

Unprecedented Offering on

Tuesday, October 1 • 6pm

St. Joseph River Lots in Elkhart County, Indiana

43

River & Lake Lots

**INFORMATION
BOOKLET**

Absolute
AUCTION

Sells Regardless of Price!

Auction held at Northern Indiana Event Center, Elkhart IN

DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

SELLERS: H&S Partners, LLP

Auction Company: Schrader Real Estate and Auction Company, Inc.



SCHRADER REAL ESTATE & AUCTION CO., INC.
950 N. Liberty Dr., Columbia City, IN 46725
260-244-7606 or 800-451-2709
SchraderAuction.com

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

TUESDAY, OCTOBER 1, 2019

43 RIVER & LAKE LOTS - 66 ACRES - ELKHART COUNTY, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,

Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Tuesday, September 24,
2019.

Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
43 River & Lake Lots - 66± Acres •Elkhart
County, Indiana
Tuesday, October 1, 2019

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, October 1, 2019 at 6:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, September 24, 2019**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

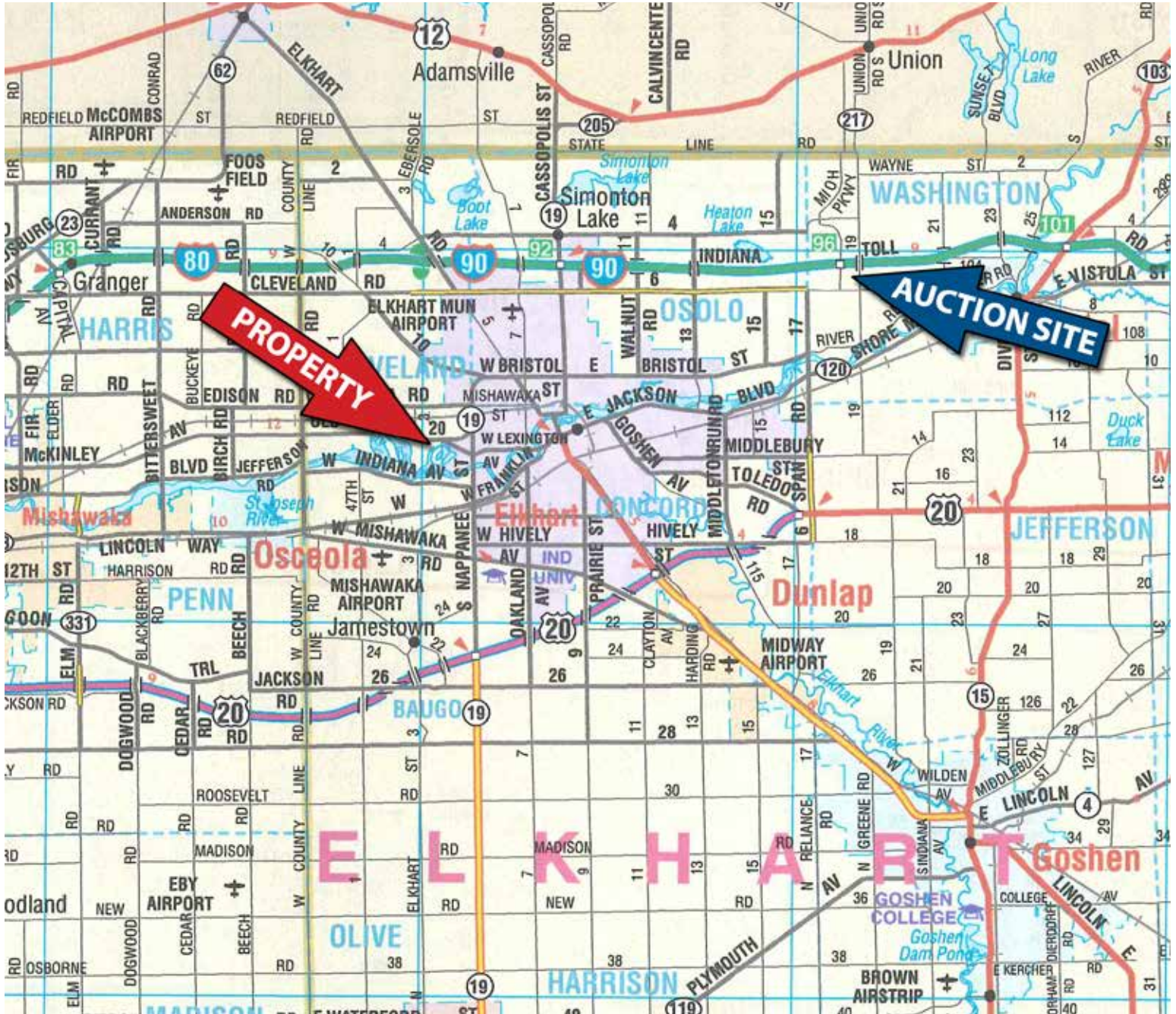
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.

MAPS

LOCATION MAP



AUCTION LOCATION: RV/MH Hall of Fame and Museum/Northern Indiana Event Center, 21565 Executive Pkwy, Elkhart, IN 46514
PROPERTY LOCATION: St. Rd. #19 and W. Lexington Ave. Elkhart, Indiana. Go west 800' on Lexington Ave. to Haines Dr. or Lexington Landing located on south side of Lexington Ave directly across from Tom Naquin Chevrolet and Zeigler Ford auto dealership.

LOCATION MAP



INSPECTION DATES:
Saturday, Sept. 7 • 10am-1pm
Sunday, Sept. 8 • 2pm-4pm
Wednesday, Sept. 18 • 4pm-6pm
Saturday, Sept. 21 • 10am-1pm
Sunday, Sept. 22 • 2pm-4pm
Watch for Signs!

AERIAL TRACT MAP



PROPERTY INFORMATION

| QUAIL ISLAND | | | | |
|--------------|----------|-------------|-------------|--|
| TRACT | FRONTAGE | LOT SIZE | WATER/SEWER | NOTES |
| 1 | River | .75± Acre | Yes | <ul style="list-style-type: none"> • Excellent Location • Unique Opportunities • Fabulous Water Front Views |
| 2 | River | .56± Acre | Yes | |
| 3 | Lake | .78± Acre | Yes | |
| 4 | Lake | .58± Acre | Yes | |
| 5 | Lake | .59± Acre | Yes | |
| 6 | Lake | .59± Acre | Yes | |
| 7 | Lake | .56± Acre | Yes | |
| 8 | Lake | .58± Acre | Yes | |
| 9 | Lake | .58± Acre | Yes | |
| 10 | Lake | .73± Acre | Yes | |
| 11 | Lake | .71± Acre | Yes | |
| 12 | Lake | 4.05± Acres | Access | <ul style="list-style-type: none"> • Endless Opportunities • Condos, Villas, High End Homes • River & Lake Frontage |
| 13 | Lake | 4.34± Acres | Access | |
| 14 | River | 5.56± Acres | Access | |
| 15 | River | 5.78± Acres | Access | |
| 16 | River | 1.08± Acres | Yes | |
| 17 | River | 1.30± Acres | Yes | |
| 18 | River | 3.02± Acres | No | |

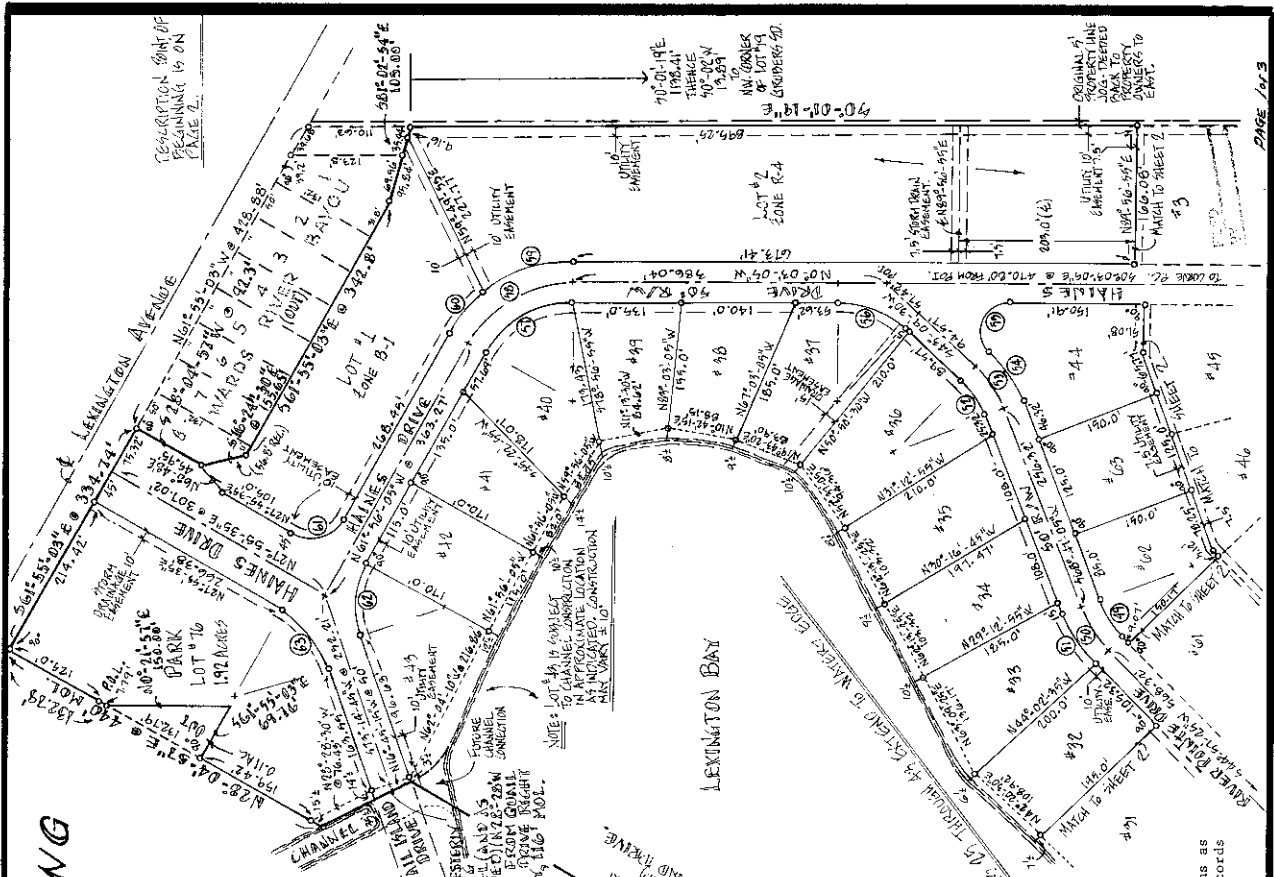
| LEXINGTON LANDING | | | | | |
|-------------------|------------------|-------------|-------------|---|--------------------------|
| TRACT | FRONTAGE | LOT SIZE | WATER/SEWER | NOTES | |
| 19 | River | .55± Acre | Yes | <ul style="list-style-type: none"> • Very Rare Offering • Excellent Location • Unique Building Opportunity • Fabulous Water Front Views | |
| 20 | River | .49± Acre | Yes | | |
| 21 | River | .59± Acre | Yes | | |
| 22 | River | .47± Acre | Yes | | |
| 23 | River | .45± Acre | Yes | | |
| 24 | River | .59± Acre | Yes | | |
| 25 | River | .54± Acre | Yes | | |
| 26 | River | .62± Acre | Yes | | |
| 27 | River | .59± Acre | Yes | | |
| 28 | River | .53± Acre | Yes | | |
| 29 | River | .57± Acre | Yes | | |
| 30 | Waterbend Dr. | .36± Acre | Yes | <ul style="list-style-type: none"> • Established Sub-division • Great Views • Shovel Ready to Build • Beautiful Neighborhood | |
| 31 | Waterbend Dr. | .50± Acre | Yes | | |
| 32 | River Pointe Dr. | .61± Acre | Yes | | |
| 33 | River Pointe Dr. | .50± Acre | Yes | | |
| 34 | River Pointe Dr. | .43± Acre | Yes | | |
| 35 | River Pointe Dr. | .31± Acre | Yes | | |
| 36 | River Pointe Dr. | .40± Acre | Yes | | |
| 37 | Stillwater Lane | 4.52± Acres | Yes | | |
| 38 | Haines Dr. | .52± Acre | Yes | | |
| 39 | Haines Dr. | .53± Acre | Yes | | |
| 40 | River Pointe Dr. | .60± Acre | Yes | | |
| 41 | Haines Dr. | .66± Acre | Yes | | Planned Unit Development |
| 42 | Haines Dr. | .80± Acre | Yes | | |
| 43 | Haines Dr. | .80± Acre | Yes | | |



