

Picturesque Ranch Style
Home Auction

Saturday, February 1st • 10am EST

- Beautiful 1,344 Sq. Ft. Home Built in 2003
- Orchard Place Neighborhood
- Very Clean & Move In Ready
- 2 Minute Drive to Parkview Noble Hospital
- Just Outside Kendallville, IN
- Noble County, IN



INFORMATION BOOK



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.

SELLER: Beverly J. Doenges



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

AUCTION TERMS & CONDITIONS:

PROCEDURE: The property will be offered in 1 individual tract. There will be open bidding during the auction as determined by the Auctioneer.

DOWN PAYMENT: 10% down payment on the day of auction. The down payment may be made in the form of cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, & are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection.

DEED: Seller shall provide Warranty Deed(s).

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before 30 days after auction.

POSSESSION: Possession is at closing.

REAL ESTATE TAXES: Taxes will be prorated to the day of the closing & will be the responsibility of the seller. Buyer will be responsible for all taxes thereafter.

HOMEOWNERS ASSOCIATION: Orchard Place has an annual fee of \$115 for all homeowners.

CO-BROKERAGE: Schrader Auction will offer a 1% commission to real estate agents if their buyer is the successful bidder. The agents must preregister for the auction 24 hours in advance of the auction & inform the sale managers of the situation. COMMISSION WILL ONLY BE PAID TO AGENT OF SUCCESSFUL BIDDERS & will be paid to the brokerage in which the agent's license is held.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries & due diligence concerning the property. Inspection dates have been scheduled & will be staffed with auction personnel. Further, Seller disclaims any & all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

ACREAGE: All tract acreages, dimensions, & proposed boundaries are approximate & have been estimated based on current legal descriptions and/or aerial photos.

AGENCY: Schrader Real Estate & Auction Company, Inc. & its representatives are exclusive agents of the Seller.

DISCLAIMER & ABSENCE OF WARRANTIES: All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches & dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

Licensed RE Broker: Daniel James Days • 260.233.1401 #RB22000867

Licensed RE Broker & Auctioneer: Dean G. Rummel • 260.343.8511 #RB14052473, #AU08801377

Schrader Real Estate and Auction Company, Inc. #AC63001504, #CO81291723

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

**SATURDAY, FEBRUARY 1, 2025
HOME – NOBLE 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 Friday, January 24, 2025.
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
Home • Noble County, Indiana
Saturday, February 1, 2025**

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 Saturday, February 1, 2025 at 10:00 AM (EST).
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; email: auctions@schraderauction.com

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, Friday, January 24, 2025**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

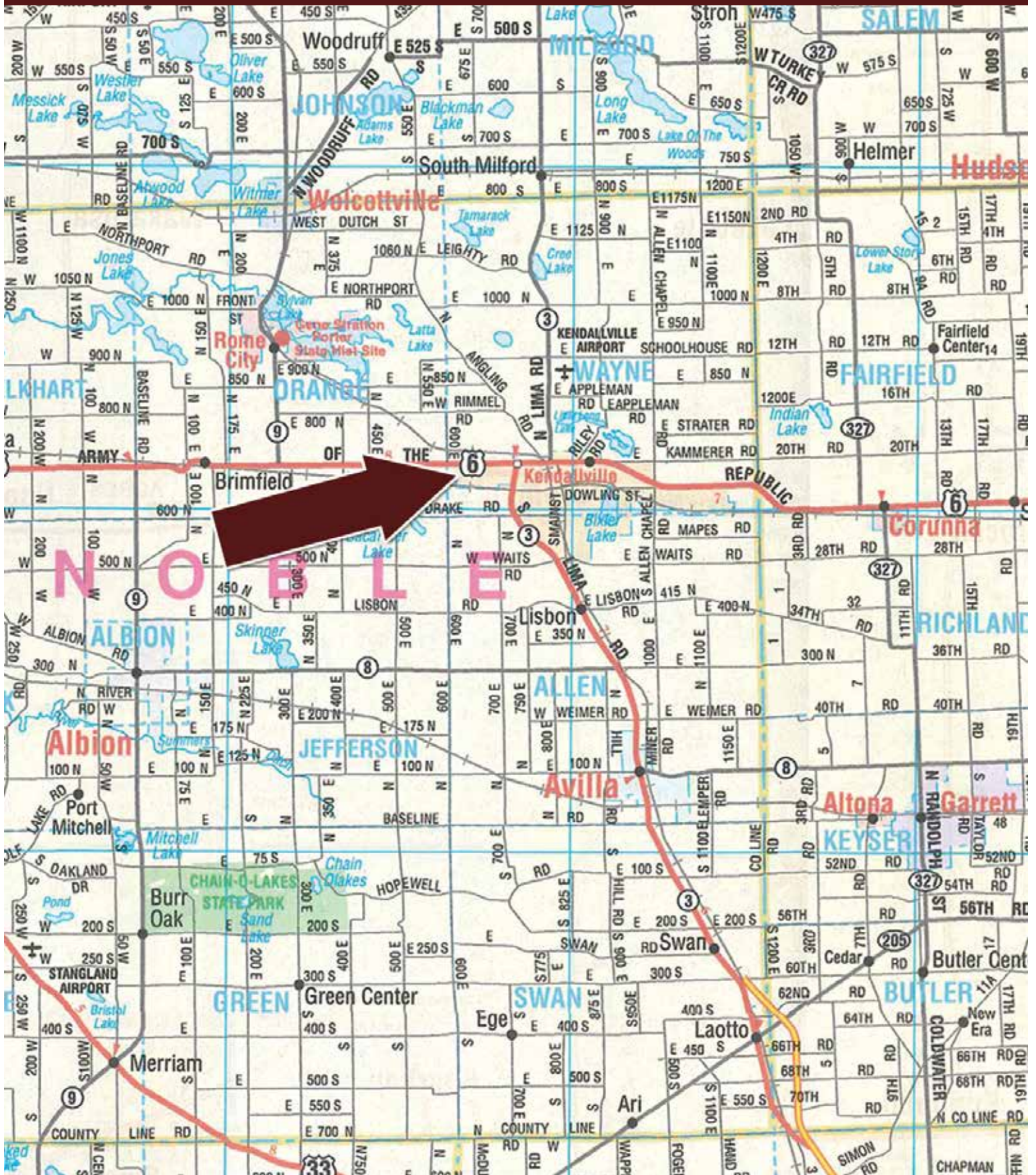
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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 260-244-7606.

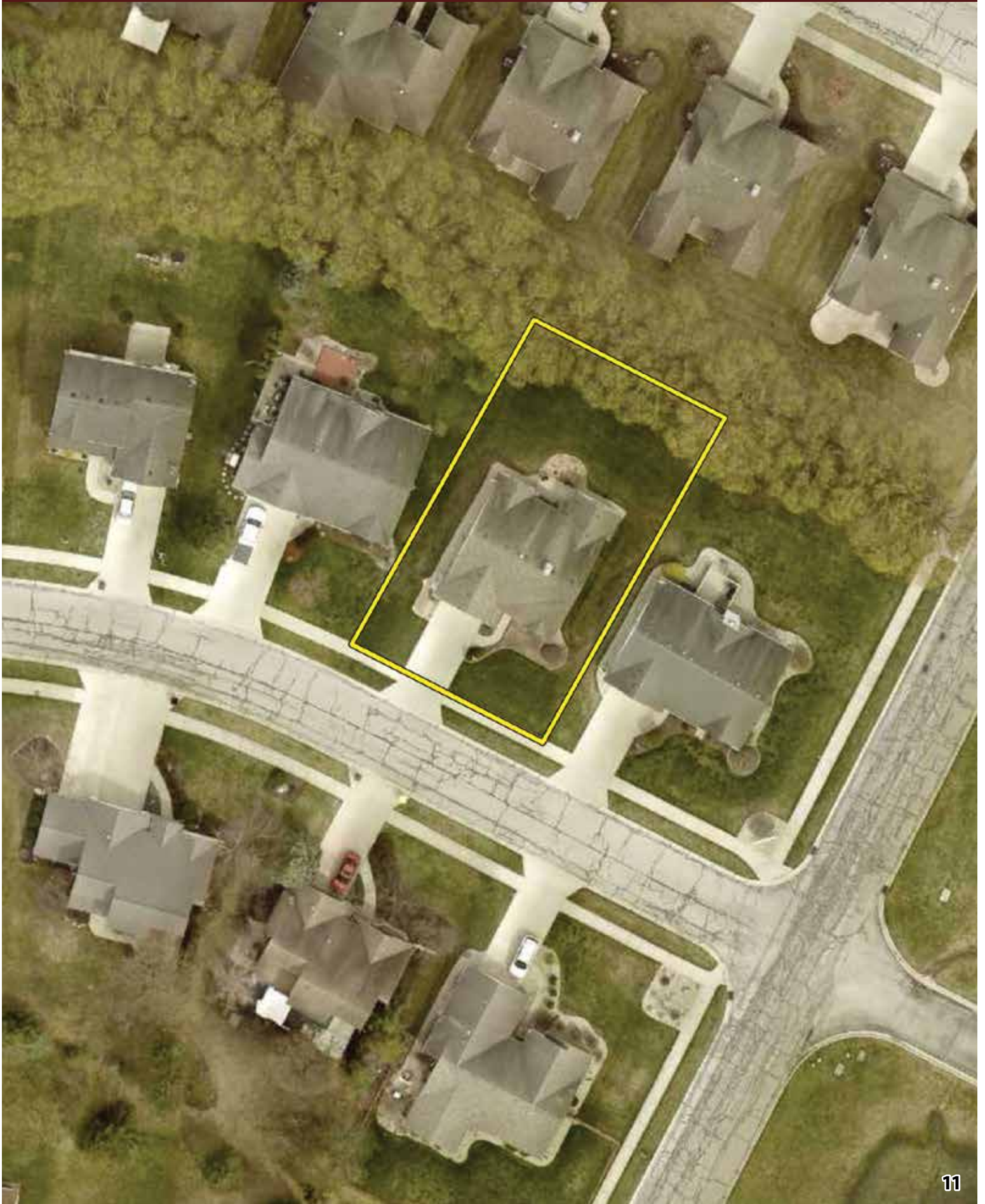
LOCATION MAPS

LOCATION MAPS



Location (Auction Held Onsite): 2004 Jonathan St, Kendallville, IN • Take SR 6 west out of Kendallville. Continue west 1/4 mile past Sawyer Rd, then head south onto Orchard Place Pkwy. Continue south until you reach the second road on your right, this will be Jonathan St. Turn onto Jonathan St & the house is the second house on the north side of the street.

