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RECORDED 04/22/2013 08 57 52 AM
JOHN MCGAULEY
ALLEN COUNTY RECORDER
FORT WAYNE, IN

**SECOND AMENDMENT TO THE
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
AS TO PART OF THE DEDICATION AND PLAT OF
WATERSONG, SECTION ONE, SECTION TWO, AND SECTION THREE
A SUBDIVISION IN PERRY TOWNSHIP, ALLEN COUNTY, INDIANA**

The undersigned, being at least seventy-five percent (75%) of the fee simple lot owners in Watersong, Section 1 which includes Lots numbered 1-30, Section 2 which includes Lots numbered 31-69 and Section 3 which includes Lots numbered 70 to 110 in Perry Township, Allen County, Indiana, and pursuant to the provisions of Article VII, Section 30 of the First Amended Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals for said Addition ("Restrictive Covenants") heretofore recorded as documents No. 201051916, No. 205077194 and No. 205050874 in the Office of the Recorder of Allen County, Indiana which is legally described in Exhibit "A-1", "A-2" and "A-3" now amend and modify said Restrictive Covenants, to read as follows:

ARTICLE I

DEFINITIONS

Section 1. "Architectural Control Committee" shall mean The Architectural Control Committee, composed of three members who shall be subject to removal by the Association at any time with or without cause Any vacancies from time to time shall be filled pursuant to the By-laws of the Association

Section 2. "Association" shall mean and refer to the Watersong Community Association, Inc., its successors and assigns.

Section 3. "Builder" shall mean a builder or builders who shall be designated by the Lot Owner for the purpose of building the Units

Section 4. "By-laws" shall mean the "By-laws" initially adopted by Watersong Community Association, Inc and all amendments and additions thereto

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Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Developer" shall mean and refer to Southwest Development at Union Chapel, L.L.C., its successors and assigns.

Section 7. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a lot including the garage.

Section 8. "Lot" shall mean any type of Lot as platted or any tract or tracts of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots as platted upon restrictions as herein set out or such further restrictions as may be imposed by any applicable zoning ordinance. There shall be two classifications of lots including "Villas Lots" and "Single Family Lots" and are set forth by Lot Number below:

Section One: Villas Lots 1-5 and 7-30
Section Two: Villas Lots 68 and 69
Section Three: Villas Lots 99-101

Section One: Single Family Lot 6
Section Two: Single Family Lots 31-67
Section Three: Single Family Lots 70-98 and 102-110

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

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

Section 11. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the Dedication and Plat of Watersong, Sections One, Section Two and Section Three.

Section 12. "Subdivision" shall mean Watersong Sections One, Section Two and Section Three, a subdivision located in Perry Township, Allen County, Indiana.

ARTICLE II

PROPERTY RIGHTS

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

- (a) the right of the Association to suspend the voting rights of an Owner for any period during which any assessments against the Owner's Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;
- (b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by two-thirds (2/3) of the members. No further dedication or transfer by the Association of any part of the Common Area to any public agency, authority or utility shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.
- (c) access to the Common Areas shall be only at such locations where said Common Areas adjoin public roads. Existence of Common Areas shall not be deemed to have granted or created any easement, either actual, implied or constructive, over the property of any Owner for access to or use of the Common Areas. No Owner shall build upon any common area, however existing exceptions to this provision are considered "grandfathered".

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

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot in the Subdivision shall be a member of the Association. As a member of the Association, Lot Owners shall be subject to

all covenants, restrictions, and assessments of Watersong Community Association. The membership shall be appurtenant to and may not be separated from Ownership of a Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership. Members shall be all Owners of Lots in the Subdivision and such members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Southwest Development at Union Chapel, L.L.C., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) periodic assessments, (2) special assessments for capital improvements, (3) tax recoupment assessments, and (4) storm water system maintenance (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. All assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid assessments for the Assessment Period as hereinafter defined to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

Section 2. Subordination of the Lien to Mortgage. The lien of any assessments provided for in Articles V and VI shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a judgment and court order on a foreclosure of any first mortgage, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. No Exemption from Assessment. No Lot Owner may become exempt from paying any Assessments pursuant to these covenants and restrictions by any waiver of use or abandonment or any other action with respect to the Owner's Lot.

ARTICLE V

ASSOCIATION ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of the Subdivision, and in particular for the improvement and maintenance of ponds and streams, entrance ways, in certain instances sewer works, and all other Common Areas, payment of certain utility expenses including but not limited to, snow removal, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 2. Periodic Assessments and Villa Service Assessments. The Association Dues (hereinafter referred to as "Periodic Assessment") shall be as determined by the Board of Directors.