PLAT MAPS

PLAT MAPS

HAINES' LEXINGTON LANDING



LEGAL DESCRIPTION

A part of the South Half of Section 1 and of the North Half of Section 12, both of Township 37 North, Range 4 East, Boone Township, Elkhart County, now the City of Elkhart, Indiana and more particularly described as follows:

Commencing at the northeast corner of Lot # 19 of Gruber Manor, a subdivision as known in the records of the Elkhart County Recorder as the point of beginning of said description; thence South 0 degrees 02 minutes West along the west line of said described Gruber Manor (and the west line of Lots # 19, 18, 17, 16, 15, 14 and 13 of said Gruber Manor), a distance of 950.00 feet more or less to the St. Joseph River; thence westerly, northwesterly and northerly downstream along said St. Joseph River, a distance of 2060.00 feet more or less to a common side lot line of Lot # 27, a distance of 2060.00 feet more or less to an approximate bearing of North 30 degrees 12 minutes East; thence across a man made bay, a distance of 1283.0 feet to the intersection of the northerly edge of the channel and as extended westerly to the southerly right of way line of the channel; thence Northwesterly along an approximate bearing of North 28 degrees 28 minutes West, a distance of 116.80 feet more or less to the right of way line of the channel (and as extended), a distance of 174.42 feet more or less to the east of Lexington Avenue), a distance of 174.42 feet more or less to the east of Lexington Avenue), a distance of 69.76 feet; thence North 0 degrees 55 minutes 03 seconds East, a distance of 132.79 feet; thence North 28 degrees 04 minutes 57 seconds East, a distance of 132.79 feet to the southerly right of way line of Lexington Avenue; thence South 61 degrees 55 minutes 03 seconds East, along said described southerly right of way of Lexington Avenue, a distance of 334.74 feet to the northeast corner of Lot # 8 of Wards River Bayou as known in the records of the Recorder of Elkhart County Indiana (said plat of Wards River Bayou now vacated excepting lots # 1 through 8 thereof); thence South 28 degrees 04 minutes 57 seconds West (at a right angle to said Lexington Avenue) and along the westerly line of said described lot # 8, a distance of 92.3 feet to a most westerly corner of said described lot # 8; thence South 16 degrees 24 minutes 30 seconds East along a line of said described lot # 8, a distance of 55.65 feet (recorded as 56.8 feet) to the rear line of said described lots # 8 through # 1 of Gruber Manor; thence South 61 degrees 55 minutes 03 seconds East along said described rear lot line, a distance of 342.8 feet to a rear lot corner of lot # 1 of said Gruber Manor; thence South 81 degrees 02 minutes 54 seconds East, a distance of 69.56 feet (recorded as 70.5 feet) to the southeast corner of said described lot # 1; thence continuing South 81 degrees 02 minutes 54 seconds East, a distance of 35.44 feet; thence South 0 degrees 01 minutes 19 seconds East, a distance of 1138.41 feet; thence South 0 degrees 02 minutes West, a distance of 13.80 feet to the point of beginning.

Subject to all easements, restrictions and public right of ways as recorded prior to this description and containing 63.68 acres more or less.

SURVEYOR'S CERTIFICATE

STATE OF INDIANA)
COUNTY OF ELKHART)

I, Gregory C. Shock, hereby certify that I am a Land Surveyor, Licensed in the State of Indiana, and I do hereby further certify that I have surveyed the property described in the above captioned and that I have divided the same into blocks and lots as shown on the person drawn plat. This plat correctly represents located survey subdivision in detail. Dimensions are in feet and decimal parts thereof.

Dated this 14th day of FEBRUARY, 1986.

Gregory C. Shock
Gregory C. Shock: R.L.S. # 5 0484



This plat is subject to deed restrictions as separately recorded in Miscellaneous Records of Elkhart County

PLAT MAPS

HAINES' LEXINGTON LANDING



CORNER DATA

| # | DELTA | RADIUS | LENGTH | TANGENT | CHORD |
|-----|--------------|---------|---------|---------|---------|
| 1. | 90° 02' 57" | 142.00' | 22.90' | 11.47' | 22.88' |
| 2. | 118° 21' 08" | 35.00' | 72.30' | 58.66' | 60.11' |
| 3. | 118° 21' 08" | 35.00' | 72.30' | 58.66' | 60.11' |
| 4. | 126° 54' 24" | 55.00' | 113.67' | 92.29' | 94.49' |
| 5. | 25° 23' 58" | 55.00' | 113.90' | 105.44' | 97.53' |
| 6. | 3° 19' 51" | 55.00' | 24.38' | 12.39' | 24.18' |
| 7. | 89° 58' 00" | 25.00' | 26.39' | 12.01' | 21.65' |
| 8. | 89° 58' 00" | 25.00' | 39.26' | 9.39' | 18.35' |
| 9. | 110° 46' 32" | 432.22' | 39.26' | 44.75' | 89.04' |
| 10. | 18° 13' 00" | 432.22' | 138.37' | 69.78' | 137.79' |
| 11. | 6° 41' 52" | 600.22' | 50.72' | 25.39' | 50.69' |
| 12. | 13° 41' 00" | 460.22' | 110.00' | 55.26' | 109.74' |
| 13. | 9° 57' 00" | 460.22' | 79.92' | 40.06' | 79.82' |
| 14. | 8° 52' 55" | 410.22' | 63.59' | 31.86' | 63.53' |
| 15. | 5° 44' 34" | 410.22' | 41.12' | 20.58' | 41.10' |
| 16. | 18° 17' 48" | 22.00' | 36.78' | 22.62' | 33.55' |
| 17. | 146° 58' 20" | 144.93' | 113.76' | 59.98' | 113.82' |
| 18. | 146° 58' 20" | 144.93' | 113.76' | 59.98' | 113.82' |
| 19. | 21° 23' 20" | 169.93' | 63.52' | 32.13' | 63.15' |
| 20. | 23° 33' 20" | 169.93' | 69.86' | 35.43' | 69.37' |
| 21. | 3° 53' 02" | 119.93' | 78.70' | 40.83' | 77.30' |
| 22. | 4° 58' 18" | 119.93' | 15.43' | 7.73' | 15.44' |
| 23. | 4° 58' 18" | 119.93' | 13.89' | 6.06' | 13.91' |
| 24. | 2° 23' 00" | 170.10' | 13.01' | 6.31' | 13.01' |
| 25. | 2° 23' 00" | 170.10' | 88.16' | 45.10' | 87.18' |
| 26. | 16° 33' 40" | 170.10' | 32.34' | 16.22' | 32.29' |
| 27. | 16° 33' 40" | 170.10' | 32.34' | 16.22' | 32.29' |
| 28. | 15° 31' 56" | 120.10' | 91.98' | 11.25' | 91.00' |
| 29. | 89° 59' 49" | 25.00' | 39.27' | 25.00' | 35.35' |
| 30. | 89° 59' 49" | 25.00' | 37.15' | 22.97' | 33.83' |
| 31. | 2° 12' 36" | 573.00' | 22.10' | 11.05' | 22.10' |
| 32. | 2° 38' 54" | 573.00' | 26.49' | 13.25' | 26.48' |
| 33. | 4° 54' 30" | 568.00' | 46.47' | 23.25' | 46.45' |
| 34. | 4° 54' 30" | 573.00' | 49.15' | 24.59' | 49.14' |
| 35. | 3° 20' 47" | 548.00' | 32.01' | 16.01' | 32.00' |
| 36. | 4° 58' 49" | 25.00' | 31.26' | 25.00' | 27.36' |
| 37. | 122° 38' 00" | 80.00' | 121.21' | 42.96' | 121.21' |
| 38. | 122° 38' 00" | 80.00' | 224.74' | 191.92' | 184.23' |
| 39. | 122° 38' 00" | 105.00' | 73.26' | 37.63' | 72.30' |
| 40. | 32° 17' 25" | 130.00' | 67.79' | 37.65' | 64.53' |
| 41. | 62° 03' 00" | 60.00' | 63.27' | 34.93' | 60.38' |
| 42. | 60° 25' 10" | 60.00' | 102.00' | 68.29' | 90.15' |
| 43. | 9° 23' 55" | 60.00' | 23.12' | 11.70' | 22.97' |
| 44. | 25° 04' 30" | 60.00' | 57.60' | 29.26' | 57.04' |
| 45. | 27° 00' 00" | 120.00' | 36.81' | 18.25' | 36.66' |
| 46. | 17° 36' 25" | 169.77' | 52.17' | 22.29' | 51.97' |
| 47. | 17° 36' 25" | 169.77' | 169.77' | 25.32' | 169.77' |
| 48. | 23° 49' 40" | 120.00' | 49.90' | 25.32' | 49.55' |
| 49. | 23° 49' 40" | 145.00' | 60.30' | 30.59' | 59.87' |
| 50. | 23° 49' 40" | 170.00' | 70.70' | 35.87' | 70.19' |
| 51. | 23° 49' 40" | 170.00' | 53.67' | 27.29' | 53.23' |
| 52. | 25° 37' 35" | 120.00' | 64.85' | 32.88' | 64.31' |
| 53. | 25° 37' 35" | 145.00' | 76.04' | 38.66' | 75.40' |
| 54. | 25° 37' 35" | 170.00' | 84.01' | 42.86' | 83.30' |
| 55. | 136° 47' 25" | 35.19' | 84.01' | 88.86' | 65.44' |
| 56. | 43° 12' 35" | 120.00' | 90.50' | 47.52' | 88.37' |
| 57. | 61° 53' 00" | 120.00' | 129.61' | 71.94' | 123.40' |
| 58. | 61° 53' 00" | 145.00' | 156.61' | 86.92' | 149.11' |
| 59. | 25° 02' 32" | 170.00' | 118.31' | 61.66' | 115.90' |
| 60. | 25° 02' 32" | 170.00' | 118.31' | 61.66' | 115.90' |
| 61. | 89° 51' 10" | 109.78' | 78.03' | 42.88' | 78.03' |
| 62. | 44° 49' 10" | 109.78' | 85.86' | 45.22' | 85.86' |
| 63. | 42° 19' 10" | 94.92' | 94.92' | 50.10' | 92.46' |

This plat is subject to deed restrictions as separately recorded in Miscellaneous Records of Elkhart County