LOCATION MAPS



TAX INFORMATION

TAX INFORMATION

Property Tax Bill Payment

Visit Noble County Treasurer's Office

Payments (Treasurer)

Year	Receipt #	Transaction Date	Description	Amount
2023 Pay 2024	2051927	4/11/2024	4/11/24 B2 W/OE	\$814.82
2023 Pay 2024	2051928	4/11/2024	4/11/24 B2 W/OE	\$814.82
2022 Pay 2023	2011529	5/3/2023	#1717 B DOENGES	\$1,820.96
2021 Pay 2022	1956248	4/28/2022	1545	\$1,541.04
2020 Pay 2021	1890794	4/21/2021	#1382 L JACKSON	\$1,418.88
2019 Pay 2020	1834948	4/20/2020	LB 4/17/20 B11 W/OE	\$593.10
2019 Pay 2020	1834949	4/20/2020	LB 4/17/20 B11 W/OE	\$593.10
2018 Pay 2019	1787595	4/24/2019	LB 4/23/19 B21 W/OE	\$562.06
2018 Pay 2019	1787596	4/24/2019	LB 4/23/19 B21 W/OE	\$562.06
2017 Pay 2018	1761306	10/29/2018	153791425 JBurgi	\$520.32
2017 Pay 2018	1735705	4/30/2018	147600251	\$520.32
2016 Pay 2017	1684163	5/4/2017	check JohnBurgi	\$995.84
2015 Pay 2016	1621274	4/28/2016	3057 JBurgi	\$1,003.40
2014 Pay 2015	1566201	5/5/2015	2942	\$963.06
2013 Pay 2014	1504369	4/15/2014	2802	\$1,049.20

Tax Estimator

[Link to DLGF Tax Estimator](#)

Special Assessments

501 Rimmell

	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Spring Tax	\$2.50	\$2.50	\$0.00	\$0.00	\$2.50	\$0.00
Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Tax	\$2.50	\$2.50	\$0.00	\$0.00	\$2.50	\$0.00
Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
(F) FRONT LOT		75	130	75 x 130	\$393.00	\$389.00	\$29,175.00	0%	\$29,180.00

TAX INFORMATION

☰ Tax History

	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020
+ Spring Tax	\$812.32	\$907.98	\$770.52	\$709.44	\$590.60
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$812.32	\$907.98	\$770.52	\$709.44	\$590.60
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$5.00	\$5.00	\$0.00	\$0.00	\$5.00
	501 Rimmell - \$5.00	501 Rimmell - \$5.00			501 Rimmell - \$5.00
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIT Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$1,629.64	\$1,820.96	\$1,541.04	\$1,418.88	\$1,186.20
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$1,629.64)	(\$1,820.96)	(\$1,541.04)	(\$1,418.88)	(\$1,186.20)
= Total Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

DISCLOSURES

DISCLOSURES



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6 / 6-14)

Date (month, day, year)
12-6-2024

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

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

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

2007 Jonathan Kendallwac Ind 47255

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Built-in Vacuum System	✓				Cistern	✓				
Clothes Dryer			✓		Septic Field / Bed	✓				
Clothes Washer			✓		Hot Tub	✓				
Dishwasher			✓		Plumbing			✓		
Disposal			✓		Aerator System	✓				
Freezer	✓				Sump Pump	✓				
Gas Grill	✓				Irrigation Systems	✓				
Hood			✓		Water Heater / Electric	✓				
Microwave Oven			✓		Water Heater / Gas			✓		
Oven			✓		Water Heater / Solar	✓				
Range			✓		Water Purifier			✓		
Refrigerator			✓		Water Softener			✓		
Room Air Conditioner(s)	✓				Well	✓				
Trash Compactor	✓				Septic & Holding Tank/Septic Mound	✓				
TV Antenna / Dish			✓		Geothermal and Heat Pump	✓				
Other:					Other Sewer System (Explain)	✓				
					Swimming Pool & Pool Equipment	✓				
								Yes	No	Do Not Know
					Are the structures connected to a public water system?			✓		
					Are the structures connected to a public sewer system?			✓		
					Are there any additions that may require improvements to the sewage disposal system?				✓	
					If yes, have the improvements been completed on the sewage disposal system?				✓	
					Are the improvements connected to a private/community water system?				✓	
					Are the improvements connected to a private/community sewer system?				✓	
B. ELECTRICAL SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Air Purifier	✓				Attic Fan	✓				
Burglar Alarm	✓				Central Air Conditioning			✓		
Ceiling Fan(s)	✓				Hot Water Heat	✓				
Garage Door Opener / Controls			✓		Furnace Heat / Gas			✓		
Inside Telephone Wiring and Blocks / Jacks			✓		Furnace Heat / Electric	✓				
Intercom	✓				Solar House-Heating	✓				
Light Fixtures			✓		Woodburning Stove	✓				
Sauna	✓				Fireplace			✓		
Smoke / Fire Alarm(s)			✓		Fireplace Insert	✓				
Switches and Outlets			✓		Air Cleaner	✓				
Vent Fan(s)			✓		Humidifier	✓				
60 / 100 / 200 Amp Service (Circle one)			✓		Propane Tank	✓				
Generator	✓				Other Heating Source	✓				

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

Signature of Seller <i>Linda L. Johnson POA</i>	Date (mm/dd/yy) 12/6/2024	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)

DISCLOSURES

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

2. ROOF	YES	NO	DO NOT KNOW
Age, if known: _____ Years.			
Does the roof leak?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?		<input checked="" type="checkbox"/>	
Is there more than one layer of shingles on the house?		<input checked="" type="checkbox"/>	
If yes, how many layers? _____			
3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		<input checked="" type="checkbox"/>	
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?		<input checked="" type="checkbox"/>	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		<input checked="" type="checkbox"/>	
Explain:			
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)			
4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?			<input checked="" type="checkbox"/>
Are there any foundation problems with the structures?		<input checked="" type="checkbox"/>	
Are there any encroachments?		<input checked="" type="checkbox"/>	
Are there any violations of zoning, building codes, or restrictive covenants?		<input checked="" type="checkbox"/>	
Is the present use a non-conforming use? Explain:			<input checked="" type="checkbox"/>
Is the access to your property via a private road?		<input checked="" type="checkbox"/>	
Is the access to your property via a public road?	<input checked="" type="checkbox"/>		
Is the access to your property via an easement?		<input checked="" type="checkbox"/>	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		<input checked="" type="checkbox"/>	
Are there any structural problems with the building?		<input checked="" type="checkbox"/>	
Have any substantial additions or alterations been made without a required building permit?		<input checked="" type="checkbox"/>	
Are there moisture and/or water problems in the basement, crawl space area, or any other area?		<input checked="" type="checkbox"/>	
Is there any damage due to wind, flood, termites or rodents?		<input checked="" type="checkbox"/>	
Have any structures been treated for wood destroying insects?		<input checked="" type="checkbox"/>	
Are the furnace/woodstove/chimney/flue all in working order?	<input checked="" type="checkbox"/>		
Is the property in a flood plain?		<input checked="" type="checkbox"/>	
Do you currently pay flood insurance?		<input checked="" type="checkbox"/>	
Does the property contain underground storage tank(s)?		<input checked="" type="checkbox"/>	
Is the homeowner a licensed real estate salesperson or broker?		<input checked="" type="checkbox"/>	
Is there any threatened or existing litigation regarding the property?		<input checked="" type="checkbox"/>	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?	<input checked="" type="checkbox"/>		
Is the property located within one (1) mile of an airport?		<input checked="" type="checkbox"/>	

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

Signature of Seller <i>Sandra L. Jackson, POA</i>	Date (mm/dd/yy) 12/8/2024	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller <i>Beverly J. Brown</i>	Date (mm/dd/yy) 12/8/2024	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)

HOA BYLAWS

HOA BYLAWS

**AMENDED AND RESTATED
BY-LAWS
OF
ORCHARD PLACE COMMUNITY ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the Corporation is ORCHARD PLACE COMMUNITY ASSOCIATION, INC., hereinafter referred to as the Association. The principal office of the Corporation shall be located at the offices of the management company employed by Orchard Place Community Association. Meetings of members and directors may be held at such places within the State of Indiana as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. Association shall mean and refer to ORCHARD PLACE COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. Common Area shall mean all real property either owned by the Association or located within the Properties for common use and enjoyment of the owners.

Section 3. Any reference to gender, as in he, his, or him shall mean a person of either gender.

Section 4. Lot shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area.

Section 5. Member shall mean and refer to the individuals appointed to the Board of Directors of the incorporated Association representing the Subdivision as provided in the Restrictive Covenants.

Section 6. Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. Properties shall mean and refer to that certain real property described in the Articles of Incorporation of the Association and the Subdivision thereof which will be platted from time to time in the Plat Records of Noble County, Indiana, together with the Protective Restrictions, Covenants and Limitations appended thereto.

Section 8. Restrictive Covenants shall mean and refer to the Protective Restrictions, Covenants, Limitations and Easements applicable to the various

HOA BYLAWS

Subdivisions of the Properties appended to the plats of such Subdivision as shown in the records of the Office of the Recorder of Noble County, Indiana.

Section 9. Subdivision shall mean and refer to Orchard Place, a residential development in Noble County, Indiana.