- (a) The Board of Directors shall fix the Periodic Assessment for the calendar year ("the Assessment Period"). The Periodic Assessment may be increased each year by the Board of Directors not more than 15% above the Periodic Assessment for the previous calendar year together with any estimate increase in the utility expenses being borne by the Association which estimate shall be separately set forth, without a vote of the membership.
- (b) The Periodic Assessment may be increased above 15 % only if proposed by the Board of Directors and approved by the vote or written assent of 51% of the members.
- (c) Service Charge. A Lot Owner who failed to pay the required Periodic Assessment within five (5) days of its due date shall be subject to a \$5.00 per day service fee, retroactive to the due date.
- (d) All lots classified as Villas Lots shall be required to receive and shall pay in addition to the Periodic Assessment a "Villa Services Assessment" that may include, but shall not be limited to, lawn mowing, snow plowing, window washing, mulching and shrub trimming. Single Family Lots may choose annually on or before January 1 to receive the same package of Villa Services provided to

Villa Lots, but are not required to do so. The cost of these services shall be determined by the Board of Directors and uniformly assessed to all Villa Lots and participating Single Family Lots. The costs shall be in addition to the Periodic Assessments and shall be subject to the same restrictions on yearly increases as set forth in and service charges as provided herein.

Section 3. Special Assessment For Capital Improvements. In addition to the Periodic Assessments authorized above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of the members.

Section 4. Notice and Quorum For Any Action Authorized Under Sections 2 and 3. Any action authorized under Sections 2 or 3 of this Article V and requiring a vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51 % of the members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 5. Uniform Rate of Assessment. Except as hereinafter provided, Periodic Assessments, Villa Service Assessments and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or yearly basis. The Board of Directors of the Association may reduce the Periodic Assessment by an amount not exceeding fifteen (15%) percent of said assessment when in their sole discretion they determine that the full assessment is not applicable to any individual Lot because of the nature of the dwelling or services required by said Lot.

Section 6. Date of Commencement of Periodic Assessments: Due Date. The Board of Directors shall fix the amount of the Periodic Assessment against each Lot at least thirty (30) days in advance of each Periodic Assessment Period. Written notice of the Periodic Assessment shall be sent to every Owner subject thereto. 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 setting forth whether the assessments on the specified Lot have been paid.

Section 7. Tax Recoupment Assessment. In addition to all other assessments provided for in this Article V, the Association may levy in any assessment year, an assessment ("Tax Recoupment Assessment") applicable to that year only for the purpose of defraying, in whole or in part, any cost or expense incurred by the Association in the form of a tax, and/or penalty and/or interest on a tax imposed upon, assumed by or assessed against the Association of its properties, and arising out of or in any way related to the acceptance of title to, the ownership of and/or operation or maintenance of any plat or equipment (including utility lines, lift stations and other property) of any real estate or easements or other rights with respect to real estate owned and/or possessed in connection with such plat or equipment.

Section 8. Storm Water System Maintenance. The Association shall be obligated to maintain, repair and/or replace, if necessary, the storm water drainage system and any current or future Storm Water Detention Basin together with its outlet and water level control structures, as filed with the Allen County Plan Commission in conjunction with this Subdivision approval of which has been granted for the use and benefit of this section of this Subdivision, and of other sections of the Subdivision, the cost of which shall be assessed in accordance with Section 6 hereof. In addition, assessments shall be levied to provide for the proportionate burden of the maintenance of the blocks containing lakes into which the Subdivision's surface waters drain as located adjacent to the Subdivision in Chapel Creek Subdivision.

The Owner of any Lot in the Subdivision and/or the Allen County Drainage Board, or its successor agency, shall have the right to order the Association to carry out its obligation to maintain, repair, or replace the storm water drainage system and any current or future Storm Water Detention System improvements, as above provided.

Section 9. Assignments. The Association may assign its rights and duties granted by these Restrictions to an entity chosen by the Association.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall, spa or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. Neither the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of

any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees by submission of such plans, that he or it will not bring any action or suit against the Committee to recover any damages or to require the Committee to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Residential Purpose. 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 single-family dwelling not to exceed two and one-half stories in height. Each Dwelling Unit shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. Builder. Any Builder shall assure quality and consistency of design and construction of the Dwelling Units in accordance with the Subdivision Architectural Guidelines (see Appendix A). The Builder(s) shall have the right to purchase Lots for the purpose of building and reselling Dwelling Units on Lots sold to individual purchasers.

Section 3. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is:

- (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit;
- (b) no commodity is sold upon the Lot;

- (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and
- (d) no mechanical or electrical equipment is used;

provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, child care center or other babysitting service, animal hospital, or any form of animal care or treatment, such as dog trimming or any other business as determined by the Board to be construed as a home occupation shall be permitted.

Section 4. Dwelling Unit and Lot Size. All Dwelling Units shall have the following square footage restrictions which are exclusive of porches and garages: minimum of 1,226 s.f. per Dwelling Unit. All Lots shall meet the minimum Lot width in size in accordance with the requirements of the Allen County Zoning Ordinance for land zoned RSP-1.

Section 5. Garages. All Dwelling Units must have a full size attached garage of at least 20 feet by 20 feet. Each residence shall have a garage which shall be maintained for the purpose of storing automobiles. Garage doors shall normally remain closed. No driveway access shall be off of or onto Union Chapel Road.

