

Cover page for:

Revised
Preliminary Title Insurance Schedules
(with copies of recorded exception documents)

Preliminary title insurance schedules prepared by:

Assurance Title Company, LLC
(File Number: 24-1673; Revision #1)

For January 27, 2025 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

With respect to:

Lot 84 of Devonshire Pointe, Section One, in St. Joseph County, Indiana
50980 Taddington Court, Granger, Indiana
Parcel # 71-04-11-479-003.000-011

On behalf of:

Everdine M. Kelley Irrevocable Trust

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: 24-1673
Issuing Office File Number: 24-1673
Property Address: 50980 Taddington Ct, Granger, IN 46530
Revision Number: 1

SCHEDULE A

1. Commitment Date: December 3, 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:
David A. Pepler, Trustee of The Everdine M. Kelley Irrevocable Trust dated May 1, 2015, and any amendments thereto by deed from Everdine Kelley dated 05/01/2015 and recorded with St Joseph County Recorder's Office on 05/13/2015 as Document 1511414.
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

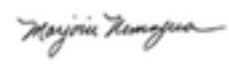
Countersigned by:



Molly McAfee-Eddy, License #461237
Assurance Title Company, LLC, License #924500



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.



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. Any conveyance or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.
7. Duly authorized and executed Trustee's Deed from David A. Pepler, Trustee of The Everdine M. Kelley Irrevocable Trust dated May 1, 2015, 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 SD)
9. Vendors, (Sellers), Closing Affidavit to be furnished this office.
10. 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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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. 71-04-11-479-003.000-011
Tax Unit of Harris Township
State ID No. 71-04-11-479-003.000-011
May 10 \$1,734.56 PAID
November 12 \$1,734.56 PAID
Assessed Valuation: Land \$114,700 Improvements \$286,200
Exemptions \$48,000-HOME / \$141,160-SUPP
9. Hazardous Waste Fee, May 10 \$10.50 PAID, November 12 \$3.50 PAID.
10. Recycling Fee, May 10 \$42.00 PAID, November 12 \$14.00 PAID.
11. Annual assessment of \$5.00 for maintenance of Juday Creek (81) Drain 2024, May 10 \$2.50 PAID, November 12 \$2.50 PAID, plus delinquent assessments and penalties in the amount of \$2.75 PAID.
12. Taxes for 2024 due and payable 2025, and subsequent taxes.

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13. 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.
14. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
15. Any and all liens, assessments, impact fees and zoning ordinances, now carried on the municipal records of the City of Granger, Indiana.
16. Right of way for drainage tiles, feeders and laterals, if any.
17. Rights of the public, State of Indiana, County of St. Joseph and the municipality in and to that part of the premises taken or used for road purposes.
18. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
19. Minimum building set back requirements, restrictions, covenants, limitations and easements as the same appear upon the plat of the insured premises, recorded as Instrument No. 9322704.
20. Distribution Easement in favor of Indiana Michigan Power Company, dated November 5, 1993, recorded January 20, 1994 as Instrument No. 9402496.
21. Protective Restrictions, Covenants, Limitations and Easements for Devonshire Pointe, as recorded July 20, 1993, as Instrument No. 9327815. Along with an Amendments recorded as Instrument No. 9533802, 0105930, and 0720262.
22. 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 St. Joseph, State of Indiana and is described as follows:

Lot Numbered Eighty-four (84) as shown on the recorded Plat of Devonshire Pointe, Section One, recorded June 17, 1993, in the Office of the Recorder of St. Joseph County, Indiana, as Instrument No. 9322704.