ARTICLE III **MEETING OF OWNERS**

Section 1. Annual Meeting. The annual meeting of the Owners shall be held within the first quarter of each year.

Section 2. Special Meetings. Special meetings of the Owners may be called at any time by the President or by the Board of Directors, or upon written request of the Owners who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote, addressed to the Owner's address last appearing on the books of the Association or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Owners entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictive Covenants, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting from time to time without notice other than announcement at the meeting, the meeting may be continued until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his Lot.

ARTICLE IV **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors, consisting of not less than three (3) and not more than seven (7) Owners.

Section 2. Term of Office. Directors shall be appointed for terms of three (3) years.

HOA BYLAWS

Section 3. Removal. Any Director may be removed from the board, with or without cause, by a majority vote of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the Board of the Subdivision Association which appointed him, and such successor, and Owners of the Board shall serve for the unexpired term of his predecessor. No Director removed from his Directorship by the Board may be reappointed.

Section 4. Compensation. Any Director may be reimbursed for his actual expenses incurred in the performance of his duties. Officers of the Board may have annual dues waived by a majority vote of the Owners of the Association present at the annual meeting when there is no management company hired by the Board of Directors.

Section 5. Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval or electronic signature of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by any Director of the Board or from the floor at the annual meeting of Owners.

Section 2. Election. Election to the Board of Directors may be by secret written ballot or such other method as determined by the Board of Directors. At such election, the Owners or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meeting. Regular meetings of the Board of Directors shall be held on the second Tuesday of each even numbered month without notice, at such place and hour as may be fixed by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The Board of Directors may also hold meetings via email transmission.

Section 2. Special Meeting. Special Meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a

HOA BYLAWS

quorum for the transaction of business. Every act or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

ARTICLE VII **POWERS AND DUTIES OF THE Board of Directors**

Section 1. Powers. The Board of Directors shall have power to:

- (A) Adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;
- (B) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default of the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for an infraction of published rules and regulations;
- (C) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Restrictive Covenants;
- (D) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent for three consecutive regular meetings of the Board of Directors; and
- (E) Employ an independent contractor, a manager, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (A) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting of the Owners, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Owners who are entitled to vote;
- (B) Supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

HOA BYLAWS

- (C) Accept fee simple title in the name of the Association as grantee to the Common and Recreation Areas at such time as a warranty deed for same is delivered and agree to pay any real estate taxes on said areas commencing with the installment due and payable after date of delivery of said deed;
- (D) Cause payment to be made, when due, for the electrical power supply required for the illumination of the streets and Common and Recreational Areas contained within the Properties;
- (E) Cause the Common and Recreational Areas to be properly and carefully maintained;
- (F) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (G) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period.
- (H) Foreclose the lien against any property for which assessments are not paid after due date or bring an action at law against the owner personally obligated to pay the same;
- (I) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (J) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (K) Cause officers (treasurer) or employees (accountant) having fiscal responsibilities to be bonded
- (L) Cause all of the Restrictive Covenants for any Section of Association to be adhered to and enforced.

HOA BYLAWS

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Offices. The Officers of this Association shall be a President and a Vice-President who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Owners.

Section 3. Term. Each officer of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary, which may be transmitted electronically or by facsimile. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. The duties of the officers are as follows:

- (A) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out.
- (B) Vice-President. The Vice-President shall act in the place and

HOA BYLAWS

stead of the President in the event of his absence or incapacity and shall exercise and discharge such other duties as may be required of him by the Board.

- (C) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners and shall perform such other duties as required by the Board.
- (D) Treasurer. The Treasurer shall oversee non-budgeted expenditures of the Association by virtue of approving invoices and receiving and approving monthly financial statements.

ARTICLE IX **COMMITTEES**

The Board of Directors shall appoint such other committees as may be deemed appropriate in carrying out the purposes of these By-Laws, including an Architectural Control Committee as prescribed in the Restrictive Covenants.

ARTICLE X **BOOKS AND RECORDS**

The books, records and papers of the Association shall upon reasonable request, during reasonable business hours, be subject to inspection by any Owner. The Restrictive Covenants, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

HOA BYLAWS

ARTICLE XI **ASSESSMENTS**

As provided in the Restrictive Covenants, each Owner is obligated, unless relieved of this obligation under Article IV Section 4 of the By-Laws, to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid by May 15 of the current calendar year, the assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common or Recreational Areas or abandonment of his Lot.

ARTICLE XII **AMENDMENTS**

Section 1. These By-Laws may be amended at a regular or special meeting of the Board of Directors, by a vote of a majority of a quorum of the Directors present in person or by proxy; provided, however, the provisions herein relating to the Noble County Drainage Board or its legal successor may not be amended without the consent of said Board or its legal successor.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Restrictive Covenants and these By-Laws, the Restrictive Covenants shall control.

ARTICLE XIII **COUNTY DRAINAGE BOARD**

The Association shall be bound by the rules and regulations, orders or mandates of the Noble County Drainage Board or its legal successor with respect to the maintenance of the Common or Recreational Areas within the Properties.

ORCHARD PLACE SECTION I

ORCHARD PLACE SECTION I

SECONDARY PLAT OF ORCHARD PLACE SECTION I

a Subdivision located in the NW 1/4 & NE 1/4 of
Section 31, Township 35 North, Range 11 East,
Noble County, Indiana

5 84°48'52" E - 2421.92'
SEXTON AND ASSOC. SURVEY #35-II-31-II

901000394

COMPTON 51 2-03

2

RR Spike
NW Corner
NW 1/4
Sec. 31-35-II

RR Spike
NE Corner
NW 1/4
Sec. 31-35-II

LOT CURVE DATA

#1 NORTH	Radius	Delta	Chord	Area
1	354.10	33°44'18"	200.806	208.810
2	354.10	11°51'	754	154
3	354.10	10°14'48"	62.85	183.03
4	354.10	10°26'38"	64.54	144.63
5	354.10	10°26'10"	64.54	144.63
6	354.10	1°27'56"	8.71	4.01

#1 SOUTH	Radius	Delta	Chord	Area
81	304.10	0°21'41"	2.66	0.04
82	304.10	11°51'56"	45.00	45.91
83	304.10	15°20'35"	81.31	81.82

#2 NORTH	Radius	Delta	Chord	Area
39	225.00	30°52'50"	144.78	152.884
40	225.00	2°52'23"	4.41	9.41
41	225.00	14°51'58"	58.50	58.74
42	225.00	13°41'20"	53.85	59.46
43	225.00	1°30'28"	2.98	30.28

#2 SOUTH	Radius	Delta	Chord	Area
54	175.00	38°52'50"	113.3	101.4
55	175.00	5°40'34"	17.33	17.33
56	175.00	33°12'11"	100.00	101.4

#3 EAST	Radius	Delta	Chord	Area
24	175.00	14°31'48"	44.264	44.318
25	175.00	5°34'45"	11.6	11.6
26	175.00	1°55'04"	21.28	21.28

#3 WEST	Radius	Delta	Chord	Area
20	225.00	14°31'48"	58.906	51.054
21	225.00	0°44'24"	34.82	34.85
22	225.00	5°47'13"	22.40	22.40

#4 EAST	Radius	Delta	Chord	Area
25	250.00	14°01'40"	28.840	26.41
26	250.00	1°11'2"	5.61	5.61
27	250.00	5°40'28"	18.03	18.03

#4 WEST	Radius	Delta	Chord	Area
18	200.00	14°01'40"	11.32	11.32
19	200.00	4°57'40"	11.31	11.32

#5 WEST	Radius	Delta	Chord	Area
54	1004.41	4°18'2"	15.212	15.506
55	1004.41	10°02'3"	21.04	7.04
56	1004.41	41°27'11"	41.51	41.51
57	1004.41	3°34'42"	62.41	62.43

LOT CORNER CURVE DATA

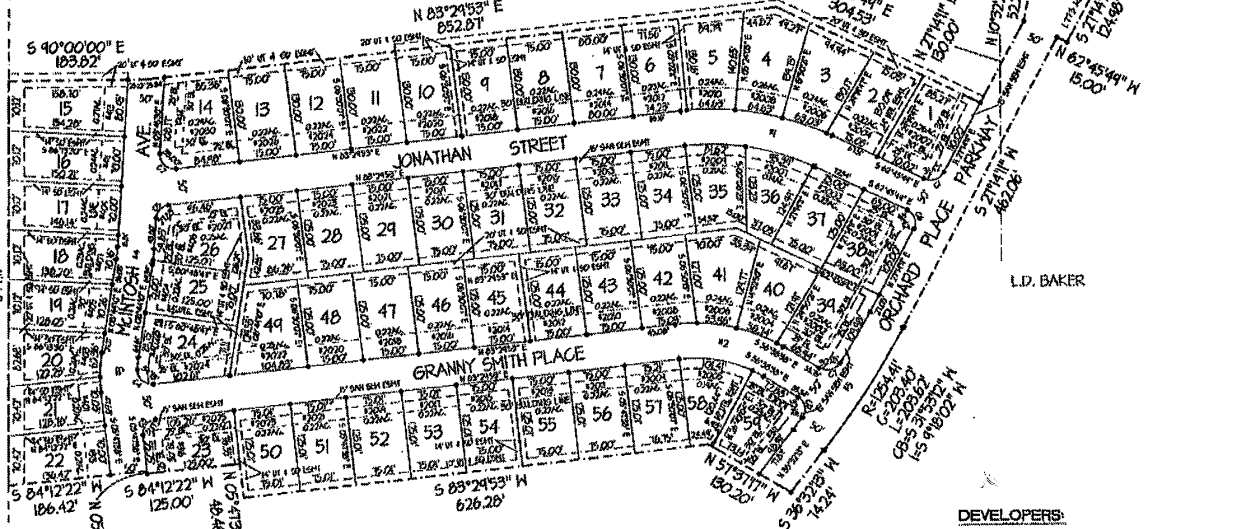
Radius	Delta	Chord	Area
20.00	40.000°	20.384	31.42
20.00	80.000°	20.26	31.42
20.00	100.000°	20.10	30.00
20.00	120.000°	20.00	28.50
20.00	140.000°	20.00	27.00
20.00	160.000°	20.00	25.50
20.00	180.000°	20.00	24.00
20.00	200.000°	20.00	22.50
20.00	220.000°	20.00	21.00
20.00	240.000°	20.00	19.50
20.00	260.000°	20.00	18.00
20.00	280.000°	20.00	16.50
20.00	300.000°	20.00	15.00