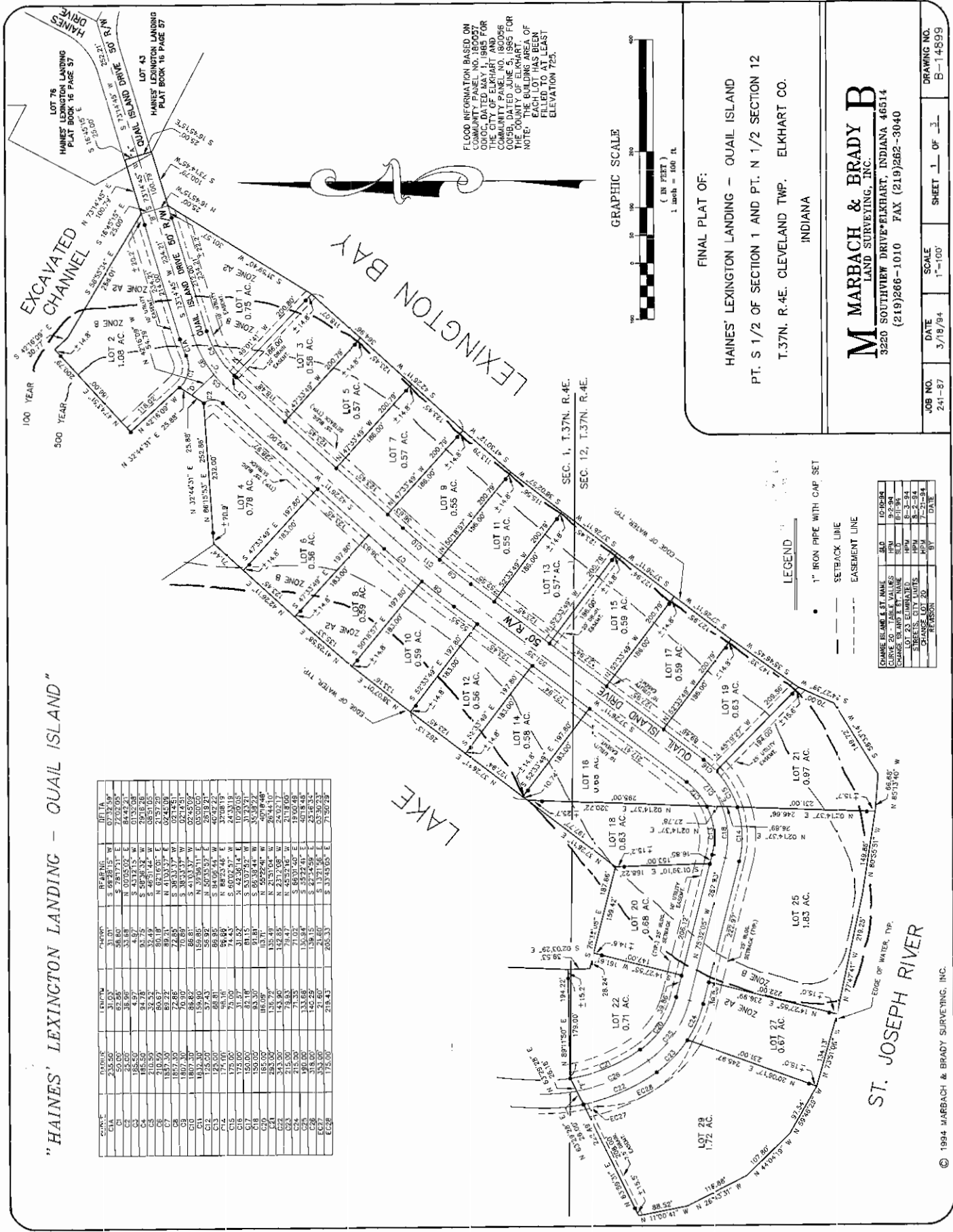
INDICATES EASEMENT WITH AND USE AS NOTED.

OR

INDICATES EASEMENT WITH AND USE AS NOTED.

PLAT MAPS

B-14899



| CURVE | BEARING | CHORD | DELTA |
|-------|--------------|----------|----------|
| C1A | S 235.00° E | 31.00' | 111.14° |
| C1B | S 69.8713° E | 07.0208' | 111.14° |
| C1C | S 38.96° E | 33.58' | 84.4241° |
| C2 | S 43.1215° W | 01.3208' | 111.14° |
| C3 | S 39.2174° W | 03.5175' | 111.14° |
| C4 | S 29.2174° W | 03.5175' | 111.14° |
| C5 | N 02.1650° E | 21.5770' | 111.14° |
| C6 | N 41.0337° E | 02.4509' | 111.14° |
| C7 | N 41.0337° E | 02.4509' | 111.14° |
| C8 | S 38.96° E | 33.58' | 111.14° |
| C9 | S 38.96° E | 33.58' | 111.14° |
| C10 | S 38.96° E | 33.58' | 111.14° |
| C11 | S 38.96° E | 33.58' | 111.14° |
| C12 | S 38.96° E | 33.58' | 111.14° |
| C13 | S 38.96° E | 33.58' | 111.14° |
| C14 | S 38.96° E | 33.58' | 111.14° |
| C15 | S 38.96° E | 33.58' | 111.14° |
| C16 | S 38.96° E | 33.58' | 111.14° |
| C17 | S 38.96° E | 33.58' | 111.14° |
| C18 | S 38.96° E | 33.58' | 111.14° |
| C19 | S 38.96° E | 33.58' | 111.14° |
| C20 | S 38.96° E | 33.58' | 111.14° |
| C21 | S 38.96° E | 33.58' | 111.14° |
| C22 | S 38.96° E | 33.58' | 111.14° |
| C23 | S 38.96° E | 33.58' | 111.14° |
| C24 | S 38.96° E | 33.58' | 111.14° |
| C25 | S 38.96° E | 33.58' | 111.14° |
| C26 | S 38.96° E | 33.58' | 111.14° |
| C27 | S 38.96° E | 33.58' | 111.14° |
| C28 | S 38.96° E | 33.58' | 111.14° |
| C29 | S 38.96° E | 33.58' | 111.14° |
| C30 | S 38.96° E | 33.58' | 111.14° |

FINAL PLAT OF:
HAINES' LEXINGTON LANDING - QUAIL ISLAND
 PT. S 1/2 OF SECTION 1 AND PT. N 1/2 SECTION 12
 T.37N. R.4E. CLEVELAND TWP. ELKHART CO.
 INDIANA

M MARRBACH & BRADY B
 LAND SURVEYING, INC.
 3220 SOUTHWEST DRIVE/ELKHART, INDIANA 46514
 (219)266-1010 FAX (219)262-3040

JOB NO. 241-87 DATE 3/18/94 SCALE 1"=100' SHEET 1 OF 3 DRAWING NO. B-14899

RESTRICTIVE COVENANTS

RESTRICTIVE COVENANTS

QUAIL ISLAND

Declaration of Restrictive Covenants for Haines Lexington Landing – Quail Island

H & S Partners, LLP (“Developer”) to all future owners of the real estate described on the attached Exhibit A.

WITNESSETH:

WHEREAS, the Developer is the owner of the Lots (as defined on the attached Exhibit A) and Undeveloped Area (as defined on the attached Exhibit A) and desires to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of the Lots and Undeveloped Area.

NOW, THEREFORE, there are hereby declared, created, and established for and upon the Lots and Undeveloped Area the following restrictive covenants, easements, reservations and requirements contained in this Declaration.

All Lots and the Undeveloped Area shall be subject to and impressed with the covenants, agreements, easements, restrictions and limitations hereinafter set forth; and they shall be considered a part of the conveyance of any Lot or any part of the Undeveloped Area. The provisions herein are for the mutual protection of the owners, present and future, of any and all Lots, the Undeveloped Area and the Excluded Lots (as defined on the attached Exhibit A); and they shall inure to the benefit of and be enforceable by the Developer, any and all owners of any Lots or the Undeveloped Area, any and all owners of the Excluded Lots and each of their respective heirs, successors, grantees and assigns. The Developer, any and all owners of any Lots or the Undeveloped Area, any and all owners of the Excluded Lots and each of their respective heirs, successors, grantees and assigns shall be entitled to injunctive relief against any violation of the provisions hereof and also damages for injuries resulting from any violation hereof; but there shall be no right of reversion resulting from such violation. The restrictions and limitations imposed are as follows:

1. LAND USE AND BUILDING TYPE.

A. No dwelling shall be erected, placed, altered or permitted to remain on any Lot or any part of the Undeveloped Area other than one, single-family dwelling unit built on site. Each dwelling must be “stick built” on site. No dwelling shall have a corrugated metal roof. All Lots, all parts of the Undeveloped Area and all dwellings and improvements located thereon shall at all times comply with all applicable federal, state and local laws, rules, regulations and ordinances, including but not limited to zoning ordinances and erosion control rules.

B. No Lot nor any part of the Undeveloped Area shall be used for any purpose other than as a single-family residence.

C. All Lots and all parts of the Undeveloped Area shall be well maintained, free of trash, garbage and refuse, and regularly mowed at all times, whether vacant or improved.

D. No wood utility poles shall be erected on any Lot or any part of the

RESTRICTIVE COVENANTS

QUAIL ISLAND

Undeveloped Area for any purpose including installation of lights, placement of radio, short-wave or television antennae, or the installation of a basketball backboard or any other purpose. Basketball hoops or backboards shall not be attached to any structure other than a metal post designed for that purpose and placed in an appropriate location.

E. Each owner of a Lot or any part of the Undeveloped Area must maintain the drainage system installed on such owner's Lot or portion of the Undeveloped Area. No grading, planting, sodding, or surface covering shall be applied to the area between a front lot line and the outer edge of the street surfacing which in any manner reduces or impedes the storm drainage effectiveness (to such owner's or such owner's neighbor's property) of elevations and inclines in such street as originally established by the Developer on the Plat (as defined in the attached Exhibit A). Persons altering the drainage effectiveness of the system shall be held personally liable for damages resulting from such alterations. The owners of the affected Lot or portion of the Undeveloped Area and any applicable governmental authority shall have the right to maintain the drainage system, at the expense of the owner of all property whose owner has altered or failed to maintain such drainage system. This restriction also applies to all drainage systems which are shown on the Plat.

F. No exposed fuel tanks shall be installed on any Lot or any portion of the Undeveloped Area.

2. DWELLING SIZE AND RESTRICTIONS.

A. For Lots 1, 2 and 3, the minimum square footage of a dwelling (excluding the garage and basement) shall be 2500 square feet. The dwelling on Lots 1, 2 or 3 shall have an attached at least three (3) car garage and shall be one hundred percent (100%) stone, brick, masonry or stucco exterior.

B. For Lots 4, 6, 8, 10, 12, 14, 16, 18, 20 and 22, the minimum square footage of a dwelling (excluding the garage and basement) shall be 1700 square feet. The dwelling on Lots 4, 6, 8, 10, 12, 14, 16, 18, 20 or 22 shall have an attached at least two (2) car garage and shall be at least thirty percent (30%) stone, brick, masonry or stucco exterior on the front side of the dwelling.

C. For any dwelling located on any portion of the Undeveloped Area, the minimum square footage of the first floor of the dwelling (excluding the garage and basement) shall be 1500 square feet. Any dwelling located on any portion of the Undeveloped Area shall have an attached at least two (2) car garage.

D. All dwellings and related improvements must be built in accordance with local building codes. The construction of all such dwelling and improvements must be completed within one hundred eighty (180) days after construction commences and be built in a professional manner.

3. BUILDING LOCATION. All dwellings and improvements shall be located on the respective Lot in compliance with all requirements of the Plat and shall not encroach on any easement noted on the Plat and shall be located on the respective Lot in compliance with all setback lines noted on the Plat or as otherwise required by local ordinances.

