoid or evade the requirements of this Section.

7.11 Free-Standing Poles. Except as provided in Section 7.1, no clotheslines or clothes poles, or any other free standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, with the exception of a flag pole displaying the United States federal or state flag, and with the exception of a permanent basketball pole, also with the exception of yard lighting shall be



constructed, erected, or located or used on a Lot, provided however, that the installation and location thereof must be approved by the Architectural Control Committee under Sections 6 and 7.9.

7.12 Signs. Except as provided in Section 7.1, no sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than five square feet, advertising a Lot for sale or rent, or signs used by a Builder to advertise a Lot during the construction and sales periods.

7.13 Antennas. No radio or television antenna with more than 24 square feet of grid area, or that attains a height in excess of 6 feet above the highest point of the roof of a residence, shall be attached to a residence on a Lot. No free-standing radio or television antenna shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on a Lot. Satellite receiving disk or dish shall be permitted on a Lot, provided however, that the installation and location of a satellite dish must be approved by the Committee under Sections 6 and 7.9.

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

7.15 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on a Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In case of a dispute or disagreement, the Architectural Control Committee is herewith granted the authority to conclusively determine whether an animal is or is not a permitted household pet.

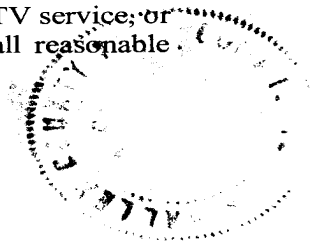
7.16 Garbage/Dumping. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerators shall be kept or allowed on a Lot. Garbage cans shall not be placed at the street for collection and pick-up earlier than 4:00 p.m. on the day prior to the scheduled pickup. Garbage cans shall be located inside an enclosed garage except when placed at the street for trash pickup.

7.17 Workmanship and Maintenance of Lots and Dwelling Units. All structures on a Lot shall be constructed in a substantial, good and workmanlike manner and of new materials. No roof siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage on a Lot. No Lot, lawn, landscaping or structure shall be permitted to become overgrown, unsightly or fall into disrepair. Should the Lot Owner fail to comply with the requirements as set forth within, the Architectural Control Committee shall have the right to make any necessary alterations, repairs or maintenance approved by the Architectural Control Committee to carry out the provision herein. The Association shall have the right to claim a lien upon the Lot, and to recover personally from the Lot Owner, for all of their costs, expenses and attorney fees.

7.18 Driveways. All driveways on Lots from the street to the garage shall be poured concrete and not less than 16 feet in width, provided however, in the event the driveway serves a side loading garage, then in that event, the driveway shall be poured concrete and not less than 14 feet in width at the street.

7.19 Individual Utilities. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on a Lot in the Subdivision except that an individual water system may be used for the purpose of a swimming pool or lawn irrigation.

7.20 Street Utility Easements. In addition to the utility easements designated in this document, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, the Owners of the Real Estate and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove every type of gas main, water main and sewer main (sanitary and storm), electric, telephone, or cable TV service; or any other public utility with all necessary appliances, subject, nevertheless, to all reasonable



requirements of any governmental body having jurisdiction over the maintenance and repair of said streets.

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

7.22 Completion of Infrastructure. Before any residence on a Lot shall be used and occupied as such, the Developer shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Zoning Authority and other governmental agencies having jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the Zoning Authority or by any aggrieved Owner.

7.23 Certificate of Compliance. Before a Lot may be used or occupied, such user or occupier shall first obtain from the Zoning Authority the improvement location permit and certificate of occupancy or compliance then required by the Zoning Authority.

7.24 Enforcement. Except as otherwise provided in these Covenants, the Association, Developer and any Owner (individually or collectively) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, Covenants, reservations, liens and charges now or subsequently imposed by the provisions of these Covenants or the Plat. Failure by the Association, Developer or an Owner to enforce any provisions in the Covenants shall in no event be deemed a waiver of the right to do so later.