151.34 ACRE PERIMETER
BOUNDARY SURVEY BY
SEXTON & ASSOCIATES.
#35-II-31-II DATED 9/4/97
DR 167, PGS. 445-446
DR 204, PG. 434
L.D. BAKER



L.D. BAKER

SCALE: 1"=100'



- LEGEND**
- DL - BUILDING LINE
 - UL - UTILITY EASEMENT
 - SD - SURFACE DRAINAGE EASEMENT
 - SML - SANITARY SEWER EASEMENT
 - SL - STREET LIGHT EASEMENT
 - ESH - EASEMENT
 - * - 5/8" HIGH DIA. STEEL ROD RIGHT-OF-WAY MARKERS

- ALL RIGHT-OF-WAY INTERSECTION RADIUS TO BE 20 FEET.
- ALL RIGHT-OF-WAYS TO BE DESIGNATED TO NOBLE COUNTY.
- ALL LANDSCAPE AREAS, COMMON AREAS, OR BLOCK AREAS TO HAVE A BLANKET UTILITY AND SURFACE DRAINAGE EASEMENT.
- ALL BURIED UTILITIES MUST ALLOW FOR PROPOSED DRAINAGE SWALE GRADINGS AS SHOWN IN PLANS.

DEVELOPERS:
 COLONIAL DEVELOPMENT CORP.
 6000 Brandy Chase Cove
 Fort Wayne, Indiana 46815
 214-486-2500

CIVIL ENGINEERS-LAND SURVEYORS-PLANNERS:
 DICKMEYER & ASSOCIATES
 Engineers-Surveyors, Inc.
 6044 E. STATE BOULEVARD
 FORT WAYNE, INDIANA 46815
 Tel: 219-744-0125 Fax: 219-744-0421

ORCHARD PLACE SECTION I

DESCRIPTION

A parcel of land located in the Northwest One-quarter and Northeast One-quarter of Section 31, Township 35 North, Range 11 East, Noble County, Indiana and more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest One-quarter of Section 31, Township 35 North, Range 11 East by a railroad spike found; thence South 89 degrees 48 minutes 52 seconds East, along the North line of said Northwest one-quarter, a distance of 2669.30 feet to a railroad spike found; thence South 89 degrees 50 minutes 04 seconds East, a distance of 210.76 feet; thence South 00 degrees 00 minute West, a distance of 80.0 feet to the point of beginning. BEGINNING at the above described point; thence South 00 degree 00 minute 00 seconds West, a distance of 478.45 feet; thence along a curve to the right having a radius of 659.16 feet an arc length of 319.94 feet and being subtended by a chord bearing South 13 degrees 37 minutes 05 seconds West, a distance of 310.40 feet; thence South 27 degrees 14 minutes 11 seconds West, a distance of 124.08 feet; thence North 02 degrees 45 minutes 48 seconds West, a distance of 15.00 feet; thence South 27 degrees 14 minutes 11 seconds West, a distance of 462.06 feet; thence along a curve to the right having a radius of 1254.41 feet an arc length of 802.62 feet and being subtended by a chord bearing South 31 degrees 53 minutes 12 seconds West, a distance of 203.40 feet; thence South 36 degrees 52 minutes 13 seconds West, a distance of 74.29 feet; thence North 57 degrees 37 minutes 17 seconds West, a distance of 130.20 feet; thence South 23 degrees 23 minutes 53 seconds West, a distance of 820.25 feet; thence North 05 degrees 47 minutes 38 seconds West, a distance of 48.48 feet; thence South 04 degrees 12 minutes 22 seconds West, a distance of 126.00 feet; thence North 05 degrees 47 minutes 38 seconds West, a distance of 3.52 feet; thence South 04 degrees 12 minutes 22 seconds West, a distance of 180.42 feet; thence North 00 degree 20 minutes 40 seconds East, a distance of 574.11 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 183.82 feet; thence North 89 degrees 28 minutes 53 seconds East, a distance of 852.87 feet; thence South 05 degrees 45 minutes 49 seconds East, a distance of 304.53 feet; thence North 27 degrees 14 minutes 11 seconds East, a distance of 130.00 feet; thence North 10 degrees 35 minutes 23 seconds East, a distance of 52.23 feet; thence North 27 degrees 14 minutes 11 seconds East, a distance of 74.98 feet; thence along a curve to the left having a radius of 679.16 feet an arc length of 275.21 feet and being subtended by a chord bearing North 13 degrees 37 minutes 05 seconds East, a distance of 272.73 feet; thence North 00 degree 00 minute 00 second East, a distance of 478.08 feet; thence South 89 degrees 50 minutes 04 seconds East, a distance of 80.00 feet to the point of beginning, containing 18.59 acres of land, more or less.

RETENTION FOND DRAINAGE EASEMENT

A part of the Northeast One-Quarter of Section 31, Township 35 North, Range 11 East, Noble County, Indiana, and more particularly described as follows:

COMMENCING at the Northwest corner of the Northeast One-Quarter of Section 31 North, Township 35 North, Range 11 East, as marked on the plat of said Northeast One-Quarter, a distance of 210.76 feet; thence South 0 degree 00 minutes West along the east right-of-way line of Orchard Place and its extension a distance of 425.03 feet to the point of beginning. BEGINNING at the above described point, thence South 81 degrees 21 minutes 10 seconds East, a distance of 602.89 feet; thence North 70 degrees 54 minutes 10 seconds East, a distance of 149.13 feet; thence South 70 degrees 55 minutes 10 seconds East, a distance of 148.08 feet; thence South 34 degrees 15 minutes 42 seconds East, a distance of 471.30 feet; thence South 24 degrees 25 minutes 57 seconds West, a distance of 206.12 feet; thence North 81 degrees 11 minutes 18 seconds West, a distance of 91.55 feet; thence North 12 degrees 40 minutes 48 seconds West, a distance of 183.61 feet; thence North 75 degrees 07 minutes 59 seconds West, a distance of 110.02 feet; thence North 32 degrees 01 minute 32 seconds West, a distance of 145.02 feet; thence North 87 degrees 43 minutes 38 seconds West, a distance of 510.12 feet; thence North 70 degrees 40 minutes 02 seconds West, a distance of 183.74 feet; thence South 68 degrees 04 minutes 04 seconds West, a distance of 90.12 feet to a point of the East right-of-way line of Orchard Place; thence on a non-tangent curve to the left having a radius of 658.16 feet an arc length of 226.36 feet and being subtended by a chord of 226.25 feet bearing North 9 degrees 50 minutes 17 seconds East; thence continuing along said right-of-way five North 0 degree 0 minutes East, a distance of 51.82 feet to the point of beginning, containing 7.27 acres of land.

We, the undersigned, OFFICERS of A.D. BAKER, Inc. owners of the real estate shown as described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as ORCHARD PLACE SECTION I an addition to THE CITY OF KENDALLVILLE. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground 10 TO 20 feet in width as shown on this plat and marked "Easement," reserved for the use of public utilities for the installation of water and sewer mains, surface drainage, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities. (Additional dedications and protective covenants, or private restrictions, would be inserted here upon the subdivider's initiative or upon the recommendation of the Commission. Important provisions are those specifying the use to be made of the property and, in the case of residential use, the minimum habitable floor area.) The foregoing covenants (or restrictions) are to be perpetual and shall be binding on all parties and all persons claiming under them until January 1, 2023 (a twenty-five year period is suggested), at which time said covenants (or restrictions) shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidity of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any of the other covenants, or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness our Hands and Seals this 5th day of October, 1991

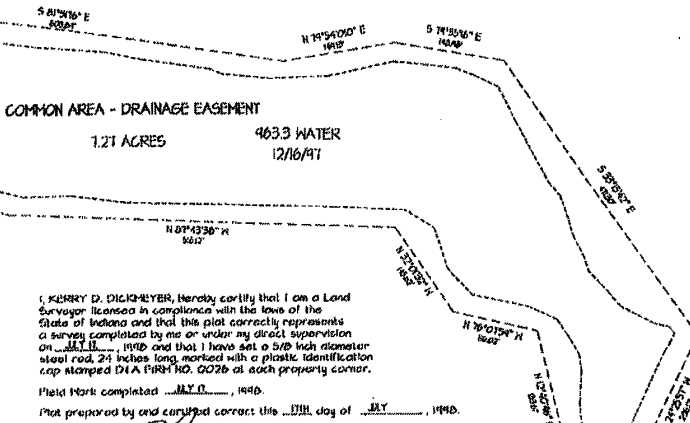
State of Indiana)
County of Noble)

David N. Baker, President
Signature David N. Baker
Brian L. Baker, Sec./Mgr.
Signature Brian L. Baker

I, the undersigned Notary Public, in and for the County and State, personally appeared David N. Baker and Brian L. Baker and each separately and severally acknowledge the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

Witness my hand and notarial seal this 5th day of October, 1991

David S. Vance
Signature David S. Vance



I, KERRY D. DICKMEYER, hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana and that this plat correctly represents a survey completed by me or under my direct supervision on MAY 11, 1990 and that I have set a 5/8 inch diameter steel rod, 2 1/2 inches long, marked with a plastic identification cap stamped D.A. LAUGE NO. 0026 at each property corner.

Field Work completed MAY 11, 1990

Map prepared by and carried correct this 11th day of JULY, 1990.