Section 6. Building Setback. No Dwelling Unit shall be located on any Lot nearer to the front Lot line and rear Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, as follows:

- Front Yard: - Sections 1 and 2 (Lots 1-69): 25.0 ft;
- Section 3 (Lots 70-110): 30.0 ft
- Side Yard: - Sections 1 and 2 (Lots 1-69): 5.0 ft;
- Section 3 (Lots 70-110):
- Interior Side Yard: 7.0 ft;
- Exterior Side Yard: 20.0 ft
- Rear Yard: - Lots 1-5, 23, 38-58, 70-110 and the north line of Lot 37: 25.0 ft;
- Lots 6-22, 24-36, 59-69, the west line of Lot 37, and permitted for Lots 70-110 along the rear line that abuts Common Area Blocks: 15.0 ft

However, that portion of a Dwelling Unit specifically defined as an open porch, unenclosed platform, deck, or landing which does not extend or project into any required front, side or rear yard setback more than six (6) feet shall be permitted, provided that the width of a side yard is not reduced to less than three (3) feet, and further provided that an overhang, canopy or portico may be placed over said open porch, unenclosed platform, or landing, but it shall not be enclosed as provided for in the Allen County Zoning Ordinance Section 3-10-2-4(d).

Section 7. Utility Easement. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind 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 herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service. All such easements dedicated on the face of the plat shall be kept free of all permanent structures, that 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 place their utility or sewage facilities, and that 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.

Section 8. Surface Drain. Surface Drainage Easements and Common Areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed. All such easements dedicated on the face of the plat shall be kept free of all permanent structures, that 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 place their utility or sewage facilities, and that 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.

Section 9. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on the premises, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. The Subdivision adopts the same rules for the use of fireworks as the City of Fort Wayne, Indiana: Fireworks may be used only between 5 p.m. and two hours after dusk (approximately 11 p.m.) from June 29 – July 3 and July 5 – 9. On the day before Memorial Day, Memorial Day, Fourth of July, the day before Labor Day and Labor Day, the hours are extended from 10 a.m. – to midnight. For New Year's Eve, the hours are 10 a.m. Dec. 31 until 1 a.m., Jan. 1. Use of fireworks in the Subdivision must also comply with Indiana Code IC 22-11-14.

Section 10. Temporary Structures and Storage. No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way within the Subdivision at anytime, or used as a residence either temporarily or permanently.

Section 11. Sign. No sign of any kind shall be displayed to the public view on any Lot except as hereinafter provided.

- (a) The Builder may display one sign of not more than five square feet, advertising such Lot for sale or rent, or to advertise such Lot during the construction and sales period. A subsequent Owner may display one sign approved by the Association advertising the Dwelling Unit for sale or rent.
- (b) In accordance with Indiana Code IC 32-21-13, the Owner may display no more than three political signs on the Lot for a period of 30 days prior to and 5 days following the date of the election to which the signs relate. Each of the signs must be no larger than 6 square feet. No political signs are allowed to be displayed in common areas.

Section 12. Radio and Television Antenna. No radio or television masts, wind turbines, towers, poles, antennas, satellite dishes larger than 1 meter in diameter, or aerials may be erected, constructed, or maintained without the prior approval of the Architectural Control Committee.

Section 13. 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 14. Pets and Animals. Pets and animals shall be permitted, only as provided for in this Section.

- (a) Animals and pets shall be restricted to cats, dogs, fish, domestic birds, hamsters, gerbils, turtles, guinea pigs and rabbits. No other animals shall be allowed or suffered in the subdivision.
- (b) All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Indiana.
- (c) When outside of the Dwelling Unit or outside of the boundaries of the Owner's Lot, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No cats or dogs shall be permitted to run at large outside of the Dwelling Unit or outside of the boundaries of the Owner's Lot; this shall not prohibit a cat or dog from being supervised without a leash or other restraint within any enclosed privacy area of the Dwelling Unit or within the boundaries of the Owner's Lot in which the dog or cat resides and/or is maintained.
- (d) The owner/custodian of each animal and pet and/or the individual walking same, shall be required to promptly clean up after the pet/animal.
- (e) The owner/custodian of the animal or pet shall remove his or her animal or pet from the Subdivision when such animal or pet emits excessive noise such that same may be heard outside of the Dwelling Unit.
- (f) The pet/animal owner and the Unit Owner of the Unit involved shall be strictly liable for damage caused to the Common Area or other Owner's Lot by the pet/animal.

- (g) Any pet/ animal owner's right to have a pet/ animal reside in or visit the Subdivision shall have such right revoked if the pet/ animal shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association

Section 15. Service Screening. Storage Areas. Garbage, recyclables and refuse shall be placed in containers, which shall be kept in the garage of the Dwelling Unit. Garbage cans, recyclables cans and trash containers shall be placed at the curbside no sooner than the evening before and removed no later than the evening of the scheduled pickup.

Section 16. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure of any Lots of said Subdivision and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots.

Section 17. Driveways and Sidewalks. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width for a unit with a front load garage and no less than ten (10) feet in width for a unit with a side load garage. Plans and specifications for this subdivision, on file with the Allen County Plan Commission, require the installation of concrete sidewalks within the right-of-way in front of all Lots. Installation of said sidewalks shall be the obligation of the Owner of any such Lot, and shall be completed in accordance with said plans and specifications prior to the issuance of a Certificate of Occupancy.

Section 18. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lots in this Subdivision.