7.25 Invalidation. Invalidation of any one of these Covenants by judgment or court order shall not affect the remaining provisions, and such provisions shall remain in full force and effect.

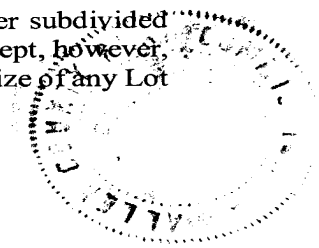
7.26 Duration of Covenants. These Covenants shall run with the land and be effective for a period of 20 years from the date the Plat and these Covenants are recorded; after which time the Covenants shall automatically be renewed for successive periods of 10 years.

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

7.27.1 Except as otherwise provided in Section 7.27.2, in order to amend any provisions of these Covenants, the amendment shall require the written consent of at least 75% of each class of members of the Association in the Subdivisions and the written consent of 75% of each class of members in any then platted additional Sections, if any, of the Subdivision. For purposes of this Section 7.27.1, the term "Owner" and "Lots" shall have the same meaning with respect to "Owners" and "Lots" in such future sections, as the term "Owner" and "Lots" is defined in Sections 1.13 and 1.14. Further, until single-family residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued for those residences, in order to amend these Covenants, the Developer, in addition to those persons whose signatures are required under this Section 7.27.1, also must approve and sign the amendment in order for the amendment to be valid and effective.

7.27.2 Notwithstanding the provisions of Section 7.27.1, Developer and its successors and assigns shall have the exclusive right for a period of four years from the date the Plat and these Covenants are recorded, to amend the Plat or any of the Covenant provisions, provided however such amendment shall not serve to reduce the minimum size and other requirements contained in Section 7.2, without the written consent of at least 75% of the Owners.

7.28 Lot Size Alterations. No Lot or combination of Lots may be further subdivided until approval for such subdivision has been obtained from the Zoning Authority; except, however, the Developer and its successors in title shall have the absolute right to increase the size of any Lot



by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot) so long as neither of the Lots from which land was added or deleted violates the limitations imposed under Section 1.13 and the requirements of Section 7.4.

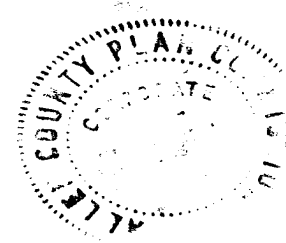
Section 8. MANDATORY SOLID WASTE DISPOSAL. Unless weekly refuse/garbage pickup services are provided by a governmental entity having jurisdiction thereof, the Association shall be obligated to contract for disposal of garbage and other solid waste and may pay for the cost of such disposal through assessments established under Section 5. An Owner who privately arranges for solid waste disposal to service the Owner's Lot shall not be exempt from payment of any part of an assessment attributable to the cost of waste disposal for which the Association contracts under this Section 8.

Section 9. ATTORNEY FEES AND RELATED EXPENSES. In the event the Association, Developer, an Owner, or the Zoning Authority is successful in any proceeding, whether at law or in equity, brought against an Owner to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the successful party seeking enforcement thereof shall be entitled to recover from the party against whom the proceeding was brought, the reasonable attorney fees and related litigation costs and expenses incurred in such proceeding; and provided further, however, in no event shall the Developer or the Association or their respective officers, directors, agents, or employees ever be held liable for any attorney fees or litigation costs and expenses of any other party in any legal proceeding.

Section 10. SIDEWALKS. Plans and specifications for the Subdivision approved by and on file with the Zoning Authority require the installation of concrete sidewalks within the street rights-of-way in front of Lots 73 through 98, as the obligation of the Owner of the Lot (exclusive of Developer). The sidewalk to be located on a Lot shall be completed in accordance with such plans and specifications prior to the issuance of a certificate of occupancy for such Lot. This Covenant is enforceable by the Zoning Authority, the Developer, the Association, or an Owner, by specific performance or other appropriate legal or equitable remedy. Should a certificate of occupancy be issued to Developer for a Lot on which a sidewalk is required to be constructed, Developer shall be considered as an Owner subject to enforcement of this Covenant but only with respect to that Lot.