David N. Baker
Signature
1) REVISED 6-11-90
2) REVISED BEARS 4-23-90
3) REVISED CURVE DATA 10-2-90



Commission Certificate

Under authority provided by Chapter 114, Acts of 1947, General Assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Common Council of the City of Kendallville, Indiana, this plat was given approval by the City of Kendallville as follows:

Approved by the Kendallville City Plan Commission Plat Committee at a meeting held on the 5th day of October, 1990.

KENDALLVILLE CITY PLAN COMMISSION
PLAT COMMITTEE

Larry D. Aime
Signature
David A. Lauge
Signature
Scott R. Darby
Signature

ORCHARD PLACE SECTION I

MARY ANN HOUSER
NOBLE COUNTY RECORDER

17

981000395

98 OCT 14 PM 2:05

**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED**

**TO AS PART OF THE DEDICATION AND PLAT OF
ORCHARD PLACE, SECTION I**

(RECORDED 10-14-98)
As Doc.# 981000394.

A SUBDIVISION OF WAYNE TOWNSHIP, NOBLE COUNTY, INDIANA

COLUMBIA LAND TITLE COMPANY, INC.

L. D. BAKER, INC., an Indiana Corporation, by L. David Baker, its President, hereby declares that it is the Owner and Developer of the real estate known as Orchard Place, and which is shown and described in this Plat and does hereby layoff, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat to be appended hereto and incorporated herein. The Subdivision shall be known and designated as Orchard Place, a Subdivision in Wayne Township, Noble County, Indiana.

The Lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in Orchard Place, without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The Lots are numbered from 1 to 59, inclusive; and all dimensions are shown in feet and decimals of a foot on the Plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

PREFACE

Orchard Place is a tract of real estate which ultimately will be subdivided into approximately One Hundred Sixty-five (165) residential Lots, all to be included in and known as Orchard Place, by its various numerical sections. There will be organized in connection with the development of Orchard Place an incorporated non-profit entity known as Orchard Place Community Association, Inc., it being the platters's intention that each Owner of a Lot in Orchard Place shall become a member of said Community Association and shall be bound by its Articles of Incorporation and By-Laws.

It shall be the obligation of the Orchard Place Community Association, Inc., to make provision for the maintenance of the common areas designated on the face of the Plat, and the common areas in all sections of Orchard Place.

This Preface and its statements shall be deemed a covenant of equal force and effect as all others herein set forth.

ORCHARD PLACE SECTION I

ARTICLE I Definitions

981000895

The terms hereinafter set forth shall have the following meanings:

Section 1. "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain approvals in connection with improvements and developments. The Committee shall be composed of three (3) members initially appointed by the Developer. Any vacancies from time to time shall be filled pursuant to the terms of these Restrictions or the By-Laws of the Association.

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

Section 3. "By-Laws" shall mean the By-Laws initially adopted by Orchard Place Community Association, Inc., and all amendments and additions thereto.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners of Lots in Orchard Place, Section I, and other subdivisions of Orchard Place, as shown on the respective plats of said subdivisions, and as may be added in accordance with Article II, Section 3 of these Restrictions.

Section 5. "Developer" shall mean L. D. Baker, Inc., an Indiana Corporation, its grantees, successors or successors in interest, and any person, firm or corporation designated by it or its said successor or successor in interest.

Section 6. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

Section 7. "Lot" shall mean any of said Lots in Orchard Place, Section I, as platted or any tract of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots, upon which a dwelling may be erected in accordance with the restrictions hereinafter set forth. PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "Lot" unless said tract of land has a frontage of at minimum fifty-five (55) feet in width at the established building line as shown on the Plat.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Plat, including contract purchasers, excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the Dedication and Plat of Orchard Place, Section I.

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Section 10. "Subdivision" shall mean Orchard Place and all of its various sections, a Subdivision located in Wayne Township, Noble County, Indiana.

Section 11. "Orchard Place" shall mean and refer collectively to each section of the Orchard Place development, as it may be changed from time to time.

ARTICLE II Property Rights

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against said Owner's Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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

Section 3. Additions to Common Area. The Developer reserves the right so long as Class B members of the Association exist, to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

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ARTICLE III Architectural Control

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No building, improvement, construction, excavation, fence, wall, swimming pool or spa, exterior lighting, swing set, play equipment, statues, lawn ornaments or other non-living landscaping ornamentation device, or other structure shall be commenced, erected, altered or maintained upon any Lot, nor shall any exterior addition to or change or alteration of any Dwelling Unit be made until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to (1) harmony of external design and location in relation to surrounding structures and topography, and (2) the standards and guidelines established by the Architectural Control Committee from time to time. All approvals shall be requested by submission to the Architectural Control Committee of plans and specifications in duplicate, showing the following:

- (a) The Dwelling Unit, and other improvements, access drives, and other improved areas, and the locations thereof on the site;
- (b) All mail boxes and exterior ornamentation;
- (c) Plans for all floors and elevations, including projections and wing walls;
- (d) Exterior lighting plans;
- (e) Walls, fencing, and screening;
- (f) Patios, decks, pools, and porches.

Neither the Developer, the Architectural Control Committee, the Association, the Villa Association, nor any member, officer or director 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, the Association, or the Developer to recover any damages or to require the Committee or the Developer to take or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall

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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.

The original Architectural Control Committee shall consist of three (3) members: Herbert Delagrang, Larry Delagrang, and Craig Yoder. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In the event said Board, or the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed satisfied.

ARTICLE IV

Orchard Place Community Association, Inc.

Section 1. Organization. There has been organized in connection with the development of Orchard Place, and its various sections, an incorporated not-for-profit association known as Orchard Place Community Association, Inc., (the "Association").

Section 2. Membership and Voting Rights. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. Classes of Membership. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, together with all other lot owners in the Subdivision, exclusive of the Developer. Owners shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B member(s) shall be the Developer, and shall be entitled to three (3) votes for each Lot owned, in the Subdivision. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when title to all lots in all sections of the Subdivision has been conveyed, or
- (b) on December 31, 2010.

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Section 4. Membership Transfer. Membership in the Association will transfer from the Developer or its successor in interest to the Owner upon delivery of the Deed to Owner's Lot.

Section 5. Continuing Memberships. The Owner of any Lot shall continue to be a member of the Association so long as such Owner continues to be the Owner of a Lot for the purpose herein mentioned. Membership shall pass with the transfer of title to the Lot.

Section 6. Transfer of Membership Rights and Privileges in the Association. Each Owner, and in lieu thereof, (and with the written consent of such Owner to the Association) each lessee of a Lot shall be a member of the Association and have the right to the Owner's vote and privileges. Membership, where assigned to a lessee, will pass with the lease, except if the Owner withdraws his consent in writing to the Association. The Owner may withdraw his membership assignment to any lessee in his discretion by issuing a sixty (60) day notice in writing to the Association. No assignment of membership shall relieve an owner of the Lot from the obligation to pay any assessment authorized by these Restrictions.

Section 7. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments; (2) special assessments; (3) Club assessment (if applicable); and (4) Tax Recoupment Assessment. Such assessments shall be established and collected as hereinafter provided. The annual, special, Club and Tax Recoupment assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 8. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the Owners in all subdivisions of Orchard Place, including, but not limited to, the improvement and maintenance of the Common Area, maintenance of street lighting, maintenance of the sprinkling system situated on the Common Area, storm water detention basins, outlet pipes and water level control structures, and removal of snow and ice from the streets.

Section 9. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot.

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(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may not be increased each year more than eight percent (8%) above the maximum annual assessment for the prior year, without the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

(b) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum without the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

Section 10. Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, (1) the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; (2) any budget shortfalls; or (3) emergency need of the Association, provided that any such assessment shall have the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

Section 11. Notice and Quorum for Any Action Authorized Under Section 9 and 10. Any action authorized under Sections 9 and 10 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite fifty-one percent (51%) of each class of members, members who were not present in person or by proxy may give their assent in writing, providing the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 12. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or yearly basis, as the Board of Directors may determine from time to time.

Section 13. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots (excepting Lots owned by the Developer) on the date of the original recording of these Restrictions with the Recorder of Noble County. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a

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certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 14. Tax Recoupment Assessments. In addition to all other assessments provided for in this Article, the Association may levy in any assessment year, an assessment ("Tax Recoupment Assessment") applicable to that year only for the purpose of defraying, in whole or in part, any cost or expense incurred by the Association in the form of a tax, and/or penalty and/or interest on a tax imposed upon, assumed by or assessed against the Association or its properties, and arising out of or in any way related to the acceptance of title to, the ownership of and/or operation or maintenance of any plant or equipment (including utility lines, lift stations and other property) for the transmission, delivery or furnishing of water, or for the collection, transmission and disposal of liquid and solid waste, and sewage, and/or the ownership of any real estate or easements or other rights with respect to real estate owned and/or possessed in connection with such plant or equipment.

Section 15. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment (Annual, Special, or Tax Recoupment) not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. In any successful action, the Association shall be entitled to recover all of its costs and expenses, including attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

Section 16. Subordination of the Lien to Mortgages. The lien of the assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V General Provisions

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No Dwelling Unit shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single-family Dwelling Unit not to exceed two and one-half (2 1/2) stories in height. Each Dwelling Unit shall include an attached two-car garage and basements may be constructed as a part of the Dwelling Unit.

Section 2. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by

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a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

Section 3. Building Sizes. No Dwelling Unit shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story porches, breezeway or garage of less than 1,100 square feet for a one-story Dwelling Unit, nor less than 750 square feet on the first floor for a Dwelling Unit of more than one (1) story, so long as the combined total living area square footage for the first and second story is greater than 1,600 square feet for a two story or 1,400 square feet for a 1 1/2 story.

Section 4. Garages. All Dwelling Units must have a two-car attached garage.

Section 5. Building Setback. No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line or the rear property line than the minimum building setback lines shown on the recorded plat. In any event, no Dwelling Unit shall be located nearer than a distance of seven (7) feet to a side Lot line, and no nearer than a distance of twenty-five (25) feet to a rear property line if there is no rear setback line shown on the recorded plat.