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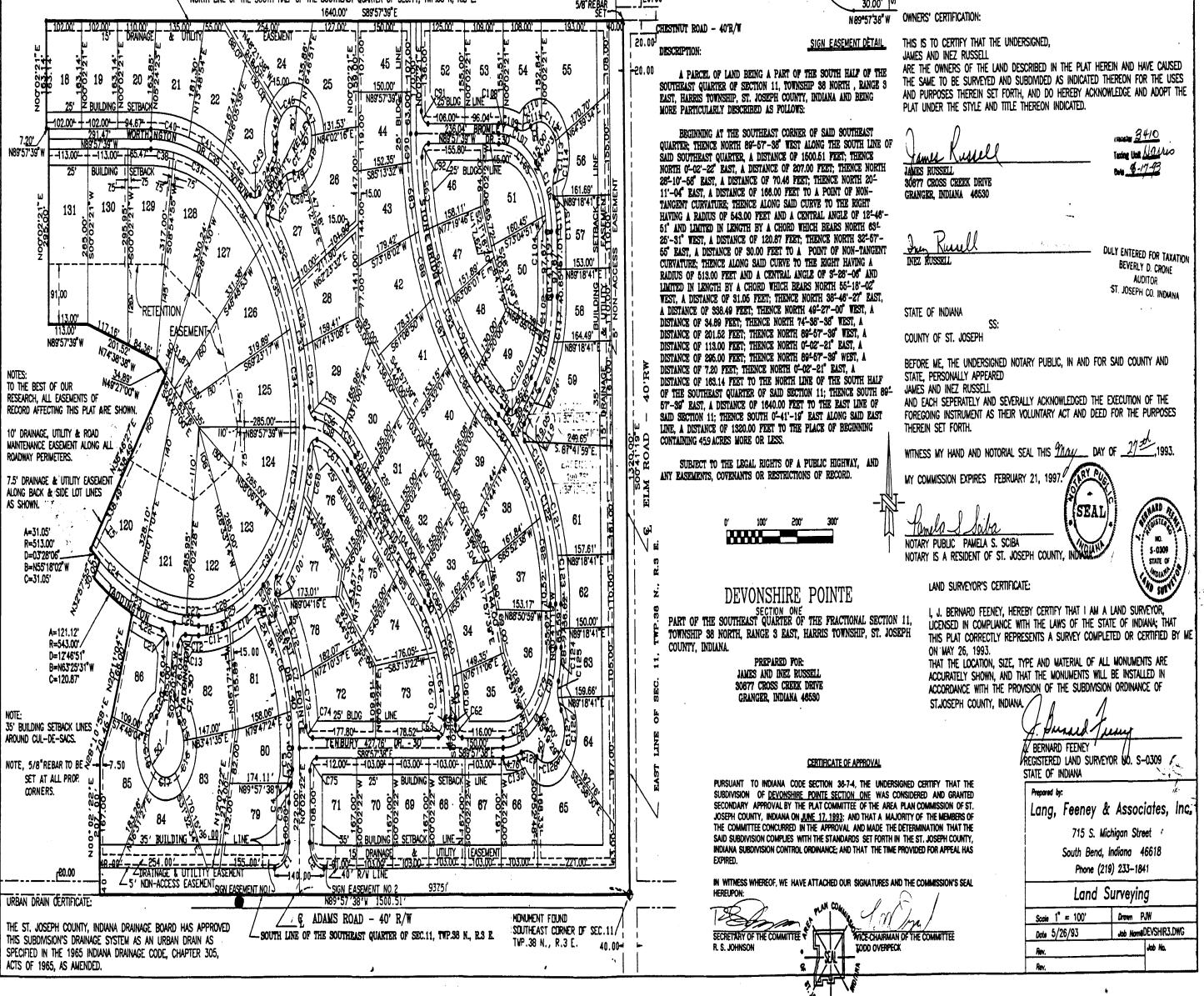
9322704

9322704

Table with 6 columns: CURVE, RADIUS, LENGTH, CHORD, CH. BEARING, DELTA. Contains curve data for various survey points.

Table with 6 columns: CURVE, RADIUS, LENGTH, CHORD, CH. BEARING, DELTA. Contains curve data for various survey points.

DEED OF DEDICATION: THE UNDERSIGNED, JAMES AND INEZ RUSSELL, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF ST. JOSEPH COUNTY, INDIANA.



OWNERS CERTIFICATION: THIS IS TO CERTIFY THAT THE UNDERSIGNED, JAMES AND INEZ RUSSELL, ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT HEREIN AND HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE PLAT UNDER THE STYLE AND TITLE THEREON INDICATED.

James Russell, Inez Russell. DAILY ENTERED FOR TAXATION BEVERLY D. CRONE, AUDITOR, ST. JOSEPH CO. INDIANA.

STATE OF INDIANA, COUNTY OF ST. JOSEPH. BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JAMES AND INEZ RUSSELL, AND EACH SEPARATELY AND SEVERALLY ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC, PAMELA S. SCIBA, NOTARY A RESIDENT OF ST. JOSEPH COUNTY, INDIANA. My Commission Expires February 21, 1997.

DEVONSHIRE POINTE SECTION ONE

PART OF THE SOUTHEAST 1/4 CORNER OF THE FRACTIONAL SECTION 11, TOWNSHIP 38 NORTH, RANGE 3 EAST, HARRIS TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.

PREPARED FOR: JAMES AND INEZ RUSSELL, 3077 CROSS CREEK DRIVE, GLAUGER, INDIANA 46850

PREPARED BY: R. S. JOHNSON, SECRETARY OF THE COMMITTEE OF THE PLAT COMMITTEE OF THE AREA PLAN COMMISSION OF ST. JOSEPH COUNTY, INDIANA ON JUNE 17, 1993.