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4. **EASEMENTS.** No permanent structures shall be erected or maintained upon any strips of land noted as easements in the Plat. All utility services including, but not limited to electric, gas, and telephone shall be located underground.
5. **FENCING.** No fences, except decorative fence of a maximum height of two feet six inches (2'6") will be permitted in front of the rear building line of the principal dwelling on any Lot or any portion of the Undeveloped Area. Rear yard fencing may be decorative or vinyl constructed and may have a maximum height of six feet (6'). Use of chain link or wire fences is specifically prohibited. All fences or hedges shall be properly maintained by the owner.
6. **LANDSCAPING.** Basic landscaping of each Lot or any portion of the Undeveloped Area, such as seeding of lawns, planting shrubs shall be completed within 45 days after construction of the residence is completed, weather permitting. Completion of construction during late fall or winter shall extend the landscape completion time to the first of the following July. Shrubbery may not be planted where it will obstruct the view of the driver of a motor vehicle exiting a driveway into a street. Sufficient space between the property lines and shrubbery plantings shall be allowed to avoid growth of the shrubbery across lot lines. No plantings which may create a screen hedge shall be permitted between the edge of the street and the back side of the house and attached garage. All Lots and all portions of the Undeveloped Area shall be mowed, trimmed and free of debris at all time, whether vacant or not.
7. **NUISANCES.** No offensive, illegal or obnoxious activity shall be carried on upon any Lot or any portion of the Undeveloped Area, nor shall anything be done thereon which may become a general nuisance in the neighborhood. No lot shall be used for storage of old lumber, scrap metal, inoperable cars or vehicles, excessive firewood, material or debris. No burning, whether indoors or outdoors, of trash, garbage, yard waste, construction material or the like shall be permitted.
8. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, shack, garage or other outbuilding shall be located on any Lot or any portion of the Undeveloped Area at any time. Motor homes, recreational vehicles, trailers, campers and boats shall not be parked overnight or otherwise stored on any Lot, any portion of the Undeveloped Area nor any street.
10. **POOLS.** Above-ground swimming pools are not permitted on any Lot or any portion of the Undeveloped Area.
11. **DETACHED ACCESSORY BUILDINGS.** Detached storage structures, such as lawn or garden sheds, are not permitted on any Lot or any portion of the Undeveloped Area except for pool houses for in-ground swimming pools.
12. **AUTOMOBILES AND OTHER VEHICLES.** All cars and other vehicles must be licensed and street legal. Any such automobiles and related equipment not in use and not licensed are not permitted to be parked on any Lot or any portion of the Undeveloped Area other than in a completely enclosed building. No cars or other vehicles shall be parked in any street overnight.

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13. **LIVESTOCK, POULTRY AND PETS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner. All personal pets shall be confined to the owner's Lot, portion of the Undeveloped Area or be on a leash when walking. All waste produced by the pets shall be picked up and disposed of properly.

14. **GARBAGE AND REFUSE DISPOSAL.** No Lot or any portion of the Undeveloped Area shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, garbage, and other waste shall be kept only in sanitary containers, and all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The term waste shall include but not be limited to all discarded household furniture, appliances, building materials, tools, toys, automotive and other mechanical parts. Exterior storage of such items is specifically prohibited. Firewood for wood burning stoves, fireplaces, and campfires that is stored outdoors shall be neatly stacked.

15. **UTILITIES AND ANTENNAS.** All public utility services, either in the streets or on any lots, including but not limited to electric, gas and telephone service, and cable television, shall be located underground, and shall not be visible. Satellite dishes not to exceed two feet (2') in diameter will be allowed. The dish is to be mounted on the rear of the house and located so that it is visually concealed from the street. In cases where a line of site cannot be obtained from the back of the main residence, a pole may be mounted to the either side of the residence within five feet (5') from the rear. All satellite wiring must be professionally installed and grounded to incoming electrical utilities. Excessive wiring is to be avoided.

16. **AMENDMENT OF COVENANTS.** This Declaration may be amended by the approval of at least 75% of all the Lot owners and owners of the Undeveloped Area and at least 80% of the owners of the Excluded Lots.

17. **DURATION OF COVENANTS.** These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until fifteen (15) years after the date these covenants and restrictions are recorded at which time said covenants or restrictions shall be automatically extended for successive periods of ten (10) years each, unless by a vote of the approval of at least 75% of all the Lot owners and owners of the Undeveloped Area and at least 80% of the owners of the Excluded Lots, it is agreed to change such covenants or restrictions in whole or in part or to remove these covenants and restrictions from the Lots and Undeveloped Area.

18. **SEPARABILITY OF COVENANTS.** Invalidation of any one of the covenants or restrictions by judgment of a Court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of these restrictions shall remain in full force and effect.

19. **ENFORCEMENT OF COVENANTS.** The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any

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structure, is hereby vested in the Developer, any and all owners of any Lots, any and all owners of any portion of the Undeveloped Area, any and all owners of the Excluded Lots and each of their respective heirs, successors, grantees and assigns. These covenants and restrictions may all be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Developer or any other person or persons vested with the title to any of the Lots or Excluded Lots or any portion of the Undeveloped Area, and each of their respective heirs, successors, grantees and assigns to proceed either in law or in equity, against such person or persons, violating or attempting to violate any such covenants, and to enjoin them from so doing, to recover damages for such violation and to seek all other appropriate relief. In the event that any of the Developer, any and all owners of any Lots or the Undeveloped Area, any and all owners of the Excluded Lots and each of their respective heirs, successors, grantees and assigns should employ counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including reasonable attorney's fees, shall be paid by the owner of such Lot or Lots or Undeveloped Area against whom such enforcement action is brought upon, and the Developer, any owner of any Lots or the Undeveloped Area, any owner of the Excluded Lots and each of their respective heirs, successors, grantees and assigns, as the case may be shall have a lien upon such Lot or Lots or portion of the Undeveloped Area to secure such Lot or such portion of Undeveloped Area owner's payment of all such costs, which lien shall be enforced in the same manner as is provided in the mechanic's lien statutes of the State of Indiana. Failure by any party to enforce any covenant or restriction or agreement contained herein shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. None of the Developer, any owner of any Lot or the Undeveloped Area, any owner of the Excluded Lots and each of their respective heirs, successors, grantees and assigns shall be liable to take civil action against any person violating or attempting to violate any of the covenants or restrictions listed herein.

IN WITNESS WHEREOF, the foregoing instrument was executed this ____ day of July, 2019.

H & S Partners, LLP

By: _____

By: _____

Its: Partners

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QUAIL ISLAND

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared, _____, as a Partner of H & S Partners, LLP, and acknowledged the execution of the foregoing Declaration of Reservations and Restrictive Covenants for Haines Lexington Landing -- Quail Island.

WITNESS my hand and Notarial seal this ____ day of July, 2019.

Residing in _____ County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared, _____, as a Partner of H & S Partners, LLP, and acknowledged the execution of the foregoing Declaration of Reservations and Restrictive Covenants for Haines Lexington Landing -- Quail Island.

WITNESS my hand and Notarial seal this ____ day of July, 2019.

Residing in _____ County, IN

My Commission Expires:

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. J. Charles Zercher

This instrument prepared by the law office of Kindig & Sloat, PC, by J. Charles Zercher, P.O. Box 31, Nappanee, Indiana 46550-0031.

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Exhibit A

Real Estate

Lots

Lots 1, 2, 3, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22 in Haines Lexington Landing – Quail Island (“Plat”) as recorded in Plat Volume 25, page 8, Document No. 98-040127, in the records of the Office of the Recorder of Elkhart County, Indiana on December 9, 1998 (individually, “Lot” and collectively, “Lots”).

Undeveloped Area

And the following described real estate located on Quail Island but not platted by Haines Lexington Landing – Quail Island (“Undeveloped Area”):

Insert legal description

Excluded Lots

Lots 5, 7, 9, 11, 13, 15, 19, 21, 25, 27 and 29 are specifically excluded from the restrictions and covenants of this Declaration (collectively, “Excluded Lots”); provided, however, the owner of each Excluded Lot shall have the benefits referenced in this Declaration, including, but not limited to, enforcing the terms of this Declaration.

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DUPLICATE
ORIGINAL IN FILES OF
ELKHART COUNTY RECORDERS

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PROTECTIVE RESTRICTIONS, COVENANTS
LIMITATIONS AND EASEMENTS
FOR
HAINES' LEXINGTON LANDING
An Addition to the City of Elkhart

ELKHART COUNTY RECORDER
PEGGY A. MILLER
FILED FOR RECORD

IN
ELKHART COUNTY, INDIANA

As more particularly described in the Deed of Dedication and Plat of Haines' Lexington Landing recorded in Plat Book 16, page 57, records of Elkhart County, on the 2nd day of April, 1986, and which is incorporated herein by reference.

All the lots in said addition shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth; and they shall be considered a part of the conveyance of any lot in said addition without being written therein. The provisions herein contained are for the mutual benefit and protection of the Developer and owners, present or future, of any and all lots in said addition; and they shall run with the land and inure to the benefit of and be enforceable by the Developer and owner or owners, of any land or lots included in said addition, their respective legal representatives, heirs, successors, grantees and assigns. The Developer and owner or owners, present or future, of any land or lot included in said addition shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation hereof; but there shall be no right of reversion or forfeiture of title resulting from such violation. H & S Industries, Inc. is hereinafter referred to as the "Developer". The Protective Restrictions, Covenants, Limitations and Easements imposed upon said addition are as follows:

1. ARCHITECTURAL CONTROL COMMITTEE. In order to maintain harmonious structural design, no building for the principal use of residential dwelling may be erected on any lot, except lots 1 and 2, unless and until the plans and specifications therefor have been approved in writing by the Haines' Lexington Landing Architectural Control Committee. There is hereby created the Haines' Lexington Landing Architectural Control Committee (sometimes referred to herein as "Architectural Control Committee" or "Committee") which shall consist of three (3) persons appointed by the Developer, or its successors and assigns who shall serve until they are removed by the Developer or have resigned. This Committee may designate any one of its members to act on

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its behalf. In the event of any vacancy on the Committee, the Developer shall appoint a replacement. The Committee shall have the authority to approve all plans and specifications for all structures to be erected in the subdivision. No construction of any structure shall be commenced until the Committee shall have issued its written approval. The decision of the Committee shall be entirely within its' discretion. The authority of the Committee shall expire twenty (20) years after the date of recording of the Plat of Haines' Lexington Landing.

2. A. LAND AND USE AND BUILDING TYPE. Except for lots 1 and 2 no dwelling 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 and a private garage not exhibiting more than three single garage doors or one double and one single garage door; exceptions may be made to this section only if they are unanimously approved in writing by the Architectural Control Committee.

B. HOME OCCUPATIONS. No lot or lots other than lot 1, lot 2, and the designated park areas of lots 74, 75, and 76, shall be used for any purpose other than as a single family residence; and except for lots 1 and 2, no commercial enterprise except model homes or homes used as temporary subdivision sales offices shall be maintained upon said real estate.

C. SALES AND PROMOTION. Developer, or its assignee, may make use of One (1) lot which may have improvements thereon for realty sales and promotion purposes, notwithstanding anything which may appear to the contrary herein.

3. ARCHITECTURAL CONTROL. No building or other structure shall be erected, constructed, placed, maintained or altered on any lot, nor shall the natural topography or drainage of any lot be altered, until the construction plans for the structure and for the topographical alterations have been approved by the Architectural Control Committee. The plans must show floor plan, quality of construction, materials, outside colors to be used, harmony of external design with existing structures and location with respect of lot lines, topography, finish grade elevations, and provisions for suitable drainage, including drainage for any basement. Two (2) sets of complete plans must be submitted. One (1) will be retained in the Developer's office and One (1) will be returned to the owner. The Committee's approval or disapproval as required in these covenants shall be in writing. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed or maintained upon any lot, and no changes or

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deviations in or from such plans as approved shall be made without the Committee's prior written consent. Neither the Developer, the Haines' Lexington Landing 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 or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building 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.