Section 6. Minimum Lot Size. No Dwelling Unit shall be erected or placed on any Lot having a width of less than fifty-five (55) feet at the minimum building setback line, nor shall any Dwelling Unit be erected or placed on any Lot having an area of less than 7,500 square feet.

Section 7. Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. All easements for public and municipal utilities and sewers as dedicated on the face of the plat shall be kept free of all permanent structures and any structure, shrubbery, trees, or other installation thereon, whether temporary or permanent, shall be subject to the paramount right of the entities for which such easements are intended to benefit, to install, repair, maintain or

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replace their utility or sewage facilities. The removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them in damages or to restore the obstruction to its original form. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes.

Section 8. Surface Drainage.

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

Section 9. Maintenance of Lots and Dwelling Units. No Lot and no Dwelling Unit shall be permitted to become overgrown, unsightly or to fall into disrepair. All Dwelling Units shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Architectural Control Committee. Each Owner, for himself and his successors and assigns, hereby grants to the Association, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the Architectural Control Committee to carry out the intent of this provision and they further agree to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments pursuant to Article IV, above, and such amounts shall become a lien upon the Lot and be subject to the same collection rights and remedies granted to the Association in Article IV.

Section 10. Landscaping. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be installed no later than one hundred eighty (180) days following occupancy of or completion of the Dwelling Unit, whichever occurs first.

Section 11. Nuisances. No noxious or offensive activity may be carried upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on a Lot which are audible, except

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security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

Section 12. Temporary Structures and Storage. No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all terrain vehicle (ATV), camper or camping trailer, detached basement, tent, shack, detached garage, barn or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way with the Subdivision at anytime, or used as a residence either temporarily or permanently.

Section 13. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet, advertising such Lot for sale, or signs used by a builder to advertise such Lot during the construction and sales period.

Section 14. Radio and Television Antennas. No radio or television antenna shall be attached to any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish that exceeds two (2) feet in diameter shall be permitted on any Lot or on any Dwelling Unit. No solar panels attached or detached shall be permitted.

Section 15. Drilling, Refining, Quarrying and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 16. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

Section 17. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure on any Lots of said Subdivision and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots.

Section 18. Driveways. All driveways from the street to the garage shall be poured concrete or masonry and not less than sixteen (16) feet in width.

Section 19. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lots in this Subdivision.

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Section 20. Geothermal Systems.

20.1. An Owner whose Lot is immediately adjacent to Common Area containing a retention or detention pond shall have the right to install and maintain the following described types of geothermal heating and cooling systems ("Systems") to service the Dwelling Unit located on the Lot, and the right to use the Association property described below.

20.1.1. A System with a closed loop heat exchanger designed to use retention or detention ponds located in Common Areas adjacent to such Lot.

20.1.2. A System which uses and discharges well water from the System into retention or detention ponds located in Common Areas adjacent to such Lot.

20.2. Any Systems so installed must:

20.2.1. Satisfy regulations of the Indiana Department of Natural Resources, and all applicable federal, state, and local laws, ordinances, and regulations.

20.2.2. Satisfy reasonable requirements of the Noble County Surveyor or other applicable governmental agency regarding surface water drainage and erosion control; and obtain written approval from The Association.

20.2.3. Be installed according to approved guidelines of, and by technicians certified by, the International Ground Source Heat Pump Association.

20.3. Any Owner using Common Area owned by the Association for the purpose described in Section 21.1 agrees to be responsible for and shall indemnify and hold the Association harmless from and against all claims, losses, damages, and judgments (including reasonable attorney fees and litigation expenses) caused by, or resulting from, the Owner's use of Association property in connection with the Systems.

Section 21. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this Plat, are hereby reserved and granted to the Developer, the Association and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated in Sections 7 and 8 of this Section 22 of Article V, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

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Section 22. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned Storm Water and Surface Water Runoff Sewer System.

Section 23. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install Improvements serving such Lot as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, by the Association, or by any aggrieved Lot Owner in this Subdivision.

Section 24. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied, such user or occupier shall first obtain from the City of Kendallville Building Inspector/Director of Planning and Zoning an Improvement Location Permit and a Certificate of Occupancy as required by the Zoning Code of the City of Kendallville.

Section 25. Pools and Hot Tubs. No above ground pool, spa or hot tub, regardless of size, shall be placed or maintained on any Lot. No in ground swimming pool or hot tub or spa may be placed or maintained on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article III.

Section 26. Swing Sets and Play Equipment. No swing sets or play equipment will be permitted on any Lot without prior written approval from the Architectural Control Committee in accordance with Article III.

Section 27. Fencing. All proposed fencing must be submitted to and approved by the Architectural Control Committee in writing in accordance with Article III.

Section 28. Storage Areas. No Lot shall be used or maintained as a dumping ground for rubbish. Garbage, trash and refuse shall be placed in sanitary containers, which shall be concealed and contained within the Dwelling Unit. Firewood must be placed adjacent to the Dwelling Unit behind a visual barrier screening this area so that it is not visible from neighboring streets. The visual barrier screening and the area to be used must be approved by the Architectural Control Committee. No incinerators or outside incinerators shall be kept or allowed on any Lot.

Section 29. Mailboxes. The type, location, and installation of mailboxes will be approved by the Developer.

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Section 30. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot shall be completed within twelve (12) months after the beginning of such construction. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Section 31. Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots shall be owned by the same person, and such Owner shall desire to use two (2) or more of said Lots as a site for a single Dwelling Unit, said Owner shall apply in writing to the Architectural Control Committee or Board of Directors of the Association for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit. Notwithstanding the foregoing, each of the Lots constituting the site for such single Dwelling Unit shall remain as individual Lots for purposes of all assessments permitted by the terms of these Restrictions. As such, the Owner will be assessed for each Lot used as a site for a single Dwelling Unit.

Section 32. Enforceability. The Association, any Owner, and the Developer shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and shall not operate to deprive an Owner from enforcing said covenant or restriction.

Section 33. Right of Entry. The Developer, the Architectural Control Committee, and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purpose of determining whether or not the provisions of these restrictions are being complied with and exercising all rights and powers conferred upon the Developer, the Architectural Control Committee, and the Association with respect to the enforcement or correction or remedy of any failure of the Owner to observe these restrictions, and the Developer, the Architectural Control Committee, and the Association and such representatives shall not be deemed to have committed a trespass as a result thereof. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five (5) days prior to such entry.

Section 34. Partial Invalidation. Invalidation of any one of these Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 35. Covenants, Restrictions and Extensions. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty

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(20) years from the date these Restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these Restrictions may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and provided further, the Developer, its successors or assigns shall have the exclusive right for a period of two (2) years from the date of recording of these Restrictions to amend any of the Covenants and Restrictions.

Section 36. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless seventy-five percent (75%) of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Kendallville Plan Commission.

Section 37. Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

Section 38. Dwelling Unit Exterior. All windows, porches, balconies and exteriors of all Dwelling Units shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted.

Section 39. Fires. No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted to burn upon any street roadway or Lot in this Subdivision. No outside incinerators shall be kept or allowed on any Lot.

Section 40. Cost and Attorney's Fees. In the event the Association or Developer is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, assessment or charge now or subsequently imposed by the provisions of these Covenants, they shall be entitled to recover from the party against whom the proceeding was brought, the attorney fees and related costs and expenses incurred in such proceeding.

Section 41. Annexation. Additional properties may be annexed by Developer and made subject to this Declaration. Said additional properties may be developed for condominiums, villas and single family residences. Said annexation may be perfected without the consent of the Owners.

Section 42. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades (FPG) are established as set forth on the attached plat as follows:

<u>LOT #</u>	<u>MINIMUM FLOOD PROTECTION GRADES</u>
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THERE ARE NO FLOOD PROTECTION GRADES.

ORCHARD PLACE SECTION I

981000395

All Dwelling Units to be constructed on the Lots designated herein shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor as shown on the recorded plat of this Subdivision.

Section 44. Sidewalks. Plans and specifications for this subdivision on file with the Noble County Plan Commission require the installation of five (5) foot wide concrete sidewalks, installed in accordance with the Municipal Standards of Kendallville, within the street rights-of-way in front of the following numbered Lots inclusive:

<u>LOT #</u>	<u>SIDEWALK</u>
1	Front & Side
2-13	Front
14	Front & Side
15-22	Front
23-24	Front & Side
25	Front
26	Front & Side
27-37	Front
38-39	Front & Side
40-58	Front
59	Front & Side

Installation of said sidewalks shall be the obligation of the Owner of any such Lot, exclusive of the Developer, and shall be completed in accordance with said plans and specifications. Should such Certificates of Occupancy be issued to the Developer, said individual or corporation shall be considered an Owner for the purposes of the enforcement of this covenant.

IN WITNESS WHEREOF, L. D. Baker, Inc., a corporation organized and existing under the laws of the State of Indiana, Owner of the real estate described in said Plat, has hereunto set its hand, by its duly authorized officer, this 19th day of OCTOBER, 1998.

L. D. BAKER, INC.,
an Indiana corporation,

By: Brian Baker
BRIAN BAKER, SECRETARY-TREASURER
BRIAN BAKER SEC. - TREAS.

ORCHARD PLACE SECTION I


981000395

STATE OF INDIANA)
) SS:
COUNTY OF NOBLE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brian Baker, known by me to be the duly authorized and acting Secretant/Treasurer of L. D. Baker, Inc., an Indiana corporation, and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said Corporation for the purposes and uses therein set forth, this 13th day of October, 1998.