PURSUANT TO INDIANA CODE SECTION 36-7-4, THE UNDERSIGNED CERTIFY THAT THE SUBDIVISION PLAT HEREBY SUBMITTED AND GRANTED SECONDARY APPROVAL BY THE PLAT COMMITTEE OF THE AREA PLAN COMMISSION OF ST. JOSEPH COUNTY, INDIANA ON JUNE 17, 1993; AND THAT A MAJORITY OF THE MEMBERS OF THE COMMITTEE CONCURRED IN THE APPROVAL AND MADE THE DETERMINATION THAT THE SAID SUBDIVISION COMPLES WITH THE STANDARDS SET FORTH IN THE ST. JOSEPH COUNTY, INDIANA SUBDIVISION CONTROL ORDINANCE AND THAT THE TIME PROVIDED FOR APPEAL HAS EXPIRED.

IN WITNESS WHEREOF, WE HAVE ATTACHED OUR SIGNATURES AND THE COMMISSIONER'S SEAL HERETOON.

LAND SURVEYOR'S CERTIFICATE: I, J. BERNARD FEENEY, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED OR CERTIFIED BY ME ON MAY 26, 1993.

LONG, FEENEY & ASSOCIATES, INC. 715 S. Michigan Street, South Bend, Indiana 46618, Phone (219) 233-1841

ST. JOSEPH COUNTY, INDIANA DRAINAGE BOARD HAS APPROVED THIS SUBDIVISION'S DRAINAGE SYSTEM AS AN URBAN DRAIN AS SPECIFIED IN THE 1965 INDIANA DRAINAGE CODE, CHAPTER 305, ACTS OF 1965, AS AMENDED.

DISTRIBUTION EASEMENT

Indiv. & Corp _____ W.O. No. 715/9146 Eas. No. 117 Map No. 1190
Overhead & Underground _____ **9402496**

THIS INDENTURE, made this 5th day of November, 19 93
between JAMES and INEZ RUSSELL

whose address is 30877 Cross Creek Drive
Granger, IN 46530

(hereinafter called "Grantor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana Corporation authorized to do business in the State of Michigan, whose address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana, 46801 (hereinafter called "grantee")

WITNESSETH That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee a right of way and easement for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of ~~overhead and~~ underground facilities and equipment for the transmission of electrical energy, and for communication purposes including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the following described Premises situated in Harris Township, County of St. Joseph State of Indiana, and being a part of Section 11, Township 38 North and Range 3 East, to wit:

Being the same (or a part of the same) property conveyed ~~to~~ by Plat of DEVONSHIRE POINTE SECTION ONE by James and Inez Russell plat dated May 27, 19 93, and recorded in Document Number 9322704

in the office of the Recorder of St. Joseph County, Indiana, to which reference is made for further description

Said easement being entirely within DEVONSHIRE POINTE SECTION ONE and more particularly described as follows:

A 10 foot strip North of and parallel to the Drainage and Utility Easement of Lot Numbered 79; also a 10 foot strip West of and parallel to the Drainage and Utility Easement of said Lot Numbered 79.

FILED IN ORDER
16 NOV 11 07 AM '93

SEEN JUNTY

RECORDED
NOV 11 1993
ST. JOSEPH, INDIANA

TOGETHER with the right of ingress and egress to, from, and over said Premises, and also the right to cut or trim any trees and bushes which may endanger the safety or interfere with the construction and use of said facilities

Grantee shall promptly repair or replace all physical damage on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities

The grantor warrants that no structure or building shall be erected upon said easement.

After the completion of said system the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without prior written consent of Grantee

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representative, heirs, successors, and assigns

IN WITNESS WHEREOF, Grantor, if individual(s), have hereunto set their hand s and if corporation, has caused its corporate name and seal to be affixed by its duly authorized officers, the day first above written

Signed, Sealed and Delivered in Presence of

James Russell
James Russell

Inez Russell
Inez Russell

This instrument was prepared by Dennis C. Foust, Agent for Indiana Michigan Power Company on its behalf

PROPERTY OF ST. JOSEPH


FILE NO. 11 20 AM '94
NOTARY PUBLIC

STATE OF INDIANA }
County of St. Joseph ss

Before me Dennis C. Foust, a Notary Public in and for said County and State, this 5th day of November, 1921, personally appeared the above named James and Inez Russell

and acknowledged the execution of the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.