4. DWELLING SIZE.

A. GENERAL RECOMMENDATIONS. No dwelling shall be permitted on any lot (except lots 1 and 2) with a living floor area of the main structure exclusive of one-story open porches and garages of less than the following number of square feet for the following types of dwelling. In specific given areas, minimum square footage will be the following:

Lots 3-9

| Type of Home | Minimum Square Footage |
|--------------|------------------------|
| Ranch Style | 1,700 square feet |
| 2 Story | 1,900 square feet |

Lots 44-73

The minimum square footage shall be as follows:

| Type of Home | Minimum Square Footage |
|--------------|------------------------|
| Ranch Style | 1,900 square feet |
| 2 Story | 2,100 square feet |

Lots 10-43

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The minimum square footage shall be as follows:

| Type of Home | Minimum Square Footage |
|-----------------------------------|--|
| Ranch Style | 2,200 square feet |
| 2 Story | 2,400 square feet |
| 1 1/2 Story (without basement) | 2,200 square feet(permitted only on lots 35-43) |

B. GARAGES. All dwellings must have a full-size attached garage which is capable of storing at least Two (2) automobiles but not exhibiting more than three single exterior, or one double and one single garage doors, except as otherwise provided herein.

C. BASEMENT ELEVATION. The 100 year flood level is 721 feet. Consequently, any basement in a river lot shall have an elevation of at least 721 feet.

5. BUILDING LOCATION. No building shall be located on any lot nearer to the right-of-way line than Thirty-five (35) feet and which is the front building setback line. Each building shall be located no nearer than Ten (10) feet from any side lot line. Except for boat houses on the river, no building shall be located closer than Forty (40) feet to any rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the buildings; provided, however, that this shall not be construed so as to permit any portion of a building on a lot to be located nearer than Ten (10) feet from any other lot. On lots adjoining the river, no building (except for boat houses) shall be located nearer than Fifty (50) feet from the river's edge on that lot.

6. EASEMENTS. There are strips of ground variable in width, as shown on this Plat, and marked "easement", reserved for the installation of water and sewer mains, ducts, lines and wires, and to the easement herein reserved. No permanent structures shall be erected or maintained upon said strips of land except the same may be used for gardens, shrubs, landscaping purposes that do not interfere with the use of said easements for such public utility purposes. Easements are hereby granted to the City of Elkhart, all public utility companies including General Telephone Company, Northern Indiana Public Service Company, and Indiana & Michigan Electric Company, severally, and private utility companies where they have a certificate of Territorial Authority to render service, and their respective successors and assigns, to install, place and maintain sewers, water mains, gas mains, conduits, cables, all of which shall be underground,

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and other appliances in, under and upon the strips of land designated on the plat and marked "easement", for the purpose of serving the public in general with sewer, water, gas, electric and telephone service, including the right to use the streets, where necessary, together with the right to enter upon the said easements for public utilities at all times for any and all purposes aforesaid and to trim and keep trimmed or remove any trees, shrubs, or saplings that interfere with any such utility equipment.

7. PROTECTIVE SCREENING. No screen planting over Seventy-two (72) inches high shall be permitted between the front building setback line and front lot line on all lots, nor within Thirty (30) feet of the rear lot line on lots abutting the river.

8. PERIMETER FENCING. The only fencing enclosures permitted shall be a split rail Three (3) rails high, not to exceed Four (4) feet high, except lots 1 through 9 where special consideration will be given rear fencing by the Architectural Control Committee. Perimeter fencing may be lined with suitable wire fencing for pet control. All fencing must be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee or unless approved under paragraph 11 hereof.

9. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood.

10. TEMPORARY STRUCTURES. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

11. POOLS AND TENNIS COURTS. No above ground pools shall be permitted. In ground pools and tennis courts may not be erected, built or installed on any lot unless and until the plans and specifications therefor have been approved in writing by the Haines' Lexington Landing Architectural Control Committee as provided in paragraph 1 above.

12. DETACHED BUILDINGS. No detached building other than to house swimming pool apparatus or boats in the case of river lots will be allowed. These buildings must be of a quality construction and must be maintained in attractive and neat appearance and blend with the established home and be submitted to the Architectural Control Committee for approval before beginning construction. The Architectural Control Committee shall have the authority to require protective

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screening around these structures. Approval for the construction and placement of the structure must be obtained from the Architectural Control Committee as provided for in paragraph 1 thereof, and in no event shall any such structure be permitted on any lot abutting the river within Fifty (50) feet of the rear line of such lot (except for a boat house). Approval for the construction and placement of a boat house must be obtained from the Architectural Control Committee in writing.

13. DRIVEWAYS. Except for lots 1 and 2, no stone or cinder driveways shall be permitted. All driveways are to be a minimum of Twelve (12) feet wide and must be constructed of concrete or brick. The depth of the concrete shall be at least Four (4) inches thick. Circular drives in front of homes (if any) must be a minimum of Eight (8) feet wide.

14. SIGNS. Except for lots 1 and 2, no signs of any kind shall be displayed to the public view on any lot except One (1) sign of not more than Five (5) square feet advertising the property for sale or rent, or a sign of any dimension used by a builder to advertise the property during the construction and sales period. There is reserved to the Developer, its successors and assigns, the right to construct signs as they desire in order to foster promotion and effect sales of lots or structures in said development.

15. LIVESTOCK AND POULTRY. 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 they are not kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner. The practice of allowing pets to leave premises unleashed is strictly forbidden. Personal pets will be permitted only when confined to owner's premises or when walking off the premises on a leash.

16. TRASH, GARBAGE AND OTHER WASTE. Trash, garbage and other waste shall be kept only in sanitary containers, and shall not be kept outside except in sanitary containers on the day of city trash pickups. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The term waste shall include but not be limited to all discarded household furniture, appliances, building materials, tools, toys, automotive and other mechanical parts, and other household fixtures and equipment or parts thereof which are not in use within the subject's premises. Exterior storage of such items is specifically forbidden. Further, no burning outdoors of household trash or garbage shall be permitted.

17. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall,

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hedge or shrub planting which obstructs sight lines at elevations between Two (2) and Six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points Twenty-five (25) feet from the intersection of the street lines; or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within Ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. COMPLETION DATE. Any structure begun must be completed within a period of One (1) year from the date of beginning, or thereafter completely removed (unless delayed by strikes or acts of nature beyond builders control). The completion date may be extended by the Architectural Control Committee for good cause satisfactory in the Committee's discretion. The side, front and rear yards of each lot shall be planted with grass seed, sod or ground cover, unless otherwise approved by the Architectural Control Committee, within One Hundred Twenty (120) days after the structure is completed, or the structure is occupied as a residence, whichever is earlier.

19. DEVELOPER'S OPTION TO REPURCHASE. In the event that a residential dwelling meeting the requirements of these restrictions is not completed on any lot within a period of Two (2) years from the date on which such lot is conveyed by the Developer to the purchaser thereof, unless such Two (2) year period is extended by a written instrument duly executed by the Developer, the Developer shall thereupon have the right during the ensuing Twelve (12) month period commencing on the second anniversary date of such conveyance to repurchase such lot from the current owner of such lot, free and clear of all liens and encumbrances except current property taxes which shall be prorated to the date of closing, at the same price at which the Developer sold such lot to the original purchaser thereof, without payment of interest or any other charges, upon the Developer serving written notice upon the current owner of such lot of the Developer's intention to exercise its option and effect such repurchase, notwithstanding whether the current owner of such lot was also the original purchaser thereof. The closing of such repurchase shall take place at the Developer's office not later than Thirty (30) days from the date of giving of such written notice to the current owner of such lot, who shall take such actions and shall execute such documents, including a warranty deed to such lot, as the attorneys for the Developer shall deem reasonably necessary to convey good

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title to such lot to the Developer, free and clear of all liens and encumbrances as aforesaid.

20. FUEL STORAGE TANKS. All oil or fuel storage tanks must be installed underground.

21. LOT DIVISION. Except for lots 1 and 2, there shall be no subdivision or sale of any lot by a lot owner for the purpose of building an additional dwelling.

22. LIGHTING. A dusk to dawn light (or gas light) of the type approved by the Architectural Control Committee shall be installed by the Builder or lot owner (other than Developer) on each lot in front of the front building setback line defined in paragraph 5. If electric, post lights shall be equipped with automatic operators (electric eye) to provide light from sundown to dawn.

23. RECREATION AND COMMERCIAL VEHICLES. No recreational or commercial vehicles (campers, trailers, trucks, boats or snowmobiles) may be kept in open areas in this subdivision, whether such open areas are on or off the lot of any lot owner, except for visitors up to Three (3) nights and for loading and unloading purposes.

24. SIDEWALKS Upon completion of home construction, the lot owner must construct sidewalks conforming to City specifications, at least 4" thick and 48" wide across the front of the lot, and 4 feet 6 inches from the back of the curb, parallel to the curb. (except around cul-de-sacs, where sidewalks are to be adjacent to the curb.)

25. SEAWALLS The owner of each lot, except for the Developer, adjacent to the water must install a seawall of steel sheeting with a 7" channel cap before any residence on the lot is occupied, and which shall be identical to the seawall on lots 10 and 11. The owner of the lot shall maintain the seawall on the owner's lot at the owner's expense.

26. HOMEOWNERS ASSOCIATION. The Haines' Lexington Landing Homeowners Association, Inc., hereinafter referred to as the "Association", which shall be an Indiana Corporation, shall be created by the Developer acting on behalf of the owners and future owners of lots in this subdivision.

Each owner of a lot in Haines' Lexington Landing shall be a member of the Association and shall be entitled to cast One (1) vote at all meetings for each lot that is owned. The purpose of the Association is to manage and to support financially all park areas and all street lighting and the provision of such security services as may be deemed advisable and practical in the sole discretion of the

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LEXINGTON LANDING

Association or, until such time as the Association is created by the Developer, in the sole discretion of the Developer, and all purposes as the membership deems necessary. After its creation by the Developer, the Association shall conduct a meeting at least once each year to organize itself and to elect its officers. The Association shall adopt by-laws for its government and may levy and collect dues. The Association shall have the authority to impose and collect annual assessments for the operation and maintenance of street lighting and for the maintenance and improvement of park areas or other "common areas" and for the provision of the aforesaid security services; provided, however, that the total of such dues and assessments levied against such lot shall not exceed One Hundred Twenty-five (\$125.00) Dollars per lot per year. Those assessments shall be levied equally on each lot in all additions to and sections of the recorded Plat of Lexington Landing. Failure to pay said assessments or annual dues shall be a violation of these covenants and restrictions. Any such assessments or annual dues shall be billed by the Association to the owner of each lot during the month of January of each year and shall be due and payable within Thirty (30) days.

All lots in these additions shall, from and after the recording of these restrictions, be subject to said annual dues and assessments. Said dues and assessments shall be a lien in favor of the Association upon the lot against which such dues and assessments are charged until paid, which lien shall be enforced in the same manner as is provided in the mechanic's lien statutes of the State of Indiana. Provided further, that any person purchasing or dealing with said lot may rely upon a certificate signed by the president or secretary of the Association showing the amount of said dues and assessments which are due and unpaid as of the date of such certificate, and the Association shall not be entitled to enforce any lien for such charge accruing prior to the date of any such certificate unless the amount thereof is shown in the said certificate. The within above described lien is subordinate to any first mortgage lien. The Association may also enforce the restrictions concerning accumulations of rubbish, weeds, or trash, and may own any land for use by all or less than all of the lot owners as a "common area". Any past due annual assessments or other charges assessable hereunder shall bear interest at the rate of Ten (10%) percent per annum commencing Thirty (30) days after the same become due and with attorney's fees, and shall be due and payable without relief from valuation and appraisal laws.