My Commission Expires:

February 5, 1999


Printed: Deborah A. Webb, Notary Public
County of Residence: Allen

INDIANA RECORDER
GRANTED REQUIREMENTS
 Notary Seal
 Name in printed form
 Notary County of Res.
 Signature
 Notary
 Granting Notary
 Preparation Statement

Prepared by:
Dennis D. Sutton, Attorney-at-Law
Attorney I.D. Number 764-02
BURT, BLEE, DIXON & SUTTON
1000 Standard Federal Plaza
200 East Main Street
Fort Wayne, IN 46802
(219) 426-1300

ORCHARD PLACE SECTION I

Noble County Recorder 010300187 Page 2 of 2 Scanned 10/9/2014 10:15 AM

DESCRIPTION

A parcel of land located in the Northwest One-quarter and Northeast One-quarter of Section 31, Township 35 North, Range 11 East, Noble County, Indiana and more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest One-quarter of Section 31, Township 35 North, Range 11 East by a railroad spike found; thence South 89 degrees 48 minutes 52 seconds East, along the North line of said Northwest one-quarter, a distance of 968.31 feet to a railroad spike found; thence South 89 degrees 50 minutes 04 seconds East, a distance of 210.76 feet; thence South 00 degree 00 minute West, a distance of 85.0 feet to the point of beginning. BEGINNING at the above described point thence South 00 degree 00 minute West, a distance of 478.45 feet; thence along a curve to the right having a radius of 656.10 feet an arc length of 319.54 feet and being subtended by a chord bearing South 18 degrees 27 minutes 05 seconds West, a distance of 310.49 feet; thence South 97 degrees 14 minutes 11 seconds West, a distance of 124.58 feet; thence North 02 degrees 48 minutes 48 seconds West, a distance of 15.00 feet; thence South 27 degrees 14 minutes 11 seconds West, a distance of 402.08 feet; thence along a curve to the right having a radius of 1254.41 feet an arc length of 502.87 feet and being subtended by a chord bearing South 31 degrees 53 minutes 12 seconds West, a distance of 202.49 feet; thence South 09 degrees 22 minutes 19 seconds West, a distance of 74.84 feet; thence North 07 degrees 27 minutes 17 seconds West, a distance of 120.80 feet; thence South 89 degrees 50 minutes 52 seconds West, a distance of 695.78 feet; thence North 00 degree 47 minutes 38 seconds West, a distance of 48.46 feet; thence South 84 degrees 13 minutes 52 seconds West, a distance of 128.00 feet; thence North 09 degrees 47 minutes 28 seconds West, a distance of 56.02 feet; thence South 84 degrees 13 minutes 22 seconds West, a distance of 188.43 feet; thence North 00 degree 28 minutes 40 seconds East, a distance of 874.11 feet; thence South 90 degrees 00 minute 00 second East, a distance of 182.00 feet; thence North 83 degrees 58 minutes 50 seconds East, a distance of 305.37 feet; thence South 52 degrees 45 minutes 49 seconds East, a distance of 404.53 feet; thence North 27 degrees 14 minutes 11 seconds East, a distance of 100.00 feet; thence North 10 degrees 02 minutes 23 seconds East, a distance of 52.00 feet; thence South 27 degrees 14 minutes 11 seconds East, a distance of 78.88 feet; thence along a curve to the left having a radius of 578.16 feet an arc length of 276.21 feet and being subtended by a chord bearing North 13 degrees 37 minutes 55 seconds East, a distance of 272.73 feet; thence North 00 degree 00 minute 00 second East, a distance of 478.58 feet; thence South 89 degrees 50 minutes 04 seconds East, a distance of 60.00 feet to the point of beginning, containing 18.83 acres of land, more or less.

RETENTION POND DRAINAGE EASEMENT

A part of the Northeast One-quarter of Section 31, Township 35 North, Range 11 East, Noble County, Indiana, and more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest One-quarter of Section 31 North, Township 35 North, Range 11 East, as marked by a railroad spike found; thence South 89 degrees 50 minutes 04 seconds East, bearing north for distance along the North line of said Northwest One-quarter, a distance of 210.76 feet; thence South 09 degrees 50 minutes West along the east right-of-way line of Orchard Place and its extension a distance of 435.90 feet to the point of beginning. BEGINNING at the above described point, thence South 41 degrees 31 minutes 48 seconds East, a distance of 822.89 feet; thence North 78 degrees 24 minutes 10 seconds East, a distance of 149.19 feet; thence South 79 degrees 16 minutes 16 seconds East, a distance of 149.88 feet; thence South 23 degrees 15 minutes 47 seconds East, a distance of 81.36 feet; thence North 00 degree 15 minutes 47 seconds West, a distance of 47.28 feet; thence South 24 degrees 28 minutes 07 seconds West, a distance of 149.02 feet; thence North 32 degrees 01 minute 32 seconds West, a distance of 149.02 feet; thence North 81 degrees 43 minutes 26 seconds West, a distance of 510.72 feet; thence North 08 degrees 40 minutes 02 seconds West, a distance of 193.74 feet; thence South 89 degrees 50 minutes 04 seconds West, a distance of 99.17 feet to a point on the East right-of-way line of Orchard Place; thence on a non-tangent curve to the left having a radius of 859.18 feet an arc length of 226.25 feet and being subtended by a chord of 226.25 feet bearing North 9 degrees 30 minutes 17 seconds East; thence commencing along said right-of-way line North 09 degree 01 minutes East, a distance of 81.82 feet to the point of beginning, containing 7.27 acres of land.

We, the undersigned OFFICERS of A.D. BAUER, INC. owner of the real estate shown as described herein, do hereby certify that we have had an, plotted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat. This subdivision shall be known and designated as ORCHARD PLACE SECTION I, an addition to TOWNSHIP 35 NORTH, 40 acres and days shown and not heretofore dedicated, are hereby dedicated to the public.

Building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground 30.70 20 feet in width as shown on this plat and marked "EASEMENT," reserved for the use of public utilities for the installation of water and sewer mains, justice drainage, poles, electric lines and wires, subject at all times to the proper easements and to the easements therein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities. (Additional dedications and protective covenants, or private restrictions, would be inserted here upon the subdividers' initiative or upon the recommendation of the Commission. Important provisions are those specifying the use to be made of the property and, in the case of residential use, the minimum habitable floor area.) The foregoing covenants (or restrictions) are to be perpetual and shall be binding on all parties and all persons claiming under them until January 1, 2023. In the event the year period is not specified, the same shall automatically be extended for successive periods of ten (10) years unless changed by vote of a majority of the owners of the land upon which these covenants, or restrictions, are imposed or in part. Violation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any of the other covenants, or restrictions, which then remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or situated in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness our hands and seals this 5th day of October, 1998.

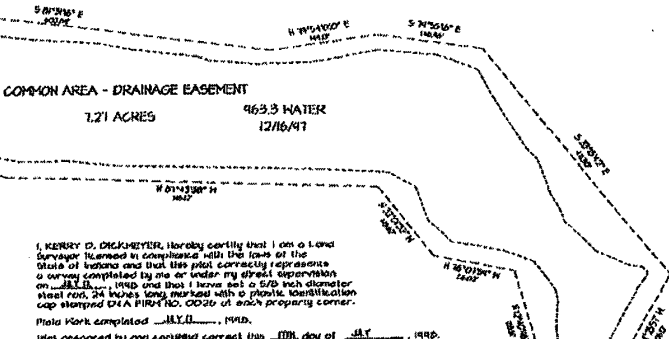
State of Indiana)
County of Noble)

David P. Vance
Signature
David P. Vance
Signature
David P. Vance
Signature

I, David P. Vance, Notary Public, in and for the County and State, personally appeared David P. Vance and David P. Vance each separately and severally acknowledged the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

Witness my hand and notarial seal this 5th day of October, 1998.

David P. Vance
Signature



I, KERRY D. DECKERT, hereby certify that I am a land surveyor licensed in compliance with the laws of the State of Indiana and that this plat correctly represents a survey completed by me or under my direct supervision on 08.11.1998 and that I have set a 5/8 inch diameter steel rod, 24 inches long marked with a plastic identification cap stamped DA A FURNACE, O.D. at each property corner. Plat mark completed 08.11.1998. Not prepared by me and/or correct this 08th day of July, 1998.

David P. Vance
Notary Public
State of Indiana
My Comm. Expires 08-11-2004
I RECEIVED \$4148
27 RECEIVED \$2418.75-25-20
21 RECEIVED \$2418.75-20-20

Commission Certificate
Under authority provided by Chapter 174, Acts of 1947, General Assembly of the State of Indiana and all acts amendatory thereto, and an ordinance adopted by the Common Council of the City of Kendallville, Indiana, this plat was given approval by the City of Kendallville as follows:

Approved by the Kendallville City Plan Commission: This Committee at a meeting held on the 5th day of October, 1998.
KENDALLVILLE CITY PLAN COMMISSION
PLAT COMPTHEE
Larry D. Blak
Larry D. Blak
David H. Lutz
David H. Lutz
Scott R. Darby
Scott R. Darby

ORCHARD PLACE SECTION I

Noble County Recorder 130300117 Page 1 of 2 Scanned 3/6/2013 8:57 AM



130300117

RECEIVED FOR RECORD
CANDY HYERS
NOBLE COUNTY RECORDER
RECORDED ON
03/06/2013 10:42:49AM
REC FEE \$13.00
PAGES: 2

**AMENDMENT
TO
THE DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO
AS PART OF THE DEDICATION AND PLAT OF
ORCHARD PLACE, SECTION I THROUGH V,
A SUBDIVISION OF WAYNE TOWNSHIP, NOBLE COUNTY, INDIANA**

The undersigned, being the President of the Orchard Place Homeowner's Association, Inc, and having verified that seventy-five percent (75%) of the Owners, as such term is defined in the Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals Appended to and Made a Part of the Plat of Orchard Place ("Protective Restrictions"), have voted in favor of this Amendment. Pursuant to the provisions of Article V, Section 35 of the Protective Restrictions, Sections I through V, as recorded as Document Numbers 981000395, 041000359, 050700403, 061000450 and 080300175, in the Office of the Recorder of Noble County, Indiana, the Owners hereby make and effect the following change, alteration and modification in and to said Protective Restrictions, Covenants, Limitations, Easements and Approvals for Orchard Place, Sections I through V:

Article V, Section 25, shall be deleted and replaced with the following:

Section 25. Pools and Hot Tubs/Spas. No above ground pool, regardless of size, shall be placed or maintained on any Lot. No in ground pool or hot tub/spa may be placed or maintained on any Lot without the prior approval of the Architectural Control Committee in accordance with Article III. All hot tubs/spas must have a security cover for safety purposes and cannot be a portable or inflatable type of unit.