Section 11. CLUB MEMBERSHIP, OPERATING FUND ASSESSMENT. The bathhouse and swimming pool within Foxwood, which facilities are owned and operated by The Communities of Foxwood Association Inc., and which is available exclusively (except as set forth in 11.1 thereof) for use by the Members of The Communities of Foxwood Association Inc. The Communities of Foxwood Association Inc., through its Board of Directors, have and will establish from time to time an annual Club Operating Fund Assessment for the bathhouse, pool and attendant amenities.

11.1 All Lot Owners in The Villas of Foxwood and Chapman's Bridge Section I, Chapman's Bridge Section II and Chapman's Bridge Section II-A (collectively the "Priority Membership Lot Owners") are already entitled, at their option, to an annual membership (a "membership") to use the bathhouse and swimming pool, and pay as a part of such membership the same annual Club Operating Fund Assessment as other members of The Communities of Foxwood Association Inc. The Lot Owners in Chapman's Bridge Section III shall also be entitled on an annual basis on a first come, first serve basis, at their option to a membership if the maximum membership established by the Association is not exceeded in such year by Priority Membership Lot Owners. If membership capacity exists and a Lot Owner in Chapman's Bridge Section III elects to join for that year, such owner shall pay as a part of such membership the same annual Club Operating Fund Assessment as paid by the members of The Communities of Foxwood Association Inc. Any delinquent annual Club Operating Fund Assessment shall bear interest at the rate of twelve percent (12%) per annum, shall become a lien upon the Lot against which it is assessed, shall become the personal obligation of Owner of such Lot, and may be collected by The Communities of Foxwood Association Inc. in accordance with the provisions of this section.



11.2 All Lot Owners within Foxwood (including all existing and future sections), The Forest at Foxwood (including all existing and future sections), The Villas of Foxwood, and Lot Owners in Chapman's Bridge that elect to be a member pursuant to Section 11.1 above, shall be charged an annual Club Operating Fund Assessment, with respect to the membership for the operation and maintenance of said facilities.

11.3 Except for the first annual Club Operating Fund Assessment, the due date for subsequent Club Operating Fund Assessments shall be established by the Board of Directors of The Communities of Foxwood Association Inc. All Club Operating Fund Assessments shall be determined by and paid to The Communities of Foxwood Association Inc., and The Communities of Foxwood Association Inc. shall be responsible for carrying out the purposes of such Club Operating Fund Assessments. All members shall be subject to all rules and regulations governing Membership and use as may be established by The Communities of Foxwood Association Inc., from time to time.

11.4 The amount of the current annual Club Operating Fund Assessment is Three Hundred Dollars (\$300.00).

11.4.1 The Board of Directors of The Communities of Foxwood Association Inc., shall establish a budget for the fiscal year and shall determine therefrom the annual Club Assessment for each Lot required to meet said budget. Such budget and Club Operating Fund Assessment for each fiscal year shall be established by the Board of Directors of The Communities of Foxwood Association Inc. The Board of Directors shall mail to all The Communities of Foxwood Association Inc., members a copy of a proposed budget and notice of the proposed Club Operating Fund Assessment.

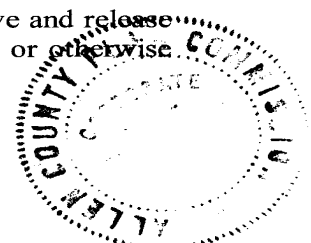
11.4.2 The Club Operating Fund Assessment shall be exclusively used for the purpose of operating and maintaining said bathhouse and swimming pool as well as all recreational facilities therein or used in connection therewith, including but not limited to, repair, maintenance, cost of labor, equipment, supervision, taxes, insurance, and all other things necessary or desirable in the opinion of the Board of Directors of The Communities of Foxwood Association Inc.

