

EXCERPTED FROM THE
DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS,
EASEMENTS AND APPROVALS APPENDED TO AND MADE A PART OF
THE DEDICATION AND PLAT OF
THE OAKS, SECTIONS I-V, A SUBDIVISION
IN PERRY TOWNSHIP, ALLEN COUNTY, INDIANA
As amended December 3, 1997

The following excerpts affect property improvements and Architectural Control Committee issues. It is recommended that homeowners read all elements of The Oaks Restrictive Covenants. If you would like to review the Restrictive Covenants in their entirety, you may contact a member of the Board of Directors OR obtain a copy from the Allen County Recorder's Office. The document numbers for each section are as follows:

Section I (lots 1-30):- 92-037238 and 98-0024924

Section II (lots 31-70): 93-042772 and 98-0024925

Section III (lots 71-103): 94-036160 and 98-0024926

Section IV (lots 104-136):- 94-69351 and 98-0024927

Section V (lots 137-219): 97-0073439

NOTE if there shall appear any typographical error in this document as excerpted, it shall not affect the administration, application, or enforcement of these Restrictive Covenants as they appear in the above mentioned documents on file with the Allen County Recorder's Office.

ARTICLE III

Architectural Control

No building, fence, wall or other structure of any kind or nature shall be commenced or erected within The Oaks, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of design, external appearance and location in relation to surrounding structures and topography.In the event the Architectural Control Committee, fails to act within thirty (30) days after said plans and specifications have been submitted to it, or disapproved the plans, and specifications, the Owner may appeal to the Board of Directors of the Association and request that it either approve the plans and specifications and/or overturn the disapproval of the Architectural Control committee. In any event, if an appeal is not filed with the Board of Directors of the Association within sixty (60) days after the plans and specifications were first delivered to the Architectural Control Committee, the plans and specifications shall be deemed to be disapproved and the Owner shall have no further appeals to the Board of Directors of the Association.

ARTICLE V

General Provisions

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

Section 5, Utility and Drainage Easement. All easements for public or municipal utilities and sewers as dedicated on the face of the plat shall be kept free of all permanent structures and any structure, shrubbery, trees, or other installation thereon, whether temporary or permanent, shall be subject to the paramount right of the entities for which such easements are intended to benefit, to install, repair, maintain or replace their utility or sewage facilities. The removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them either in damages or to restore the obstruction to its original form. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone or television services (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting services by underground wires or cables. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electrical public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes,

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

Section 5(b). The common area retention ponds shall be 'maintained by The Oaks Community Association Inc., (hereinafter referred to as "Association') in a properly landscaped and well-maintained condition, The Association shall have the continuing responsibility for properly maintaining any water, including, but not limited to, such things as proper water cleanliness and purity, weed and algae control, dredging and structural integrity of the dike system enclosing the pond, all at its expense. All such maintenance and repairs will be made in accordance with the county Surveyor or the proper public authority having jurisdiction over said improvements.

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

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

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

Section 9. Radio and Television Antennas. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height in excess of six feet (6') above the highest point of the roof shall be attached to any dwelling. No free standing radio or television antenna, television receiving disc or dish, shall be permitted on any Lot. No solar panels, attached or detached, shall be permitted.

Section 10. Drilling, Refining, Quarrying and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot

Section 11. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 12. Storage Areas. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or outside incinerators shall be kept or allowed on any Lot.

Section 13. Building Materials. All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building on any Lot, and no roll roofing of any description or character shall be used on the roof of any dwelling or attached garage on any of said Lots.

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

Section 15. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lots.

Section 16. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all Public Utility Companies, the proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to the maintenance and repair of said streets.

Section 17. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation shall at, any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Run Off Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned Storm Water and Surface Water Run Off Sewer System.

Section 18. Improvements. Before any building, on any Lot shall be used and occupied as a dwelling, the Developer or any subsequent Owner of said Lot shall install improvements serving said Lot as provided in said plat and specifications filed with Allen County. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by an aggrieved Lot Owner.

Section 19. Permits and Certificates. Before any Lot may be used or occupied, such user or occupier shall first obtain from Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 20. Enforceability and Recovery of Costs. The Association, Architectural Control Committee, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed herein, and to recover its costs incurred in such enforcement proceedings, including interest of eight percent (8%) per annum from the date such costs are incurred.

Section 20(a). The Association shall have the right, but not the obligation, after giving thirty (30) days prior written notice to an Owner, to enter upon said Owners Lot and then repair, clean, or perform such other acts as may be reasonably necessary to make the Lot and improvements thereon conform to all restrictions, conditions, covenants, and reservations now or hereafter imposed herein.

Section 20(b). The Association shall have the right, but not the obligation, if the Board of Directors determines that an emergency exists, after attempting to give oral notice to an Owner, to enter upon said Owner's Lot and then repair, clean, or perform such other acts as may be reasonably necessary to resolve the emergency by making the Lot and improvements thereon conform to all restrictions, conditions, covenants and reservations now or hereafter imposed herein.

Section 20(c). The costs incurred by the Association, identified herein above, shall be paid by said Owner within thirty (30) days after receipt of written demand for payment from the Association. The Association shall be entitled to the creation of a lien upon said Owners Lot, in the amount of all such costs, and the enforcement thereof as set forth in Article IV. Failure by the Association, Architectural Control Committee, or by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 20(d). If the Association, Architectural Control Committee, or any Owner shall enforce, by a proceeding at law or in equity, any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed herein, and prevails in such proceeding at law or in equity, then it shall be entitled to include its reasonable attorneys fees as part of the costs identified herein above.

Section 21. Partial invalidation. Invalidation of any one of these covenant or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 33. Covenants. Restrictions and Extensions. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods often (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and provided further, 1-LJL, Inc., its successors or assigns, shall have the exclusive right for two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions, except Section 2 above with the approval of the Allen County Plan Commission.

Section 26. Lot Landscaping and Maintenance. An Owner shall cause his Lot to be landscaped after he occupies the residential improvements upon the Lot, or the residential improvements upon the Lot are completed, whichever shall first occur, in accordance with the following time frames and minimum standards:

(a) All areas of the Lot not improved with plantings (including but not limited to bushes, trees, and shrubs) shall be planted or sodded with grass within six (6) months,

(b) Front yard plantings (including but not limited to bushes, trees and shrubs) shall be planted within one (1) year. For purposes of the Section 26, the front yard is identified as that portion of each Lot between the front of the residential improvements and the street curbing.

(c) All trees planted on-a Lot shall be at least one (1) inch in diameter or six (6) feet in height. This provision shall not apply to existing trees.

(d) The area of the lot between the sidewalk and the street curbing shall be kept free of all bushes, shrubs, and trees, and the only landscaping allowed in this area shall be grass or sod.

(e) All dead trees or plantings shall be removed within one (1) year after receipt of written request of removal by the Association.

(f) All shrubs, trees, grass, plantings, and landscaping of every kind and nature shall be kept well maintained, property cultivated, and free of trash and debris.

(g) All sidewalks, driveways, decks, residential structures, and other improvements to the Lot shall be kept well maintained and free of trash and debris.

(h) All sidewalks shall be kept free of ice and snow.