Section 19. 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 the Developer, the Association and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated on Sections 7 and 8 or this Section 19 of this Article VII, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets. All such easements dedicated on the face of the plat

shall be kept free of all permanent structures, that 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 place their utility or sewage facilities, and that 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.

Section 20. 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 Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

Section 21. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the Owner of said Lot shall install improvements serving said Lot provided in said plans and specifications for this Addition filed with the County of Allen. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by any aggrieved Lot Owner in this Subdivision.

Section 22. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied such user or occupier shall first obtain from the Allen County Zoning Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 23. Pools and Other Outdoor Recreational Equipment. Pools and other outdoor recreational equipment are restricted as hereinafter provided.

- (a) No in-ground pool, above-ground pool, in-ground spas or in-ground hot tubs shall be placed or maintained on any Lot. Above-ground spas and above-ground hot tubs are permitted upon the prior written approval of the Architectural Control Committee and must be installed in accordance with all applicable building codes.
- (b) No other outdoor recreational equipment, including by way of example and not limitation, swing sets, slides, basketball goals and sandboxes shall be placed or maintained on any Villa Lots, but shall be allowed on Single Family Lots only with prior written approval of the Architectural Control Committee.

Section 24. Fencing, Gazebos, Pergolas, Trellis and Other Outdoor Structures. No fencing, gazebos, pergolas, trellis or other outdoor structures shall be permitted except as hereinafter provided.

- (a) No fencing shall be permitted except where required to meet safety standards. Plans for new fences or railing must be reviewed and approved by the Architectural Control Committee in accordance with Article 6 of these Covenants. The installation of new fences or railing shall comply with the current standards as set forth in the Allen County Zoning Ordinance. Fencing or railing that is not required to meet safety standards and existed prior to the revision of these Covenants are considered "grandfathered", however they must be maintained such that they comply with the current standards as set forth in the Allen County Zoning Ordinance. Replacement of damaged or worn-out "grandfathered" fencing is not permitted without the prior approval of the Architectural Control Committee in accordance with Article 6 of these Covenants.

- (b) No gazebos, pergolas, trellis or other outdoor structures shall be permitted without the prior plan review and approval of the Architectural Control Committee in accordance with Article 6 of these Covenants.

Section 25. Mailboxes. Type, location, installation and maintenance of mailboxes shall be the responsibility of the Association.

Section 26. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Section 27. Enforceability. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and shall not operate to deprive an Owner from enforcing said covenant or restriction.

Section 28. Right of Entry. The Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purposes of determining whether or not the provisions of these restrictions are being complied with and

exercising all rights and powers conferred upon the Architectural Control Committee and the Association with respect to the enforcement or correction or remedy of any failure of the Owner to observe these restrictions, and the Architectural Control Committee and the Association and such representatives shall not be deemed to have committed a trespass as a result thereof. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five (5) days prior to such entry.

Section 29. Partial Invalidation. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 30. Covenants, Restrictions and Extensions. The covenants and restrictions herein contained shall run with the land, and be effective for a term of up to twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75 % of the Lot Owners.

Section 31. Subdivision of Lot. No Lot or combination of Lots may be further subdivided unless 75 % of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Allen County Plan Commission.

Section 32. Exterior Building Surface. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

Section 33. Fires. No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted to burn upon any street, roadway or Lot in this subdivision.

Section 34. Cost and Attorney Fees. In any proceeding arising because of the failure of an Owner to pay any assessments or amounts due pursuant to this Declaration, the By-Laws or any rules and regulations adopted pursuant thereto, as each may be amended from time-to-time, the Association shall be entitled to recover its costs, to include its reasonable attorney's fees.

Section 35. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are hereby established as set forth below. All dwellings adjacent to a pond or lake shall be constructed at or above the minimum flood protection grades. The flood protection grades for all Lots, except Lots 82 and 83, shall be the minimum elevation of the first floor

or the minimum sill elevation of any opening below the first floor. The flood protection grades for Lots 82 and 83 shall be the minimum elevation of the lowest floor of the structure. Flood protection grades for Lots are established as follows:

- Lots 6-22, 59-69, 93 and 95-98: 840.4 feet Mean Sea Level
- Lots 82 and 83: 835.5 feet Mean Sea Level
- Lots 84-86: 834.0 feet Mean Sea Level
- Lots 104-108 and 110: 844.1 feet Mean Seal Level

Section 36. Motor Vehicles. All motor vehicles shall carry a current year's license tag registration and be maintained in proper operating condition, so that they do not constitute a nuisance because of noise, exhaust emissions or otherwise. All motor vehicles, including but not limited to automobiles, trucks, trail bikes, motorcycles, dune buggies, etc. shall be driven only upon paved streets and parking areas. No motor vehicles shall be driven upon the pathways or unpaved areas of the property. No motor vehicle shall be driven after dusk without operating headlamps. Unlicensed motor vehicles, such as go-karts, golf carts, dirt bikes, etc. shall not be driven on paved streets, sidewalks, pathways, parking areas or common areas.