Section 12. ZONING ORDINANCE REQUIREMENTS. Notwithstanding any other provision herein to the contrary, in the event any applicable zoning ordinance (as modified by any variance that may have been granted with respect to any Lot or the Subdivision) in effect at the time of the recordation of these Covenants contains more stringent requirements than these Covenants, the more stringent zoning ordinance requirements (but as modified by any granted variance) in effect on the date of recordation of these Covenants shall apply; provided, however, nothing contained herein shall prohibit any Lot or the Subdivision from applying for or from being granted a variance with respect to any current or future enacted zoning ordinance, but no variance may be granted which would establish less stringent requirements than the terms and provisions of these Covenants.

Section 13. FLOOD PROTECTION GRADES. 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 elevation of the higher of either, a) window sill or door sill; b) the top of a window well or c) the top of a structure constructed around a patio, of any opening below the first floor, equals or exceeds the applicable minimum flood protection grade established in this Section 10. The flood protection grades shall be Mean Sea Level and shall be as follows:

Lots 73 and 74	802.0 feet Mean Sea Level
Lots 75 through 82	805.5 feet Mean Sea Level

The owners of lots in the subdivision and their successors-in-title shall waive and release any and all rights, which they may have or hereafter have to remonstrate against or otherwise

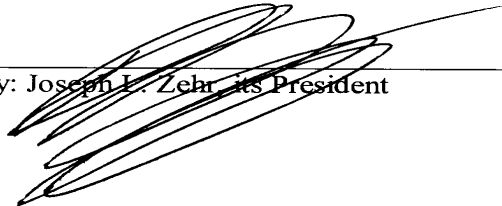


object to, interfere with, or oppose any pending or future farming or equine operations adjacent to this site.

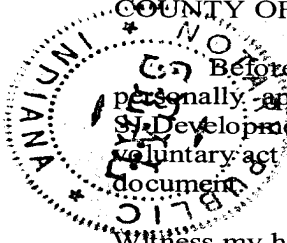
IN WITNESS WHEREOF, SJ Development Corp. an Indiana corporation, by its duly authorized President, Joseph L. Zehr, Owner of the Real Estate, has signed this document on this 27th day of July, 2016.

DEVELOPER:

SJ Development Corp.


By: Joseph L. Zehr, its President

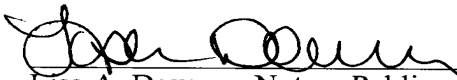
STATE OF INDIANA)
)§
COUNTY OF ALLEN)



Before me, a Notary Public in and for said County and State, this 27th day of July, 2016 personally appeared Joseph L. Zehr, known to me to be the duly authorized President, of SJ Development Corp., and acknowledged the execution of the above and foregoing as his voluntary act and deed and on behalf of said corporation for the purposes and uses set forth in this document.

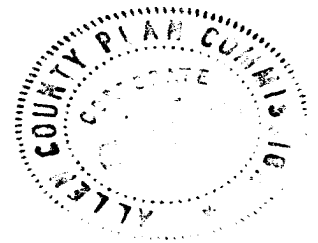
Witness my hand and notarial seal.

My Commission Expires:
10/17/2019


Lisa A. Downey, Notary Public
Resident of Allen County, Indiana

This instrument prepared by Vincent J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Lisa A. Downey.



METZGER ONLINE BIDDING INSTRUCTIONS

Create an Account:

- Go to bidmetzger.com - *This will take you to all Metzger Online Auctions that are open for bidding*
- Click on Login/Register at the top of the page
 - Click the green "Register" button
 - Choose username
 - Enter your password
 - Fill in your Name, Email, Phone Number, Address, City, State, and Zip Code
 - Click on Next Step
 - Click the empty box to Agree to the Auction Terms and Conditions
 - Click "Submit"

You are now ready to choose the Auction you want to bid in!