Dennis C. Foust


My commission expires February 14, 1927

I am a resident of St. Joseph County

STATE OF INDIANA }
County of _____ ss

Be it remembered that on the _____ day of _____, 19____ before the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared _____ President of the _____ Company, and acknowledged the execution of the foregoing instrument on behalf of said company, as the voluntary act and deed of said Company for the uses and purposes therein set forth, and said officer, having been duly sworn, swears that the statements contained therein relating to Indiana gross income tax are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

My Commission Expires _____, 19____

Notary Public

I am a resident of _____ County

9402196

RETURN TO JAMES E RUSSELL
9327815 30877 CROSS CREEK DR

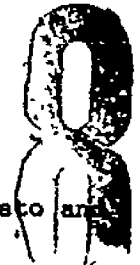
PROTECTIVE RESTRICTIONS, COVENANTS GRANGER, IN
LIMITATIONS AND EASEMENTS 46530
FOR

DEVONSHIRE POINTE SECTION ONE, SECTION TWO

IN
ST. JOSEPH COUNTY, INDIANA

FILED IN
RECORDS
JUL 20 3 22 PM '93
ST. JOSEPH, IN.
FILED IN
RECORDS

PROPOSED



as more particularly described in Exhibit "A" which is attached hereto and hereby made a part hereof.

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

1. LAND AND USE AND BUILDING TYPE. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than three (3) cars. No lot or lots shall be used for any purpose other than as a single-family residence except that a home occupation defined as within the residence dwelling and participated on solely by a member of the immediate family residing in said residence. No sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling is prohibited.

2. ARCHITECTURAL CONTROL. No building shall be erected or placed or altered on any lot until the construction plans of the structure have been approved by the Devonshire Pointe Section One, Section Two Developer. The plans must show floor plan, quality of construction, materials, external design, location with respect to lot lines, topography and finished grade elevations. Two (2) sets of complete prints must be submitted and one (1) set will be returned to the owner. The Developer's approval or disapproval shall be in writing. Neither Devonshire Pointe Section One, Section Two Subdivision, Devonshire Pointe Section One, Section Two Developer, nor any of their respective heirs, personal representatives, successors or assigns shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any plans. Any person or entity who submits plans to the Developer agrees, by the submission of such plans, that she or he or it will not bring any action or suit against the Developer of Devonshire Pointe Section One, Section Two to act or recover any damages. At such point as the Developer in his sole discretion may decide,

the obligations and powers set forth in this paragraph may be assigned to a three (3) person architectural committee appointed by the Developer. Thereafter, members of this architectural committee may be replaced by a vote of seventy-five percent (75%) of the lot owners, with each lot having one (1) vote. Developer retains final decision for all proposals and may at any time overrule the acts or proposals of the architectural committee.

3. DWELLING SIZE.

A. GENERAL RESTRICTIONS. No dwelling shall be permitted on any lot with a living floor area of the main structure, exclusive of one-story open porches and garages, of less than the following number of square feet for the following types of dwelling, unless a variance from this building requirement shall have been approved in writing by the Devonshire Pointe Section One, Section Two developers. In specific given areas, minimum square footage will be the following:

<u>Type of Home</u>	<u>Minimum Square Footage</u>	<u>Lake Lots</u>
Ranch Style	1800 square feet	2000 square feet
2-story	2200 square feet	2400 square feet

Other style homes square feet area to be determined by Devonshire Pointe Section One, Section Two developers or the architectural committee, Architectural Control shall apply to all structures. All fireplace chimneys exposed shall be of masonry exterior (see Paragraph #2).

B. GARAGES. All dwellings must have a full-size attached garage which is capable of storing at least two (2) automobiles but not to exceed space for three (3) automobiles.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the right-of-way line than the minimum building setback lines as shown on the recorded Plat. No building shall be located nearer than eight (8) feet to any side lot line and having a total combined width of two (2) side yards of not less than twenty (20) feet. No dwelling shall be located closer than forty (40) feet to any rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall be not construed so as to permit any portion of a building on a lot to encroach upon another lot, nor violate any building code.

5. EASEMENTS. There are strips of ground variable in width, as shown on this Plat, and marked "Easement", reserved for use as roads and for the use of mains, poles, ducts, lines and wires, overland drainage flows subject at all times to the proper authorities and to the easement herein reserved. No permanent structures shall be erected or maintained upon said strip of land except as noted in paragraph 6, regarding screening of non-access easements. No changes shall be made in the grading of any lot areas used as drainage swales as initially provided which would alter the flow of the overland storm drainage runoff, but owners of lots in this sub-division shall take their titles subject to the rights of the public utilities. Furthermore, any utility company, in setting utility poles, shall have the right to set anchor poles at any change of direction of their lines. Such anchor poles may be set on any lot line outside the easement and not more than ten (10) feet from the rear line of any lot. All utility pedestals and transformers shall be erected on easements so provided.