The Association may be formed for, and engage in, such other activities as may be beneficial to the lot owners, to the public at large, or which may qualify the Association as a "not-for-profit corporation or association", as defined in the Internal Revenue Code. Until such time as the Association is created by the Developer, the Developer,

RESTRICTIVE COVENANTS

LEXINGTON LANDING

acting on behalf of the Association to be formed, shall be entitled to carry out the responsibilities assigned to, and enjoy and exercise the rights and powers granted to, the Association pursuant to these restrictions; provided, however, that the total of such dues and assessments levied by the Developer in such capacity against each lot shall not exceed Forty-five (\$45.00) Dollars per lot per year so long as the Association has not been created and the Developer is acting in such capacity on behalf of the Association to be formed.

Notwithstanding anything herein to the contrary, no dues or assessments shall be levied on any lot while it is owned by Developer, but dues and assessments may be levied and assessed from and after such time as Developer no longer owns such lot.

27. UTILITIES, TELEVISION ANTENNAS, AND SATELLITE DISHES. All public utility services, either in the streets or on any lots, including but not limited to electric, gas and telephone service, and cable television, shall be located underground, and shall not be visible. No outside above ground television, satellite dishes, A.M., F.M. or short wave radio antennas of any type shall be erected or maintained on any lots or structures in Lexington Landing. All street or lot lighting shall be situated on posts with no lines visible. To assure the enforcement of this restriction, the Developer, for itself, its successors and assigns, does hereby agree:

A. To prohibit the erection and use of overhead wires, poles and other facilities of any kind, including but not limited to those associated with electrical, television, cable or telephone service electrically or by telephone, from poles and overhead wires around the perimeter of the subdivision or development. Nothing herein should be construed to prohibit street lighting or ornamental yard light if serviced by underground wire or cable.

B. To require that the owner of any building erected on the property install an electric service entrance of sufficient capacity to meet present and future requirements of the occupants in accordance with the engineering standards of the electric utility company.

C. To require owners to assume all landscaping responsibility and restoration of paved or planted areas made necessary by maintenance, replacement or expansion of the underground facilities.

D. To require accessibility to all strips in which underground service is located for operation, maintenance or replacement of facilities.

RESTRICTIVE COVENANTS

LEXINGTON LANDING

28. WAIVER OF COVENANTS The Architectural Control Committee may, in its sole discretion, waive a requirement contained herein or permit an alternate thereto, pertaining to construction, fencing, dwelling size, building location or driveway construction, where it is convinced, in its sole discretion, that a waiver or modification in connection with such matter is consistent with the purposes of these restrictive covenants and the nature of the subdivision.

29. AMENDMENT OF COVENANTS. It is expressly provided that the Developer, its successors or assigns, shall have the exclusive right for a period of Five (5) years from the date of recording of the Plat of Haines' Lexington Landing to amend any or all of the restrictions or covenants herein contained; except that the Developer, its successors or assigns, shall not, during such Five (5) year period, increase the One Hundred Twenty-five (\$125.00) Dollar limitation on the total dues and assessments which may be levied annually by the Haines' Lexington Landing Homeowners Association, Inc., against any lot. Such amendment signed and recorded in the office of the Recorder of Elkhart County shall become effective upon such recording. This shall include the right to waive any part of the restrictions or conditions as to any particular lot. After Five (5) years from the date of recording of the Plat of Haines' Lexington Landing, these Restrictions and Limitations, including that provision of paragraph 24 which places a One Hundred Twenty-five (\$125.00) Dollar maximum on the total dues and assessments which may be levied annually by the Haines' Lexington Landing Homeowners Association, Inc., against any lot, may be amended at any time by the recording of such amendment executed by the owners of the fee title of not less than Sixty-six (66%) percent of the lots in the subdivision.

30. DURATION OF COVENANTS. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 2001, at which time said covenants or restrictions shall be automatically extended for successive periods of Ten (10) years, unless by a vote of the then owners of the fee title of not less than Sixty-six (66%) percent of the lots covered by these covenants or restrictions, it is agreed to change such covenants or restrictions in whole or in part.

31. SEPARABILITY OF COVENANTS. Invalidation of any One (1) of the covenants or restrictions by judgment of a Court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of these restrictions shall remain in full force and effect.

32. ENFORCEMENT OF COVENANTS. The right to enforce these provisions by injunction, together with the right to

RESTRICTIVE COVENANTS

LEXINGTON LANDING

cause the removal by due process of law of any structure, is hereby vested in each owner of a lot in Haines' Lexington Landing, and in Haines' Lexington Landing Homeowners Association, Inc., its successors and assigns. These covenants and restrictions may all be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons vested with the title to any of the lots hereinafter described, the Haines' Lexington Landing Homeowners Association, Inc., its successors and assigns or the Developer (or its successors or assigns), to proceed either in law or in equity, against such person or persons, violating or attempting to violate any such covenants, and to enjoin them from so doing, to recover damages for such violation and to seek all other appropriate relief. In the event that the Haines' Lexington Landing Homeowners Association, Inc., or the Developer (or its successors or assigns), should employ counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including reasonable attorney's fees, shall be paid by the owner of such lot or lots against whom such enforcement action is brought, and the Haines' Lexington Landing Homeowners Association, Inc., or the Developer, as the case may be, shall have a lien upon such lot or lots to secure lot owner's payment of all such costs, which lien shall be enforced in the same manner as is provided in the mechanic's lien statutes of the State of Indiana.

33. EFFECT OF NONENFORCEMENT Failure by the undersigned or any other lot owner to enforce any restriction, condition, covenants or agreement herein contained shall in no event be deemed a waiver of the right occurring prior or subsequently thereto.

34. EFFECTIVE DATE. These Protective Restrictions, Covenants, Limitations, and Easements shall be deemed to be attached to and shall be considered a part of the Plat of Haines' Lexington Landing and shall become effective upon recording in the office of the Recorder of Elkhart County, Indiana.

COUNTY INFORMATION

- **Water & Sewer Maps**

- **Easement Maps**



& Easement Information

COUNTY WATER & SEWER MAP







LEXINGTON LANDING



Map Properties
 Prepared by: Toy Inwin
 Print date: Feb. 13, 2018
 City of Elkhart
 Public Works & Utilities
 100 S. Main Street
 Elkhart, Indiana 46736
 Phone: (674) 238-2572

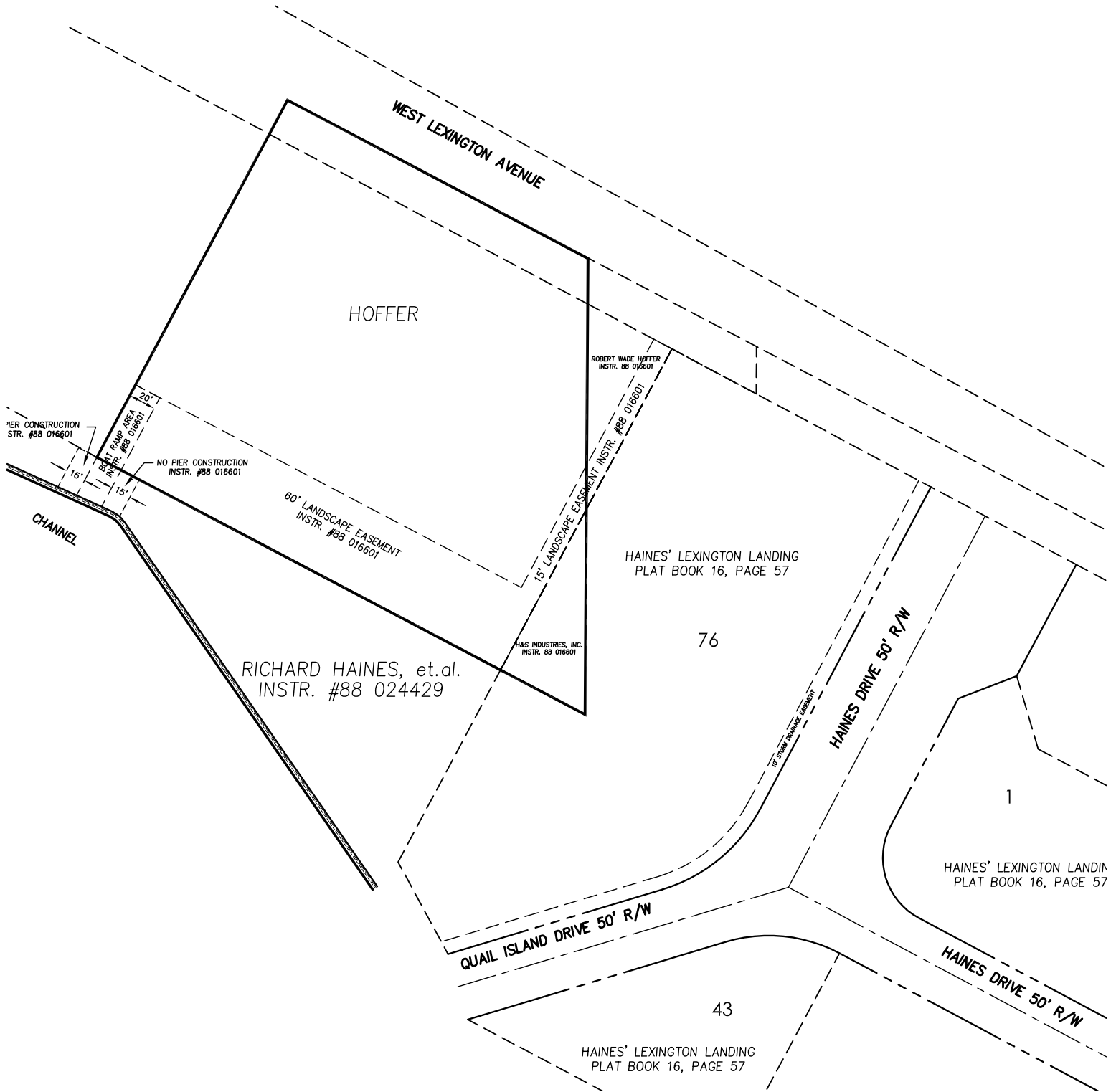
Legend

-  Sanitary Sewer
-  Sanitary Force Main
-  Sanitary Manhole
-  Storm Gravity Main
-  Water Mains
-  Easement

Disclaimer: The graphic data presented by the City of Elkhart, Indiana ("City") herein may be inaccurate or out of date. Any person or entity who relies on said information for any purpose whatsoever does so solely at their own risk. Neither the City, nor its boards, commissions, officials, or employees warrant accuracy, reliability, or timeliness of any of the data provided herein. This data is provided "as is" without warranty of any kind, and all warranties of accuracy, reliability, or timeliness of any of the data provided herein are hereby disclaimed. Portions of this material include information that is the property of Elkhart County, Indiana and are used herein by permission. Information shown on any map or other data provided is not warranted for accuracy or representability by Elkhart County.