Section 37. Parking. Regular overnight parking of all motor vehicles will be in garages. Passenger vehicles may be occasionally parked in the unit's driveways or in other areas designated by the Association. Overnight parking of all passenger vehicles will be in garages or in other areas designated by the Association. Overnight parking of all other vehicles and recreational equipment, including boats and campers, shall be in garages. No buses, tractor trailers or semi-trucks shall be parked upon the Property except for delivery purposes. Except for emergency repairs, no Owner or occupant of a Lot shall repair or restore any vehicle, boat or trailer upon any portion of the Property.

Section 38. Clothes Lines. No outdoor clothes lines or other outdoor clothes drying apparatus or equipment shall be permitted on any Lot.

Section 39. Lease Restrictions. No Lot Owner of a Dwelling Unit may lease said Dwelling Unit for a period of less than one year. These Covenants apply in whole to occupants of leased Dwelling Units, and the Owner of the leased Dwelling Unit shall provide a copy of the Covenants to the occupants.

Section 40. Severability. Should any provision of this Declaration be determined to be void or unenforceable, such determination shall not be deemed to affect the remaining provisions of the declaration, which shall remain in full force and effect.

Section 41. Hold Harmless. The Association and all Owners of Lots in the Subdivision shall jointly and severally indemnify and hold harmless Allen County, Indiana, the Board and the Commission, against any loss, damage, or

liability arising from claims or suits for personal injury or property damage involving the design, construction, use or maintenance of a private street in this subdivision.

APPENDIX A

WATERSONG ARCHITECTURAL GUIDELINES All Homes (Single Family and Villa)

PRIOR TO STARTING CONSTRUCTION OF DWELLING:

Present 3 sets of Drawings to the Watersong Architectural Control Committee
Estimate of the cost of the Home (not including Lot)
One copy of the Building Permit

EXTERIOR: Materials and colors must be approved by Architectural Control Committee before installation.

Roof:

Minimum roof pitch: 7/12; street gable 8/12
Shingles: GAF Royal Sovereign – Weathered Gray 3 in 1 (can vary slightly for single family homes)

Address Post: 6x6 with dusk to dawn light, or

Address Number: Stone address within brick on the front of the Home.

Landscaping:

Landscape design shall be harmonious and compatible with other dwellings. Plans must be approved by Architectural Control Committee prior to installation.

Additional Villa Requirements

No Two Story Houses- Lofts are permitted

Siding:

.42 Gage or Thicker
Trim and overhangs shall be the same color and must contrast siding color
5 inch vinyl siding corners
5 inch vinyl soffit lintels and front gable trim
Shutters if used-vinyl-raised panel or louver
Gutters required on all eaves and must match trim color

Windows:

Window grills on street side of house and garage
Window design shall be harmonious and compatible with other dwellings

Brick:

Minimum 100 square feet
Only real brick, stone or cultured stone permitted
Finish top of brick on gables to be 1x6 trim board
Finish top of brick on eaves to be 1x6 trim and 4 ¼ crown moulding

The Architectural Committee reserves the right to ask for any additional information deemed necessary to help process an application.