6. **PROTECTIVE SCREENING.** Protective screening areas are established as shown on the recorded Plat and are noted as "non-access easements". Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting shall be retained and maintained throughout the entire length of areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure, except a screen fence or landscaping or wall or utilities or drainage facilities, shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities. In addition, on all lots, no screen planting over thirty-six (36) inches high shall be permitted between the building setback line and front lot line. Provided, further, that the only perimeter fencing permitted shall be a split rail (two [2] rails high, not to exceed four (4) feet high) as used by the developers throughout the addition or privacy fence of not more than six (6) feet and must conform to present architectural standards as set by the style of home thereon built, unless a variance from this fence requirement shall have been approved in writing by the Devonshire Points Section One, Section Two developer.

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

8. **PROHIBITED STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Above-ground swimming pools are prohibited. In-ground pools shall be permitted when a privacy fence is installed and blended with the established home.

9. **DRIVEWAYS.** No stone or cinder driveways shall be permitted. All driveways are to be a minimum of sixteen (16) feet wide and must be constructed of asphalt or concrete. If constructed of asphalt, the depth of the asphalt shall be at least three (3) inches thick. If constructed of concrete, the driveway shall be at least four (4) inches thick. Circular drives in front of homes (if any) shall be a minimum of nine (9) feet wide. All driveways shall be illuminated with a post lamp. If such post lamp is electric, it shall be equipped with automatic operators (electric eye) to provide light from sundown to dawn.

10. **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 the property for sale or rent, or a sign of any dimension used by a builder to advertise the property during the construction and sales period. There is reserved to Devonshire Points Section One, Section Two developer, its successors and assigns, the right to construct signs as they desire in order to foster the development promotion of the entire, and to effect sales of, lots or structures in said development.

11. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner.

12. **GARAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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

14. **COMPLETION DATE.** Any structure begun must be completed within a period of one (1) year from the date of beginning, or thereafter completely removed. The side yard and front yard of each lot shall be planted with grass seed or with sod within one hundred twenty (120) days after the structure is completed or the structure is occupied as a home, whichever is earlier. Wooded lots may use green cover, bark, stone, etc., when approved by the Developer.

15. **CONSTRUCTION.** Construction of a dwelling by recognized contractor(s) shall be completed within the period stated in paragraph 14. Unless a variance from this building requirement shall have been approved in writing by Devonshire Points Section One, Section Two developer or architectural committee.

16. **FUEL STORAGE TANKS.** All oil or fuel storage tanks must be installed underground or concealed within the main structure of the dwelling, basement or attached garage.

17. **LOT DIVISION.** There shall be no subdivision or sale of any lot by a homeowner for the purpose of building an additional dwelling.

18. **UTILITIES.** All lines for telephone and all other public utility services, either in the streets or on any lots, street or lot lighting shall be situated on posts with no lines visible.

19. **SEWER - SEPTIC SYSTEMS.** Until such time as a sanitary sewer system is constructed in the tract, or an individual sewage disposal system is approved by the Indiana Health Department, a sanitary septic system shall be installed for each dwelling erected in the tract. Such septic system shall be of a type and construction and so located on the individual lot as to be approved in writing by the appropriate regulatory agency as required in St. Joseph County. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in this tract.

20. FENCING. All fencing design shall have been approved in writing by the Developer or the architectural committee prior to installation. Privacy fence around an immediate patio or in-ground pool of not more than six (6) feet is permitted. Perimeter fencing is not allowed unless a variance from this fence requirement shall have been approved in writing by the Developer or the architectural committee.

21. DETACHED BUILDINGS. Prior approval in writing for the construction of a detached structure and its placement must be obtained from the Developer or the architectural committee. The Developer or architectural committee shall have the authority to require a protective screening or privacy fences around these structures. All structures must be of a quality construction and must be maintained in an attractive and neat appearance and blend with the established home.

22. UTILITIES AND TELEVISION ANTENNAS. All public utility services, either in the streets or on any lots, including but not limited to electric, gas and telephone service, and cable television, shall be located underground, and shall not be visible. No outside above-ground television, A.M., F.M., or short wave radio antennas of any type, including but not limited to any type of satellite dish antenna, shall be erected or maintained on any lots or structures in this subdivision. All street or lot lighting shall be situated on posts with no lines visible.