To be approved to bid in a specific auction, follow these easy steps:

- Click "Enter Auction" on the Auction you want to bid in
- Then Click the green "Register for Auction" button
- This will ask you to enter a payment method. You **MUST** enter a debit/charge card in order to bid.
 - **This card will be charged \$1.00 to make sure it is a valid card; this fee will fall off your account after a couple days.**
 - **We WILL NOT charge your card if you are the winning bidder**
 - **IF YOU ARE THE WINNING BIDDER YOU MUST CALL THE OFFICE IMMEDIATELY: 260.982.0238 TO ARRANGE SIGNING PURCHASE DOCS & SUBMITTING EARNEST MONEY**
- Click the blue "Agree to Terms and Add Credit Card" button

You are now ready to Bid in that specific auction!

If You Are the Winning Bidder You Must Call The Office Immediately: 260.982.0238 To Arrange Signing Purchase Docs & Submitting Earnest Money

If you are dormant, the site will log you out for your protection. If this happens, Click on Login/Register at the top of the page, enter your email and password and click the green "Login" button and enter your information.

Happy Bidding!

**Please let us know if you have any questions that we can help with
260.982.0238 or info@metzgerauction.com**

General Information

Parcel Number 02-08-12-103-056.000-063
Local Parcel Number 28-5550-0092
Tax ID:
Routing Number - - -

Ownership

Udell Mark V & Glenna M
8781 Alamasa Pl
Fort Wayne, IN 46835
Legal
Foxwood Sec II Lot 92

Transfer of Ownership

Table with columns: Date, Owner, Doc ID, Code, Book/Page, Adj Sale Price, V/I. Rows include transactions from 05/08/2019 to 10/28/2003.

Notes

Property Class 510
1 Family Dwell - Platted Lot



Res

Year: 2024

Location Information

County Allen
Township ST. JOSEPH TOWNSHIP
District 063 (Local 028)
School Corp 0235
Neighborhood 632804-063
Section/Plat 0123113
Location Address (1) 8781 ALAMASA PL
FORT WAYNE, IN 46835

Valuation Records (Work In Progress values are not certified values and are subject to change)

Table with columns: Assessment Year, Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Improvement, Total. Rows show data for years 2021-2024.

Land Data (Standard Depth: Res 132', CI 132' Base Lot: Res 85' X 130', CI 85' X 130')

Table with columns: Land Type, Pricing Method, Soil ID, Act Front, Size, Factor, Rate, Adj. Rate, Ext. Value, Infl. %, Market Factor, Cap 1, Cap 2, Cap 3, Value.

Zoning

Subdivision

Lot

Market Model

N/A

Characteristics

Topography Level Flood Hazard
Public Utilities ERA
Electricity
Streets or Roads TIF
Paved

Neighborhood Life Cycle Stage

Other

Printed Wednesday, March 27, 2024

Review Group 2025

Data Source N/A

Collector

Appraiser

Land Computations

Table with columns: Land Computations, Value. Rows include Calculated Acreage, Actual Frontage, Developer Discount, Parcel Acreage, 81 Legal Drain NV, 82 Public Roads NV, 83 UT Towers NV, 9 Homesite, 91/92 Acres, Total Acres Farmland, Farmland Value, Measured Acreage, Avg Farmland Value/Acre, Value of Farmland, Classified Total, Farm / Classified Value, Homesite(s) Value, 91/92 Value, Supp. Page Land Value, CAP 1 Value, CAP 2 Value, CAP 3 Value, Total Value.