EXHIBIT A-1

LEGAL DESCRIPTION: WATERSONG, SECTION ONE

APART OF THE NORTH HALF OF SECTION 27, TOWNSHIP 32 NORTH, RANGE 12 EAST, 2ND PRINCIPLE MERIDIAN, PERRY TOWNSHIP, ALLEN COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH HALF, WHICH CORNER BEING MARKED BY A PK NAIL SAID CORNER, ALSO, BEING THE INTERSECTION OF COLDWATER ROAD (FORMERLY S.R. #327) AND UNION CHAPEL ROAD; THENCE NORTH 88 DEGREES 49 MINUTES 04 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTH HALF, A DISTANCE OF 400.01 FEET; THENCE NORTH 1 DEGREE 33 MINUTES 47 SECONDS WEST PARALLEL TO THE WEST LINE OF SAID NORTH HALF, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE UNION CHAPEL ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1 DEGREE 33 MINUTES 47 SECONDS WEST PARALLEL TO SAID LINE, A DISTANCE OF 576.07 FEET; THENCE NORTH 88 DEGREES 26 MINUTES 13 SECONDS EAST, A DISTANCE OF 50 FEET; THENCE NORTH 79 DEGREES 39 MINUTES 46 SECONDS EAST, A DISTANCE OF 190.82 FEET; THENCE NORTH 35 DEGREES 00 MINUTES 07 SECONDS WEST, A DISTANCE OF 20.59 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 4 DEGREES 31 MINUTES 07 SECONDS, AND A CHORD OF 17.74 FEET BEARING NORTH 32 DEGREES 44 MINUTES 33 SECONDS WEST; THENCE ALONG SAID CURVE A DISTANCE OF 17.74 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 12 SECONDS EAST, A DISTANCE OF 158.23 FEET; THENCE SOUTH 44 DEGREES 28 MINUTES 35 SECONDS EAST, A DISTANCE OF 165.44 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 6 DEGREES 41 MINUTES 20 SECONDS, AND A CHORD OF 49.59 FEET BEARING SOUTH 48 DEGREES 09 MINUTES 06 SECONDS WEST; THENCE ALONG SAID CURVE A DISTANCE OF 49.62 FEET; THENCE SOUTH 51 DEGREES 29 MINUTES 46 SECONDS WEST, A DISTANCE OF 19.91 FEET; THENCE SOUTH 39 DEGREES 41 MINUTES 55 SECONDS EAST, A DISTANCE OF 135.87 FEET; THENCE NORTH 51 DEGREES 45 MINUTES 21 SECONDS EAST, A DISTANCE OF 90.18 FEET; THENCE NORTH 36 DEGREES 34 MINUTES 55 SECONDS EAST, A DISTANCE OF 118.78 FEET; THENCE SOUTH 54 DEGREES 38 MINUTES 17 SECONDS EAST, A DISTANCE OF 23.88 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 9 DEGREES 34 MINUTES 48 SECONDS, AND A CHORD OF 87.68 FEET BEARING SOUTH 59 DEGREES 25 MINUTES 41 SECONDS EAST; THENCE SOUTHEAST ALONG SAID CURVE, A DISTANCE OF 87.78 FEET; THENCE NORTH 25 DEGREES 46 MINUTES 55 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 44 DEGREES 19 MINUTES 15 SECONDS EAST, A DISTANCE OF 103.52 FEET; THENCE NORTH 81 DEGREES 35 MINUTES 59 SECONDS EAST, A DISTANCE OF 85.95 FEET; THENCE NORTH 73 DEGREES 01 MINUTE 18 SECONDS EAST, A DISTANCE OF 69.13 FEET; THENCE NORTH 65 DEGREES 29 MINUTES 54 SECONDS EAST, A DISTANCE OF 94.37 FEET; THENCE SOUTH 16 DEGREES 32 MINUTES 42 SECONDS EAST, A DISTANCE OF 153.78 FEET; THENCE SOUTH 4 DEGREES 52 MINUTES 31 SECONDS EAST, A DISTANCE OF 60.58 FEET; THENCE SOUTH 9 DEGREES 24 MINUTES 57 SECONDS EAST, A DISTANCE OF 109.37 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 399.22 FEET TO THE NORTH LINE OF UNION CHAPEL ROAD; THENCE SOUTH 88 DEGREES 49 MINUTES 45 SECONDS WEST ALONG SAID CENTER LINE, A DISTANCE OF 233.59 FEET; THENCE SOUTH 88 DEGREES 49 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH HALF, A DISTANCE OF 888.95 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 15.710 ACRES, MORE OR LESS; AND,

SUBJECT TO COVENANTS, EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS OF RECORD.

BEARING OF LINES BEING BASED ON WGS84 LONGITUDE AND LATITUDE BY GPS OBSERVATIONS.

Exhibit A-2
LEGAL DESCRIPTION: WATERSONG, SECTION TWO

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 32 NORTH, RANGE 12 EAST, 2ND PRINCIPLE MERIDIAN, PERRY TOWNSHIP, ALLEN COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, WHICH CORNER BEING MARKED BY A PK NAIL, ALSO, BEING THE INTERSECTION OF COLDWATER ROAD (FORMERLY S.R. #327) AND UNION CHAPEL ROAD; THENCE NORTH 88 DEGREES 49 MINUTES 04 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTH HALF, A DISTANCE OF 400.01 FEET; THENCE NORTH 1 DEGREE 33 MINUTES 47 SECONDS WEST PARALLEL TO THE WEST LINE OF SAID SOUTH HALF, A DISTANCE OF 626.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1 DEGREE 33 MINUTES 47 SECONDS WEST PARALLEL TO SAID WEST LINE, A DISTANCE OF 697.53 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER, ALSO, BEING THE SOUTH LINE OF A TRACT OF LAND AS RECORDED UNDER INSTRUMENT NUMBER 7927958 IN THE OFFICE OF RECORDER IN SAID COUNTY; THENCE NORTH 88 DEGREES 56 MINUTES 51 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 246.34 FEET TO A RAILROAD IRON POST 4 FEET IN HEIGHT; THENCE SOUTH 1 DEGREE 30 MINUTES 37 SECONDS EAST, A DISTANCE OF 2.64 FEET; THENCE NORTH 89 DEGREES 01 MINUTE 34 SECONDS EAST ALONG THE RESPECTIVE OCCUPIED SOUTH LINES OF PERRY LAKE ESTATES, SECTION ONE, AS FILED IN CABINET "C", PAGE 81, AND PERRY LAKE ESTATES, SECTION TWO, AS FILED IN CABINET "C", PAGE 123, IN THE OFFICE OF SAID RECORDER, A DISTANCE OF 643.81 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, WHICH POINT BEING SOUTH 1 DEGREE 30 MINUTES 37 SECONDS EAST, A DISTANCE OF 2.40 FEET FROM A RAILROAD IRON POST 4 FEET IN HEIGHT; THENCE CONTINUING NORTH 89 DEGREES 01 MINUTE 34 SECONDS EAST ALONG THE RESPECTIVE OCCUPIED SOUTH LINES OF SAID PERRY LAKE ESTATES, SECTION TWO, AND PERRY LAKE ESTATES, SECTION THREE, AS FILED IN PLAT CABINET "C", PAGE 160 IN OFFICE OF SAID RECORDER, A DISTANCE OF 323.40 FEET; THENCE SOUTH 0 DEGREES 58 MINUTES 26 SECONDS EAST, A DISTANCE OF 100.45 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 14 SECONDS EAST, A DISTANCE OF 54.46 FEET; THENCE SOUTH 1 DEGREE 26 MINUTES 37 SECONDS EAST, A DISTANCE OF 221.01 FEET; THENCE SOUTH 48 DEGREES 17 MINUTES 55 SECONDS WEST, A DISTANCE OF 269.32 FEET; THENCE SOUTH 16 DEGREES 32 MINUTES 42 SECONDS EAST, A DISTANCE OF 56.63 FEET TO THE NORTHEAST CORNER OF LOT 6 IN WATERSONG, SECTION ONE AS FILED IN PLAT CABINET "D", PAGE 91, IN THE OFFICE OF SAID RECORDER; THENCE THE NEXT 18 COURSES ALONG THE NORTHERN BOUNDARY LINES OF SAID WATERSONG, SECTION ONE: (1) SOUTH 65 DEGREES 29 MINUTES 54 SECONDS WEST, A DISTANCE OF 94.37 FEET; (2) THENCE SOUTH 73 DEGREES 01 MINUTE 18 SECONDS WEST, A DISTANCE OF 69.13 FEET; (3) THENCE SOUTH 81 DEGREES 35 MINUTES 59 SECONDS WEST, A DISTANCE OF 85.95 FEET; (4) THENCE SOUTH 44 DEGREES 19 MINUTES 15 SECONDS WEST, A DISTANCE OF 103.52 FEET; (5) THENCE SOUTH 25 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 9 DEGREES 34 MINUTES 48 SECONDS, AND A CHORD OF 87.68 FEET BEARING NORTH 59 DEGREES 25 MINUTES 41 SECONDS WEST; (6) THENCE NORTHWEST ALONG SAID CURVE, A DISTANCE OF 87.78 FEET; (7) THENCE NORTH 54 DEGREES 38 MINUTES 17 SECONDS WEST, A DISTANCE OF 23.88 FEET; (8) THENCE SOUTH 36 DEGREES 34 MINUTES 55 SECONDS WEST, A DISTANCE OF 118.78 FEET; (9) THENCE SOUTH 51 DEGREES 45 MINUTES 21 SECONDS WEST, A DISTANCE OF 90.18 FEET; (10) THENCE NORTH 39 DEGREES 41 MINUTES 55 SECONDS WEST, A DISTANCE OF 135.87 FEET; (11) THENCE NORTH 51