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

24. RECREATIONAL AND COMMERCIAL VEHICLES. No recreational or commercial vehicles (campers, trailers, trucks, or boats) may be kept in open areas in this subdivision, whether such open areas are on or off the lot of any lot owner.

25. HOMEOWNERS ASSOCIATION. The "Devonshire Pointe Homeowners Association, Inc.", hereinafter referred to as the "Association", which shall be an Indiana corporation, shall be created by the Developer acting on behalf of the owners and future owners of lots in this subdivision.

Each owner of a lot in Devonshire Pointe Section One shall be a member of the Association and shall be entitled to cast one (1) vote at all meetings for each lot that is owned. The purpose of the Association is to manage and to support financially all park areas, all landscaped entrance ways, and all street lighting and the provision of such security services as may be deemed advisable and practical in the sole discretion of the Association or, until such time as the Association is created by the Developer, in the sole discretion of the Developer, and all purposes as the membership deems necessary. After its creation by the Developer, the Association shall conduct a meeting at least once each year to organize itself and to elect its officers. The Association shall adopt By-Laws for its government and may levy and collect dues. The Association shall have the authority to impose and collect annual assessments for the installation and operation of street lighting, the maintenance and improvement of park areas or other "common areas", and the provision of the aforesaid security services; provided, however, that the total of such dues and assessments levied against such lot shall not exceed One Hundred Fifty Dollars (\$150.00) per lot per year for the first five (5) years. Those assessments shall be levied equally on each lot in all Additions to and Sections of the recorded Plat of Devonshire Pointe Section One, Section Two. Failure to pay said assessments or annual dues shall be a violation of these covenants and restrictions. Any such assessments or annual dues shall be billed by the Association to the owner of each lot during the month of January of each year and shall be due and payable within thirty (30) days. All lots in these Sections shall, from and after the recording of these restrictions, be subject to said annual dues and assessments. Said dues and assessments, including interest, costs of collection and attorneys' fees, if any, as hereinafter provided, shall be a lien in favor of the Association upon the lot against which such dues and assessments are charged until discharged by payment or released by the Association, which lien may, but need not, be enforced in the same manner as is provided in the mechanic's lien statutes of the State of Indiana. Notwithstanding anything to the contrary herein, the Association need not file or record or send any notice with respect to any lien or liens or bring suit thereon within any time specified in the mechanic's lien statutes of the State of Indiana to enforce the same. The Association may, but need not, publicly record such notices of undischarged liens arising hereunder as it deems appropriate and may, but need not, bring a separate independent action in any court to enforce payment of, or to foreclose, the lien created hereunder. Provided further, that any person purchasing or dealing with said lot may rely upon a certificate signed by the President or Secretary of the Association showing the amount of such certificate, and the Association shall not be entitled to enforce any lien for such charge accruing prior to the date of any such certificate unless the amount thereof is shown in the said certificate. The within above-described lien is subordinate to any first mortgage lien. The Association may also enforce the restrictions concerning accumulations of rubbish, weeds, or trash, and may own any land for use by all or less than all of the lot owners as a "common area". Any past-due annual dues, assessments, or other charges assessable hereunder shall bear interest at the rate of eight percent (8%) per annum commencing thirty (30) days after same become due and with attorneys' fees, and shall be due and payable without relief from valuation and appraisal laws. The Association may be formed for, and engage in, such other activities as may be beneficial to the lot owners, to the public at large, or which may qualify the Association as a "not-for-profit corporation or association", as defined in the Internal Revenue Code. Until such time as the Association is created by the Developer, the Developer, acting on behalf of the Association to be formed, shall be entitled to carry out the responsibilities assigned to, and enjoy and exercise the rights and

powers granted to, the Association pursuant to these restrictions; provided, however, that the total of such dues and assessments levied by the Developer in such capacity against each lot shall not exceed One Hundred Dollars (\$100.00) per lot per year so long as the Association has not been created and the Developer is acting in such capacity on behalf of the Association to be formed.

26. LAKE TADDINGTON ASSOCIATION. The owners of lots numbered 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, and 131, in addition to the other rights, restrictions and obligations set forth in these covenants, shall also be obligated to collectively maintain the wells, water level and lake liner of Lake Taddington. These obligations shall be shared with the owners of lots 111, 112, 113, 114, 115, 116, 117, 118, 119, 132, 133, 134, 135, 136, 137, and 138 when developed. All decisions concerning the wells, water level and lake liner as well as rules for use and maintenance of sea walls, piers, diving and water crafts, shall be by vote of at least sixty-five percent (65%) of the lot owners, with each lot having one (1) vote.