General Information

Occupancy Single-Family
Description Single-Family (2471 S
Story Height 1
Style 70 Newer Convention
Finished Area 2471 sqft
Make

Floor Finish

- Earth Tile
- Slab Carpet
- Sub & Joist Unfinished
- Wood Other
- Parquet

Wall Finish

- Plaster/Drywall Unfinished
- Paneling Other
- Fiberboard

Roofing

- Built-Up Metal Asphalt Slate Tile
- Wood Shingle Other

Exterior Features

Description	Area	Value
Patio, Concrete	108	\$600
Canopy, Roof Extension	108	\$1,200
Porch, Enclosed Frame	280	\$12,800

Plumbing

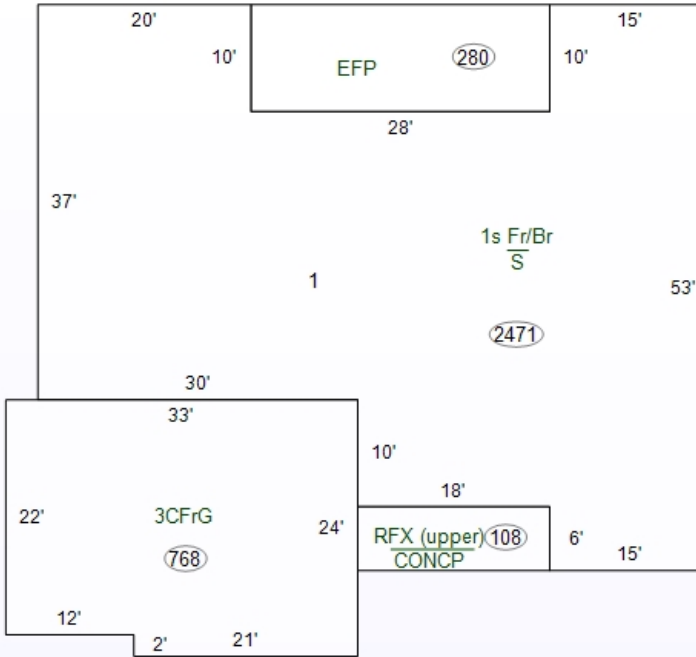
	#	TF
Full Bath	2	6
Half Bath	2	4
Kitchen Sinks	1	1
Water Heaters	1	1
Add Fixtures	3	3
Total	9	15

Accommodations

Bedrooms	4
Living Rooms	
Dining Rooms	1
Family Rooms	1
Total Rooms	8

Heat Type

Central Warm Air



Specialty Plumbing

Description	Count	Value
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Cost Ladder

Floor Constr	Base	Finish	Value	Totals
1 92	2471	2471	\$152,800	
2				
3				
4				
1/4				
1/2				
3/4				
Attic				
Bsmt				
Crawl				
Slab	2471	0	\$0	
Total Base			\$152,800	

Adjustments

Adjustments	1 Row Type Adj. x 1.00	Value
Unfin Int (-)		\$0
Ex Liv Units (+)		\$0
Rec Room (+)		\$0
Loft (+)		\$0
Fireplace (+)		\$0
No Heating (-)		\$0
A/C (+)	1:2471	\$5,400
No Elec (-)		\$0
Plumbing (+ / -)	15 - 5 = 10 x \$800	\$8,000
Spec Plumb (+)		\$0
Elevator (+)		\$0

Sub-Total, One Unit \$166,200

Sub-Total, 1 Units

Exterior Features (+)	\$14,600	\$180,800
Garages (+) 768 sqft	\$21,700	\$202,500
Quality and Design Factor (Grade)		1.05
Location Multiplier		0.92
Replacement Cost		\$195,615

Summary of Improvements

Description	Story Height	Constr Type	Grade	Year Built	Eff Year	Eff Co Age	nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Cap 1	Cap 2	Cap 3	Improv Value
1: Single-Family (2471 SqFt)	1	2/6 Maso	C+1	2018	2018	6	A		0.92		2,471 sqft	\$195,615	5%	\$185,830	0%	100%	1.8500	1.000	100.00	0.00	0.00	\$343,800

...Generation after Generation



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