DEGREES 29 MINUTES 46 SECONDS EAST, A DISTANCE OF 19.91 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 6 DEGREES 41 MINUTES 20 SECONDS, AND A CHORD OF 49.59 FEET BEARING NORTH 48 DEGREES 09 MINUTES 06 SECONDS EAST; (12) THENCE NORTHEAST ALONG SAID CURVE, A DISTANCE OF 49.62 FEET; (13) THENCE NORTH 44 DEGREES 28 MINUTES 35 SECONDS WEST, A DISTANCE OF 165.44 FEET; (14) THENCE SOUTH 60 DEGREES 01 MINUTE 12 SECONDS WEST, A DISTANCE OF 158.23 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 4 DEGREES 31 MINUTES 07 SECONDS, AND A CHORD OF 17.74 FEET BEARING SOUTH 32 DEGREES 44 MINUTES 33 SECONDS EAST; (15) THENCE SOUTHEAST ALONG SAID CURVE, A DISTANCE OF 17.74 FEET; (16) THENCE SOUTH 35 DEGREES 00 MINUTES 07 SECONDS EAST, A DISTANCE OF 20.59 FEET; (17) THENCE SOUTH 79 DEGREES 39 MINUTES 46 SECONDS WEST, A DISTANCE OF 190.82 FEET; (18) THENCE SOUTH 88 DEGREES 26 MINUTES 13 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 18.005 ACRES, MORE OR LESS.

SUBJECT TO COVENANTS, EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS OF RECORD.

BEARING OF LINES BEING BASED ON WGS84 LONGITUDE AND LATITUDE BY GPS OBSERVATIONS.