EASEMENT MAP

QUAIL ISLAND



EASEMENT INFORMATION

SEP 7 12 26 PM '88

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DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Sept 7 1988
Charles R. Miller AUDITOR
04596

ELKHART COUNTY RECORDER
PLAT BOOK FILE
INDEX FOR RECORD

DEED OF EXCHANGE
FEE AND EASEMENTS

THIS DEED, made the day and year set forth below, by and between H & S Industries, Inc., an Indiana corporation, having its principal office located at 2620 South Main St., Elkhart, IN 46517, hereinafter referred to as "H & S" and First National Bank, Elkhart, Indiana, as Executor of the Estate of Wayne H. Bonamarte, having its principal offices located at P.O. Box 460, Elkhart, IN 46515, hereinafter called "ESTATE", and Robert Wade Hoffer, an individual, hereinafter sometimes referred to as "HOFFER", whose mailing address is 2501 Lexington Ave., Elkhart, Indiana 46514, and all being of Elkhart County, Indiana,

WITNESSETH:

WHEREAS, H & S owns and is developing certain real property in Elkhart County, Indiana located in the South half (1/2) of Section One (1) and a part of the North half (1/2) of Section Twelve (12), Township Thirty-seven (37) North, Range Four (4) East, including property known as Haines' Lexington Landing, and which property is located on the St. Joseph River and is adjacent to real estate which Estate is selling to Hoffer on contract, and

WHEREAS, a disagreement has arisen between Hoffer and H & S which they wish to resolve by agreement, and they have reached certain mutual agreements involving the exchange of land and granting of various easements.

NOW THEREFORE, in consideration of and for the mutual grants hereinafter set forth, the receipts of which are hereby acknowledged, the parties hereto make hereby the following conveyances:

PART I

H & S hereby conveys and warrants unto Estate and its successors and assigns the following real estate in Elkhart County, in the State of Indiana, to-wit:

A part of the Southeast Quarter of Section 1, Township 37 North, Range 4 East, Cleveland Township, Elkhart County, City of Elkhart, Indiana, being more particularly described as follows:

Commencing at the most northerly corner of Lot #76 as said lot is known and designated on the Recorded Plat of HAINES' LEXINGTON LANDING, as recorded in Plat Book 16 page 57 in the Elkhart County Recorder's Office, also being the point of beginning of this description; thence South 28 degrees 04 minutes 57 seconds West along the northwesterly line of said Lot 76, a distance of 132.79 feet to the intersection with the East line of land conveyed to Joseph R. and Anna R. DePlanche as described in Elkhart County Deed Record 187, page 452, (also the east line of land as described in Deed Record 354, page 319); thence North 0 degrees 21 minutes 57 seconds East, along said east line and along the east line of land conveyed to Wayne H. Bonamarte as described in Elkhart County Deed Record

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EASEMENT INFORMATION

400, page 33, a distance of 150.00 feet to the southwesterly right of way line of Lexington Avenue; thence South 61 degrees 55 minutes 03 seconds East along said right of way line, a distance of 69.76 feet to the point of beginning of this description. Containing approximately 0.106 of an acre and subject to all easements, restrictions and public right of ways recorded prior to this description. Also subject to taxes.

PART II

Estate and Hoffer hereby convey and warrant to H & S, its successors and assigns, the following real estate in Elkhart County, State of Indiana, to-wit:

A part of the Southeast Quarter of Section 1, Township 37 North, Range 4 East, Cleveland Township, Elkhart County, City of Elkhart, Indiana, being more particularly described as follows:

Commencing at the most northerly corner of Lot #76 as said lot is known and designated on the Recorded Plat of "HAINES' LEXINGTON LANDING" as recorded in Plat Book 16, page 57 in the Elkhart County Recorder's Office; thence South 28 degrees 04 minutes 57 seconds West along the northwesterly line of said Lot #76, a distance of 132.79 feet to the intersection with the east line of land conveyed to Joseph R. and Anna R. DePlanche as described in Deed Record 187, page 452 (also the east line of land as described in Deed Record 354, page 319), said point being the point of beginning of this description; thence continuing South 28 degrees 04 minutes 57 seconds West, a distance of 132.79 feet to the southerly line of said DePlanche land, said Deed Record 354, page 319 and a lot line of the aforesaid Lot #76; thence South 61 degrees 55 minutes 03 seconds East parallel with the southwesterly right of way line of Lexington Avenue and along the southwesterly line of said DePlanche land, said Deed Record 354, page 319 and said lot line of Lot #76, a distance of 69.76 feet to the southeast corner of said DePlanche land and the southeast corner of said Deed Record 354, page 319; thence North 0 degrees 21 minutes 57 seconds East along the east line of said DePlanche land, the east line of said Deed Record 354, page 319, and a west line of said Lot #76, a distance of 150.00 feet to the point of beginning of this description. Containing approximately 0.106 of an acre and subject to all easements, restrictions and public right of ways recorded prior to this description. Also subject to taxes.

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EASEMENT INFORMATION

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PART III

Estate and Hoffer hereby convey and warrant to H & S, its successors and assigns, a landscape easement 15 feet wide by parallel lines adjacent to the southeastern boundary of the tract described below and also a landscape easement 60 feet wide by parallel lines adjacent to the southwest boundary of the land described below, which land is located in Elkhart County, State of Indiana, to-wit:

Part of the Southeast Quarter of Section 1, Township 37 North, Range 4 East, situate in Cleveland Township, Elkhart County, State of Indiana, lying within the corporate limits of the City of Elkhart, and being more particularly described as follows:

Commencing at a point where the center line of West Lexington Avenue is intersected by the east line of said Section 1, said point being Three Hundred Forty and eighty-eight hundredths (340.88) feet north of the southeast corner of said Section 1; thence North Sixty-two (62) degrees seventeen (17) minutes west along the center line of said West Lexington Avenue, a distance of Two Thousand One Hundred Thirty and forty-one hundredths (2130.41) feet to the place of beginning of this description, said place of beginning being the northeasterly corner of land conveyed to Joseph R. DePlanche and Anna R. DePlanche, husband and wife, in Elkhart County Deed Record 187, page 452; thence continuing north sixty-two (62) degrees seventeen (17) minutes west along the center line of said West Lexington Avenue a distance of Two Hundred Forty-eight (248) feet to a point; thence south twenty-seven (27) degrees forty (40) minutes west a distance of Two Hundred Ninety-five and eighty-three hundredths (295.83) feet to a point on the southerly line of said DePlanche land; thence south sixty-two (62) degrees seventeen (17) minutes east along the southerly line of said DePlanche land a distance of 333.33 feet to a corner of land conveyed by Grantors to H & S Industries, Inc. in Part II hereof; thence north along the boundary between the land of the Grantors and the lands of the Grantee following the conveyances of Part I and Part II hereof, 28 degrees 57 seconds east, 265.58 feet to the most northerly corner of Lot #76 as the Lot is known and designated in the Recorded Plat of "HAINES' LEXINGTON LANDING" as recorded in Plat Book 16, page 57 in the Elkhart County Recorder's Office; thence north 61 degrees 55 minutes 03 seconds west a distance of 69.76 feet; thence north 0 degrees 21 minutes 57 seconds east to the center line of West Lexington Avenue and the place of beginning of this description.

Subject however, to the reservation by Estate and Hoffer of a strip of land 20 feet wide by parallel lines intersecting and crossing the 60 foot landscape easement which 20 foot strip is adjacent to the

EASEMENT INFORMATION

northwest boundary of the above described tract and which strip of land is reserved for a ramp for boat launching and removal.

This grant of landscape easements is subject to all prior easements and restrictions.

Grantors and Grantee each agree not to erect any structures within the landscape easements granted herein. Grantee, its successors and assigns, may engage in such landscaping as it desires within such easements, including but not limited to the establishing of surface grade, plantings, ground cover, and all other matters generally and broadly included within the concept of "landscaping", and shall at all times maintain such landscaping in a professional and tasteful manner.

PART IV

H & S hereby conveys and grants to Estate, its successors and assigns, an easement 20 feet wide by parallel lines with the northwest boundary of said easement being the northwest boundary line extended of the strip of land reserved for a boat ramp described in Part III above and which will run from the southwest corner of land of Estate being sold to Hoffer to the water's edge, and including the right to construct a pier, a boat launch-ramp, and placement of a fuel pump on channel being dredged by Grantor, all subject to the terms and conditions below:

A. The easement shall be limited to and for the following purposes:

- (1) Installation of a pier (not to exceed 20 feet in length) and boat launch/ramp.
- (2) Installation of a fuel pump.
- (3) Sale of gas, oil, marine items and gum, candy, and pop to the public on the river channel.
- (4) Construction of a small building to house supplies, and items being sold.
- (5) No alcoholic beverages shall ever be sold on the easement property, and the then holder of the easement shall use all reasonable efforts to exclude alcoholic beverages from the easement premises.

B. The design and construction of pier, and design, location and construction of the small building shall be subject to the prior written approval of H & S, which will not be unreasonably withheld. The pier shall be designed and constructed so as to permit the water to flow freely under it.

C. No toilet facilities may be constructed within the easement.

D. H & S intends to construct a way for pedestrian and bicycle traffic along the edge of the channel, which will be used for, among other things, access to boats docked in the channel. Said way will cross the easement granted herein to Estate, and the easement is subject to such way. The parties agree to cooperate with each other in the installation of any facilities by Estate, and installation of the way by H & S as to not unreasonably interfere with each other. Further, Estate agrees that the operation of the facilities in the easement will be conducted in such fashion so as to not unreasonably interfere with the use of said way.

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EASEMENT INFORMATION

E. No fuel tanks shall be installed in the easement premises, but instead the fuel tanks for the fuel pump shall be installed above the 60 foot landscape easement on the property described in Part III.

F. H & S agrees that no pier shall be constructed on land bordering either side of the easement closer than 15 feet to the edge of the easement. The intention of the parties by this provision is to permit room for boat maneuvering.

G. The use of this easement is conditioned upon the requirement that any ramp constructed by Estate or its successors in interest in the 20 foot strip reserved or granted for boat launching or removal shall be a hard surface ramp, which hard surface may include either concrete or blacktop, shall be tasteful in appearance, and shall be well maintained. Further, any utility services or piping in connection with fuel shall be located within said 20 foot strip.

H. A further condition of the use of this easement as granted herein is that the easement shall not be used for public access to the channel or to the St. Joseph River. The use of the ramp and the easement granted herein shall be limited to removal, storage, and launching of boats being serviced by or stored by Estate or its successors and assigns and/or boats used by residents of Haines' Lexington Landing or any addition thereto, and not for the general public.

I. The parties acknowledge that H & S is concerned over appearance of the ramp, pier, and any structures connected therewith, and appurtenant grounds, and is attempting to encourage and create a high quality development on the adjacent property. All construction, maintenance and operations conducted within the easement or the ramp area by Estate or its successors or assigns shall be of good quality and of good appearance. Further, the holder of the easement and the successors or assigns, agrees and shall be responsible to assure that at all times:

1. The ramp, pier, and all improvements on the easement shall be maintained in good condition and repair at all times; and

2. The easement premises shall not be used for any unlawful purpose; and

3. No waste will be permitted upon the easement premise nor will the easement premises be used in an obnoxious manner; and

4. No nuisance will be permitted or created on the easement premises; and

5. Both the easement area and the ramp area shall be maintained in good condition and in a clean and sightly fashion at all times.

J. The failure of the Estate or its successors or assigns to comply with the requirements set forth above shall be a basis for denial of use of the easement by H & S, its successors and assigns.

PART V

The provisions of this part apply to Parts I through IV above unless the sense of the provision provides otherwise.

1. All of the parties hereto acknowledge that all of the covenants contained herein shall be binding upon the

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EASEMENT INFORMATION

parties, their transferees, successors, assigns and personal representatives. The easements granted to H & S by Estate shall run with that part of the land of H & S which is adjacent to said easements and inure to the benefit of and be enforceable by the successors and assigns of H & S with respect thereto. The easements conveyed to Estate as provided herein shall run with the land of Estate adjacent thereto and inure to the benefit of and be enforceable by the successors and assigns of Estate with respect thereto, provided, however, that if the land of Estate being sold to Hoffer is divided into more than one parcel, the rights contained in said grant of easement to the Estate shall be limited to only the parcel then contiguous to the easement granted to Estate.