27. AMENDMENT OF COVENANTS. It is expressly provided that Devonshire Pointe Section One, Section Two developer, its successors or assigns, shall have the exclusive right for a period of five (5) years from the date of recording of this Plat to amend any or all of the restrictions or covenants herein contained. Such amendment shall be evidenced by the recording of a written amendment signed and recorded in the office of the Recorder of St. Joseph County and shall become effective upon such recording. This shall include the right to waive any part of the restrictions or conditions as to any particular lot. After five (5) years from the date of recording this Plat, these restrictions and limitations may be amended at any time by the recording of such amendment executed by the owners of the fee title of not less than seventy-five percent (75%) of the lots in the subdivision.

28. DURATIONS OF COVENANTS. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1998, at which time said covenants or restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then owners of the fee title of not less than seventy-five percent (75%) of the lots covered by these covenants or restrictions, it is agreed to change such covenants or restrictions in whole or in part.

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

30. ENFORCEMENT OF COVENANTS. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure, is hereby vested in each owner of a lot in Devonshire Pointe Section One, Section Two and in Devonshire Pointe Section One, Section Two developer, its successors and assigns. Developer retains the right of periodic inspection during construction to determine compliance with submitted plans. These covenants and restrictions may all be enforced by a civil action for damages and attorney fees.

31. EFFECTIVE DATE. These restrictions and covenants shall be attached to and shall be considered a part of the Plat of Devonshire Pointe Section One, Section Two, and shall become effective upon the recording of said Plat in the Office of the Recorder of St. Joseph County, Indiana.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 20th day of July, 1993.

DEVONSHIRE POINTE SECTION ONE, SECTION TWO

By: James E. Russell, Developer
James E. Russell, Developer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Personally appeared before me, the undersigned, a notary public in and for said county and state, James E. Russell, Developer, who acknowledged the execution of the foregoing Protective Restrictions, Covenants, Limitations and Easements for Devonshire Pointe Section One, Section Two as being his voluntary act and deed.

My Commission Expires:
Feb 7 1995

Jonna Massaro
Notary Public
residing in Elkhart County, IN



PROPERTY OF ST. JOSEPH COUNTY

This instrument was prepared by James L. McCaslin, Attorney at Law, 228 West High Street, Elkhart, Indiana 46516.

RETURN TO JAMES E RUSSELL
30877 CROSS CREEK
GRANGER, IN
46530

9533802

AMENDMENT TO PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS AND EASEMENTS
FOR

DEVONSHIRE POINTE SECTION ONE,
SECTION TWO AND SECTION THREE

IN
ST. JOSEPH COUNTY, INDIANA

ORDER
FILED
3 27 PM '95
FORD

PROCEED



I, ~~COMES~~ NOW JAMES E. RUSSELL, developer of Devonshire Pointe Section One, Section Two and Section Three, and does by his signature affixed to this instrument hereby amend the previous protective restrictions filed July 20 1993 in the records of the Recorder of St Joseph County being Instrument No 9327815, to provide as follows

1 Section Three of Devonshire Pointe shall be included and impressed with all of the protective restrictions, covenants, limitations and easements as previously set forth for Devonshire Pointe Section One, Section Two, and such instrument is hereby amended and each paragraph where appropriate to include the name Section Three along with Section One and Section Two

2 Paragraph 25, entitled HOMEOWNERS ASSOCIATION, shall be amended in the following manner

a) The annual assessment shall be increased from \$100 00 per year to \$150 00 per year per lot with the further condition that all lots unsold by the developer shall be excluded and exempt from said assessment until such time as they are conveyed by the developer;

b) For so long as the developer retains a lot unsold in any of the sections of Devonshire Pointe as affected by these protective restrictions covenants limitations and easements the developer shall retain power to veto any restrictions or other action of the association and the developer shall have the power to modify, revoke and otherwise submit and declare as binding, any other restrictions by-laws or other provisions in relating to the association

3 Pursuant to the power set forth in Paragraph 27 AMENDMENT OF COVENANTS, the developer expressly provides that the period of time over which the developer shall have the exclusive right to amend any and all of the restrictions or covenants shall be extended to and including June 1, 2001, and the recording of this instrument shall meet the requirements of Paragraph 25 as it relates to recording

RETURN TO: JAMES RUSSELL
30877 CROSS CREEK
GRANGER, IN 46530

PROPERTY

AMENDMENT TO PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS AND EASEMENTS
FOR