Exhibit A-3
LEGAL DESCRIPTION: WATERSONG, SECTION THREE

A PART OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 27, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE SECOND PRINCIPLE MERIDIAN, PERRY TOWNSHIP, ALLEN COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27, WHICH CORNER BEING MARKED BY A PK NAIL; THENCE SOUTH 88 DEGREES 49 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 680.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID LINE, A DISTANCE OF 371.51 FEET, WHICH POINT BEING NORTH 88 DEGREES 49 MINUTES 45 SECONDS EAST, A DISTANCE OF 232.27 FEET FROM THE SOUTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 449.23 FEET; THENCE NORTH 9 DEGREES 24 MINUTES 57 SECONDS WEST, A DISTANCE OF 109.37 FEET; THENCE NORTH 4 DEGREES 52 MINUTES 31 SECONDS WEST, A DISTANCE OF 60.58 FEET; THENCE NORTH 16 DEGREES 32 MINUTES 42 SECONDS WEST, A DISTANCE OF 210.41 FEET; THENCE NORTH 48 DEGREES 17 MINUTES 55 SECONDS EAST, A DISTANCE OF 269.32 FEET; THENCE NORTH 1 DEGREE 26 MINUTES 37 SECONDS WEST, A DISTANCE OF 221.01 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 14 SECONDS WEST, A DISTANCE OF 54.46 FEET; THENCE NORTH 0 DEGREES 58 MINUTES 26 SECONDS WEST, A DISTANCE OF 100.45 FEET TO THE SOUTH LINE OF PERRY LAKE ESTATES, SECTION III AS RECORDED IN PLAT CABINET "C", PAGE 160, IN THE OFFICE OF RECORDER OF SAID COUNTY, ALSO, BY RECORD BEING THE NORTH LINE OF SAID SOUTH HALF, WHICH POINT BEING SOUTH 2.40 FEET AND NORTH 89 DEGREES 01 MINUTES 34 SECONDS EAST, A DISTANCE OF 323.40 FEET FROM A RAILROAD POST MONUMENT; THENCE NORTH 89 DEGREES 01 MINUTES 34 SECONDS EAST ALONG SAID SOUTH LINE OF PERRY LAKE ESTATES, SECTION III (AS OCCUPIED), A DISTANCE OF 964.58 FEET TO THE EAST LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 01 MINUTES 34 SECONDS EAST, A DISTANCE OF 429.57 FEET TO THE EAST LINE OF BLOCK "C" OF CHAPEL CREEK, SECTION I, AS RECORDED IN PLAT CABINET "C", PAGE 34 IN THE OFFICE OF SAID RECORDER, WHICH POINT BEING SOUTH 9.05 FEET FROM THE NORTHWEST CORNER OF BLOCK "C" IN SAID CHAPEL CREEK, SECTION I, ALSO, BEING FROM THE RECORD NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE THE NEXT 14 COURSES ALONG THE EASTERLY AND NORTHERLY BOUNDARY LINES OF SAID CHAPEL CREEK: (1) THENCE SOUTH 1 DEGREE 09 MINUTES 28 SECONDS EAST, A DISTANCE OF 59.36 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 83 DEGREES 08 MINUTES 05 SECONDS, AND A CHORD OF 278.67 FEET BEARING SOUTH 10 DEGREES 22 MINUTES 07 SECONDS WEST; (2) THENCE SOUTH ALONG SAID CURVE, A DISTANCE OF 304.70 FEET; (3) THENCE NORTH 52 DEGREES 14 MINUTES 34 SECONDS WEST, A DISTANCE OF 245.83 FEET; (4) THENCE SOUTH 88 DEGREES 50 MINUTES 32 SECONDS WEST, A DISTANCE OF 115.80 FEET; (5) THENCE SOUTH 9 DEGREES 44 MINUTES 47 SECONDS WEST, A DISTANCE OF 139.78 FEET; (6) THENCE SOUTH 88 DEGREES 50 MINUTES 32 SECONDS WEST, A DISTANCE OF 602.00 FEET; (7) THENCE SOUTH 79 DEGREES 19 MINUTES 35 SECONDS WEST, A DISTANCE OF 104.08 FEET; (8) THENCE SOUTH 11 DEGREES 10 MINUTES 46 SECONDS EAST, A DISTANCE OF 130.44 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 1 DEGREE 50 MINUTES 27 SECONDS, AND A CHORD OF 15.26 FEET BEARING SOUTH 77 DEGREES 08 MINUTES 04 SECONDS WEST; (9) THENCE WEST ALONG SAID CURVE, A DISTANCE OF 15.26 FEET; (10) THENCE SOUTH 11 DEGREES 52 MINUTES 28 SECONDS EAST, A DISTANCE OF 190.04 FEET; (11) THENCE SOUTH 72 DEGREES 24 MINUTES 16 SECONDS WEST, A DISTANCE OF 52.24 FEET TO

THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 28 DEGREES 37 MINUTES 55 SECONDS, AND A CHORD OF 247.27 FEET BEARING SOUTH 3 DEGREES 46 MINUTES 51 SECONDS EAST; (12) THENCE SOUTH ALONG SAID CURVE, A DISTANCE OF 249.86 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 47 DEGREES 58 MINUTES 38 SECONDS, AND A CHORD OF 292.72 FEET BEARING SOUTH 1 DEGREE 59 MINUTES 14 SECONDS WEST; (13) THENCE SOUTH ALONG SAID CURVE, A DISTANCE OF 301.45 FEET; (14) THENCE SOUTH 1 DEGREE 07 MINUTES 46 SECONDS EAST, A DISTANCE OF 107.58 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 18.370 ACRES, MORE OR LESS.

SUBJECT TO UNION CHAPEL ROAD RIGHT OF WAY AND ANY COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD.

BEARING OF LINES IS BASED ON WGS84 LONGITUDE AND LATITUDE BY GPS OBSERVATIONS.

BEARING OF LINES ARE COUNTER CLOCKWISE 1 DEGREE 09 MINUTES 28 SECONDS TO THE BEARING DATUM OF CHAPEL CREEK, SECTION ONE AS RECORDED IN PLAT CABINET "C", PAGE 34, IN THE OFFICE OF SAID RECORDER.