2. Hoffer joins in the execution of this agreement as the contract purchaser of the real estate from Estate and agrees with all terms contained herein and to be bound thereby. As contract purchaser, Hoffer shall have the rights of a successor to Estate, and shall discharge all obligations of Estate and indemnify and hold harmless Estate with respect thereto.

3. The undersigned persons executing this deed on behalf of H & S and on behalf of Estate represent and certify that they are duly elected or appointed officers of H & S and First National Bank, and have been fully empowered, by proper resolution of the Board of Directors of their respective corporations, to execute and deliver this deed; that H & S and First National Bank, respectively, have full corporate capacity to make the conveyances set forth herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

4. H & S hereby certifies there is no gross income tax due to the State of Indiana by virtue of this deed.

PART VI

Disagreements And Remedies

A. In the event a party to this deed, or their successors or assigns deems another party, or their successors or assigns to be in violation of the terms of this Deed of Exchange, written notification of such violation shall be given to the person allegedly in violation specifying the violation and the remedies sought. In the event the parties are unable to resolve their disagreement, they agree to submit the same to arbitration, with each party or their successor in interest designating a representative and the two representatives so selected designating a third representative. Each party agrees to designate a representative within fourteen (14) days of a written request to do so, which request shall also identify the matter to be arbitrated, and upon failing to so designate a representative the disagreement shall be determined by the representative appointed. In the event both parties designate a representative, a third representative shall be selected within fourteen (14) days of the appointment of the second representative.

B. The disagreement which is the subject of arbitration shall be determined by the representative so selected. The decision of the representative shall be binding upon the parties, their successors and assigns. Each party shall bear the cost of their representative and split the cost of the third representative. Other costs of arbitration shall be split equally between the parties.

C. Either party hereto may secure injunctive relief, without bond, to enforce their rights hereunder, including the decision of arbitration as provided above.

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EASEMENT INFORMATION

D. In the event a party or the successors or assigns fail to abide by the determination of the arbitration, the parties so failing to comply with the decision of the representative shall pay all reasonable costs, including reasonable attorney fees, incurred by the other parties in enforcing the arbitration decision and the terms of this Deed of Exchange with respect to the matter arbitrated.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the 26th day of July, 1988.

H & S INDUSTRIES, INC.

By *Roger Haines*
Roger Haines, President

FIRST NATIONAL BANK, ELKHART,
INDIANA, AS EXECUTOR OF THE
ESTATE OF WAYNE H. BONAMARTE

By *Daniel G. Areaux, AVP*
Daniel G. Areaux, Assistant Vice-President
Robert Wade Hoffer
Robert Wade Hoffer

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this 26 day of July, 1988, personally appeared Roger Haines, President of H & S Industries, Inc., and acknowledged that as said officer he executed the foregoing Deed of Exchange for and on behalf and in the name of said Corporation, for the uses and purposes therein mentioned, and that he was authorized so to do.

WITNESS my hand and notarial seal.

Timothy G. Guther
Timothy G. Guther Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:
7-25-89

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EASEMENT INFORMATION

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this 20th day of June, 1988, personally appeared Daniel G. Ateaux, Assistant Vice-President of First National Bank, Elkhart, Indiana, as Executor of the Estate of Wayne H. Bonamarte, and acknowledged that as said officer he/she executed the foregoing Deed of Exchange for and on behalf and in the name of said Bank, for the uses and purposes therein mentioned, and that he/she was authorized so to do.

WITNESS my hand and notarial seal.

Gregory A. Hartzler
Gregory A. Hartzler, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

6-12-89

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared the above named Robert Wade Hoffer and acknowledged the execution of the foregoing Deed of Exchange this 26 day of July, 1988.

WITNESS my hand and notarial seal.

Timothy K. Gunther
Timothy K. Gunther, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

7-25-89

Prepared by Gregory A. Hartzler, Yoder, Ainlay, Ulmer & Buckingham
130 N. Main Street, Goshen, Indiana 46526 (219) 533-1171

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PLANNED UNIT DEVELOPMENT

PLANNED UNIT DEVELOPMENT

LEXINGTON LANDING

Proposed Ordinance No. 08-O-01

ORDINANCE NO. 5087

AN ORDINANCE AMENDING THE ZONING MAP CREATED PURSUANT TO ORDINANCE NO. 4370, THE "ZONING ORDINANCE OF THE CITY OF ELKHART, INDIANA" BY AMENDING CONDITIONS OF THE PUD DISTRICT LOCATED AT VILLAS OF LEXINGTON LANDING TO REDUCE THE NUMBER OF UNITS, PROVIDE FOR A COMMON AREA WITH COMMUNITY BUILDING, EVERGREENS, AND FENCE

WHEREAS, the Common Council enacted Ordinance No. 5030 on May 7, 2007, rezoning certain real estate located at Lot 2 Haines Drive in the City of Elkhart, Indiana ("Real Estate"), as a PUD (Planned Unit Development) District; and

WHEREAS, the owner has requested that the Elkhart City Common Council amend certain conditions of the PUD to allow for a reduction in the number of units from sixteen (16) to fifteen (15), addition of a common area for a community building and pool, and to allow an alternating double row of evergreen trees twelve (12) foot on center, and to add a wrought iron fence six (6) foot in height; and

WHEREAS, the Elkhart City Plan Commission has held a public hearing on December 3, 2007, on such rezoning petition and recommends approval of the request.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, THAT:

Section 1. The existing conditions of the PUD District located at Lot 2 Haines Drive, and more specifically described as follows:

Lot Number two (2) as the said lot is known and designated on the plat of Haines' Lexington Landing, a subdivision in Baugo Township, Elkhart County, City of Elkhart, Indiana; said plat being recorded in the Office of the Recorder of Elkhart County in Plat Book 16, page 57.

PLANNED UNIT DEVELOPMENT

LEXINGTON LANDING

shall be modified to allow for a reduction in the number of units from sixteen (16) to fifteen (15), addition of a common area for a community building and pool, and to allow an alternating double row of evergreen trees twelve (12) foot on center, and to add a wrought iron fence six (6) foot in height.

Section 2. The change of zoning and the use of the subject real estate described in Section 1 is now and hereafter subject to the following conditions:

A. The street cuts for sewer and water laterals will be done in two phases, approximately half each, and at the completion of each phase, the existing surface pavement will be ground down and new surface pavement placed; and

B. Compliance with all applicable requirements of the Zoning Ordinance of the City of Elkhart; and

C. All other applicable ordinances and regulations of the City of Elkhart, Indiana.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

ORDAINED this 14th day of January, 2008.

/s/ Rod Roberson
President, Elkhart City Common Council

ATTEST:

/s/ Sue M. Beadle
City Clerk

Presented to the Mayor by me this 22nd day of January, 2008.

/s/ Sue M. Beadle
City Clerk

PLANNED UNIT DEVELOPMENT

LEXINGTON LANDING

Approved by me this 24th day of January, 2008.

/s/ Dick Moore
Mayor

ATTEST:

/s/ Sue M. Beadle
City Clerk

PLANNED UNIT DEVELOPMENT

LEXINGTON LANDING

Proposed Ordinance No. 07-O-18

ORDINANCE NO. 5030

**AN ORDINANCE AMENDING THE ZONING MAP CREATED
PURSUANT TO ORDINANCE NO. 4370, THE "ZONING
ORDINANCE OF THE CITY OF ELKHART, INDIANA" BY
REZONING CERTAIN REAL ESTATE IN SAID CITY FROM
R-4 DISTRICT TO PUD DISTRICT**

WHEREAS, the Common Council of the City of Elkhart, Indiana ("Common Council") adopted Ordinance No. 4370 on July 20, 1998 (the "Zoning Ordinance of the City of Elkhart, Indiana"), creating the zoning map that established the zoning districts for all real estate located within the corporate boundaries of the City of Elkhart (commonly referred to as the "Zoning Map");

WHEREAS, the Zoning Map established the zoning district for certain real estate located at Lot 2 Haines Drive, Elkhart, Indiana (the "Real Estate") as R-4 District (Multiple Family Dwelling District);

WHEREAS, H & S Partners, LLP has petitioned the Common Council to rezone the Real Estate from R-4 (Multiple Family Dwelling District) to a Planned Unit Development ("PUD") district, by amending the Zoning Map to allow for construction of 16 single family attached homes and for approval of an eight (8) foot high privacy wall one (1) foot west of the east property line; and

WHEREAS, the Elkhart Plan Commission held a public hearing on April 9, 2007, on the petition to amend the Zoning Map, and recommended approval of the rezoning request.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA:

PLANNED UNIT DEVELOPMENT

LEXINGTON LANDING

Section 1. Rezoning. The Zoning Map created pursuant to and incorporated into the Zoning Ordinance of the City of Elkhart, Indiana, is hereby amended, with respect to the following described real estate in the City of Elkhart, County of Elkhart, and State of Indiana, to-wit:

Lot Number two (2) as the said lot is known and designated on the plat of Haines' Lexington Landing, a subdivision in Baugo Township, Elkhart County, City of Elkhart, Indiana; said plat being recorded in the Office of the Recorder of Elkhart County in Plat Book 16, page 57.

so that such real estate, which is zoned R-4 (Multiple Family Dwelling District), shall hereafter be within and a part of that district known as a Planned Unit Development (PUD) District for the purpose of constructing 16 single family attached homes and an eight (8) foot high privacy wall one (1) foot west of the east property line ; provided, however, the owner of the real estate comply with certain conditions specified in Section 2 of this Ordinance.

Section 2. Conditions of Rezoning. Said change of zoning and the use of the subject real estate described in Section 1 herein is now and hereafter subject to the following conditions:

- A. The site plan shall be recorded at the conclusion of the final review of the Common Council; and
- B. The covenants and restrictions submitted to the Planning Staff shall be recorded against all lots within this Planned Unit Development prior to the sale of any property; and
- C. The street cuts for sewer/water laterals will be done in two phases approximately half each, and at the completion of each phase, the existing surface pavement will be ground down and new surface pavement will be placed; and
- D. Compliance with all other applicable requirements of the Zoning

PLANNED UNIT DEVELOPMENT

LEXINGTON LANDING

Ordinance of the City of Elkhart; and

E. All other applicable ordinances and regulations of the City of Elkhart, Indiana.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage by the Common Council, approval by the Mayor, and publication, according to law.

ORDAINED this 7th day of May, 2007.

/s/ Jerry L. Kindig
President of the Common Council

ATTEST:

/s/ Sue M. Beadle
City Clerk

PRESENTED to the Mayor by me this 10th day of May, 2007.

/s/ Sue M. Beadle
City Clerk

APPROVED by me this 10th day of May, 2007.

/s/ David L. Miller
Mayor

ATTEST:

/s/ Sue M. Beadle
City Clerk



HISTORY OF PROPERTY

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In the 1950's Percival Haines bought this property and in the 60's and 70's dredged the river, dug a lake and shaped the mainland development called Lexington Landing and Quail Island. He, and his father before him, had a contracting company that built many of the roads, bridges, sewer and water lines in the greater Elkhart area. This project was nothing new for the Haines family. The property is owned by a partnership of Percival's 5 sons. The oldest living son is 91, and the families have decided that it is now time to sell all of the remaining lots as well as the the undeveloped property. They have chosen Schrader Auction Company to represent them to market this truly unique and beautiful asset so close to everything and yet private and tranquil.



(Left to Right): Roger, Lewis & Percival Haines



HISTORY OF PROPERTY





PHOTOS

PROPERTY PHOTOS



PROPERTY PHOTOS



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PROPERTY PHOTOS



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SCHRADER REAL ESTATE & AUCTION CO., INC.
950 N. Liberty Dr., Columbia City, IN 46725
260-244-7606 or 800-451-2709
SchraderAuction.com