The undersigned having verified the requisite number of votes to amend the Protective Restrictions and a copy of the record of the requisite votes of the Owners is attached hereto as Exhibit "A" and is made apart hereof by reference.

ORCHARD PLACE SECTION I

IN WITNESS WHEREOF, the undersigned does hereby execute this Amendment to said Protective Restrictions for and on behalf of the Owners in the Orchard Place Subdivision on the date written below.

Orchard Place Homeowner's Association, Inc.
an Indiana corporation,

By: Bradley C. Taragant
Bradley C. Taragant, President

STATE OF INDIANA)
) §§:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 26th day of February, 2013, personally appeared Bradley C. Taragant, President of Orchard Place Homeowner's Association, Inc. and acknowledged the execution of the foregoing Amendment to the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to as Part of the Dedication and Plat of Orchard Place, Sections I through V, for and on behalf of the Owners in Orchard Place. WITNESS my hand and notarial seal.

My Commission expires:

8-16-17

Marilyn Hamilton
Notary Public
Printed: Marilyn Hamilton
County of Residence: Noble

Prepared by:

Timothy L. Claxton, Attorney I.D. No. 14523-02
Burt, Blee, Dixon, Sutton & Bloom, LLP



MARILYN HAMILTON, Notary Public
Noble County, State of Indiana
My Commission Expires August 16, 2017

N:\TLC\Colonial Davi\Orchard Place\Amendment - All Sections of Orchard Pl.wpd

Pursuant to IC 36-2-11-15(d): I/We affirm, under the penalties for perjury, that I/we have taken reasonable care to redact each Social Security number in this document, unless required by law. Laurel L. Walters

ORCHARD PLACE SECTION I

Noble County Recorder 241000158 Page 1 of 2 Scanned 10/8/2024 8:41 AM

241000158
TONYA JONES
NOBLE CO, IN - RECORDER
RECORDED AS PRESENTED
10/08/2024 08:15 AM
REC FEE: 25.00 PGS: 2
ELECTRONICALLY RECORDED

**THIRD AMENDMENT
TO
THE DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO
AS PART OF THE DEDICATION AND PLAT OF
ORCHARD PLACE, SECTION I THROUGH V,
A SUBDIVISION OF WAYNE TOWNSHIP, NOBLE COUNTY, INDIANA**

The undersigned, being the President of the Orchard Place Homeowner's Association, Inc, and having verified that seventy-five percent (75%) of the Owners, as such term is defined in the Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals Appended to and Made a Part of the Plat of Orchard Place ("Protective Restrictions"), have voted in favor of this Amendment. Pursuant to the provisions of Article V, Section 35 of the Protective Restrictions, Sections I through V, as recorded as Document Numbers 981000395, 041000359, 050700403, 061000450 and 080300175, in the Office of the Recorder of Noble County, Indiana, the Owners hereby make and effect the following change, alteration and modification in and to said Protective Restrictions, Covenants, Limitations, Easements and Approvals for Orchard Place, Sections I through V:

Article V, Section 12 is hereby amended and replaced with the following:

Section 12. Temporary Structures and Storage Sheds. No structure of a temporary character, trailer, boat trailer, commercial vehicle, recreational vehicle (RV), camper shell, all terrain vehicle (ATV), camper or camping trailer, detached basement, or tent shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way with the Subdivision at any time, or used as a residence either temporarily or permanently. One (1) storage shed shall be permitted on any Lot, subject to the following requirements: (i) must comply with Article III, Architectural Control, and Article V, Section 9; (ii) storage must be the exclusive use; and (iii) the floor size shall be no larger than 12 ft. x 14 ft. and vertical height shall not exceed 12 ft.

The undersigned having verified the requisite number of votes to amend the Protective Restrictions and a copy of the record of the requisite votes of the Owners is retained in the office of the Association.

ORCHARD PLACE SECTION I

IN WITNESS WHEREOF, the undersigned does hereby execute this Amendment to said Protective Restrictions for and on behalf of the Owners in the Orchard Place Subdivision on the date written below.

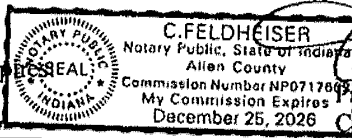
Orchard Place Homeowner's Association, Inc.
an Indiana corporation,

By: Kathryn Stout
Kathryn Stout, President
9-26-2024

STATE OF INDIANA)
) §§:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 26 day of September, 2024, personally appeared KATHRYN STOUT, President of Orchard Place Homeowner's Association, Inc. and acknowledged the execution of the foregoing Third Amendment to the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to as Part of the Dedication and Plat of Orchard Place, Sections I through V, for and on behalf of the Owners in Orchard Place. WITNESS my hand and notarial seal.

My Commission expires 12-25-26

 C. Feldheiser
Notary Public
Printed: C. FELDHEISER
County of Residence: ALLEN

Pursuant to IC 36-2-11-15(d): I/We affirm, under the penalties for perjury, that I/we have taken reasonable care to redact each Social Security number in this document, unless required by law. Eric T. Claxton

This Instrument Prepared by: Eric T. Claxton, Attorney at Law, 200 E. Main St., Ste. 1000, Fort Wayne, IN 46802. Attorney Identification No. 36798-49

PRELIMINARY TITLE

PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance
2021 v. 01.00 (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE issued by COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



PRELIMINARY TITLE

- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I – Requirements;
 - f. Schedule B, Part II – Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

PRELIMINARY TITLE

- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance
2021 v. 01.00 (07-01-2021)

**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

P.O. Box 45023, Jacksonville, FL 32232-5023



By: _____
Michael J, Nolan, President



By: _____
Marjorie Nemzura, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance
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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Assurance Title Company, LLC
Issuing Office: 102 E Main St.
Albion, IN 46701
Issuing Office's ALTA® Registry ID: 1125584
Loan ID Number:
Commitment Number: 24-1678
Issuing Office File Number: 24-1678
Property Address: 2004 Jonathan St, Kendallville, IN 46755
Revision Number:

SCHEDULE A

1. Commitment Date: November 29, 2024 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

Proposed Amount of Insurance: **\$1.00**
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
Beverly J. Doenges by deed from John David Burgi and Sue Ellen Burgi, husband and wife dated 02/15/2019 and recorded with Noble County Recorder on 02/26/2019 as Instrument #190200392.
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

ASSURANCE TITLE COMPANY, LLC
102 E Main St., Albion, IN 46701
Telephone: (260) 636-2692

COMMONWEALTH LAND TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023

Countersigned by:

Morgan Alwine

Morgan Alwine, License #3767222
Assurance Title Company, LLC, License #924500

Michael J. Nolan
By: _____
Michael J, Nolan, President

Marjorie Nemzura
By: _____
Marjorie Nemzura, Secretary

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PRELIMINARY TITLE

SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If Assurance Title Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.
6. We have been informed that the required deed might be executed by Linda L. Jackson as Attorney in Fact for Beverly J. Doenges pursuant to the provisions of a written Power of Attorney. If such be the case we require that said Power of Attorney be recorded and that said documents contain recitals to evidence the Document numbers where said Power of Attorney is recorded.
7. Duly authorized and executed Deed from Beverly J. Doenges, to Proposed Insured, to be executed and recorded at closing.
8. NOTE: Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure. (1 S.D.)
9. Vendors, (Sellers), Closing Affidavit to be furnished this office.
10. Certificate from the secretary of Orchard Place Homeowner's Association to evidence that all dues and assessments levied against the insured premises have been paid in full or that there are none due.
11. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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PRELIMINARY TITLE

SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements or claims of easements not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance or other matter affecting the Land that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. (“the Act”). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.
8. Taxes for 2023 payable 2024
Parcel No. 008-100053-02
Tax Unit of Kendallville-Wayne
State ID No. 57-07-31-400-094.000-020
May 10 \$812.32 PAID
November 10 \$812.32 PAID
Assessed Valuation: Land \$27,500 Improvements \$150,900
Exemptions \$48,000-H/\$52,160-Supp
9. Annual assessment of \$5.00 for maintenance of 501 Rimmell Drain 2024,
May 10 \$2.50 PAID, November 10 \$2.50 PAID.
10. Taxes for 2024 due and payable 2025, and subsequent taxes.
11. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
12. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed

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PRELIMINARY TITLE

as insuring the address shown in the description of the land.

13. Any and all liens, assessments, impact fees and zoning ordinances, now carried on the municipal records of the City of Kendallville, Indiana.
14. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
15. Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the dedication and plat of Orchard Place, Section 1, a subdivision of Wayne Township, Noble County, Indiana, dated October 13, 1998, recorded October 14, 1998, as Instrument #981000395. Along with an Amendment to the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals dated February 26, 2013, recorded March 3, 2013, as Instrument #130300117. Along with an Amendment to the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals dated September 26, 2024, recorded October 8, 2024, as Instrument #241000158.
16. Set-back building lines, drainage and utility easements as shown on the recorded plat of Orchard Place, Section 1, recorded as Instrument #981000394. As well as the Re-Plat of Orchard Place Section 1, recorded as Instrument #010300187.
17. This commitment has been issued without a judgment search being made against the name insured.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Noble, State of Indiana and is described as follows:

Lot No. 2 Orchard Place, Section 1, an Addition to the City of Kendallville, according to the plat thereof, recorded as Document Number 981000394 and re-recorded as Document Number 010300187, in the Office of the Recorder of Noble County, Indiana.

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