DEVONSHIRE POINTE SECTION ONE,
SECTION TWO AND SECTION THREE

IN
ST. JOSEPH COUNTY, INDIANA

COMES NOW JAMES E. RUSSELL, developer of Devonshire Pointe Section One, Section Two and Section Three, and does by his signature affixed to this instrument hereby amend the previous protective restrictions filed July 20, 1993, in the records of the Recorder of St. Joseph County, Indiana, being Instrument No. 9327815, and as amended and filed the 10th day of October 1995, in the records of the Recorder of St. Joseph County, Indiana, being instrument No. 9533802, to provide as follows:

1. Pursuant to the power set forth in Paragraph 27, AMENDMENT OF COVENANTS, the developer expressly provides that the period of time over which the developer shall have the exclusive right to amend any and all of the restrictions or covenants shall be extended to and including June 1, 2007, and the recording of this instrument shall meet the requirements of Paragraph 25 as it relates to recording;

2. Paragraph 28, DURATIONS OF COVENANTS, developer does hereby extend the period of time during which the covenants and restrictions run with the land and are binding on all parties and all persons claiming under them until June 1, 2007. The other provisions of Paragraph 28 shall remain in full force and effect.

IN WITNESS WHEREOF, the developer has set his hand and seal this 12th day of February, 2001.

DEVONSHIRE POINTE SECTION ONE,
SECTION TWO, SECTION THREE

By: James E Russell
James E. Russell, Developer

0105930

RECORDED ON

02-12-2001 1:56:52

TERRI J. RETHLAKE
ST. JOSEPH COUNTY
RECORDER

REC. FEE: 11.68
PAGES: 2

AMENDMENT TO PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS AND EASEMENTS
FOR
DEVONSHIRE POINTE
CONTINUED

PROPERTY OF ST. JOSEPH

STATE OF INDIANA

COUNTY OF Elkhart

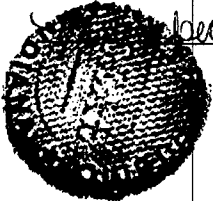
SS:

Personally appeared before me, the undersigned, a notary public in and for said county and state, James E. Russell, Developer, who acknowledged the execution of the foregoing Amendment To Protective Restrictions, Covenants, Limitations and Easements for Devonshire Pointe, Section One, Section Two, and Section Three as being his voluntary act and deed.

Julia L. Wert Notary Public
Residing in LaGrange County, IN

My Commission Expires:

Nov 8, 2008



This instrument was prepared by James L. McCaslin, Attorney at Law, 228 West High Street, Elkhart, Indiana 46516.

*Mail
James E Russell*

0720262

PROPERTY OF ST. JOSEPH COUNTY

AMENDMENT TO PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS AND EASEMENTS

FOR

DEVONSHIRE POINTE SECTION ONE,
SECTION TWO AND SECTION THREE

IN

ST. JOSEPH COUNTY, INDIANA

RETURN TO:
JAMES E. RUSSELL
30877 CROSS CREEK DR.
GRANGER, IN 46530

COMES NOW JAMES E. RUSSELL, developer of Devonshire Pointe Section One, Section Two and Section Three, and does by his signature affixed to this instrument hereby amend the previous protective restrictions filed July 20, 1993, in the records of the Recorder of St. Joseph County, Indiana, being Instrument No. 9327815, and as amended and filed the 10th day of October, 1995, and being Instrument No. 0105930, as amended and filed the 12th day of February, 2001, in the records of the Recorder of St. Joseph County, Indiana, being Instrument No. 9533802, to provide as follows:

SECTION I
9322704

SECTION II
9511169

SECTION III
9531407

1. Pursuant to the power set forth in Paragraph 27, AMENDMENT OF COVENANTS, the developer expressly provides that the period of time over which the developer shall have the exclusive right to amend any and all of the restrictions or covenants shall be extended to and including June 1, 2017, and the recording of this instrument shall meet the requirements of Paragraph 25 as it relates to the recording;

2. Paragraph 28, DURATIONS OF COVENANTS, developer does hereby extend the period of time during which the covenants and restrictions run with the land and are binding on all parties and all persons claiming under them until June 1, 2017. The other provisions of Paragraph 28 shall remain in full force and effect.

IN WITNESS WHEREOF, the developer has set his hand and seal this 24th day of May, 2007.

DEVONSHIRE POINTE SECTION ONE,
SECTION TWO, SECTION THREE

By: James E Russell
James E. Russell, Developer

PROPERTY OF ST. JOSEPH

AMENDMENT TO PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS AND EASEMENTS
FOR

DEVONSHIRE POINTE
CONTINUED

0720262

RECORDED AS PRESENTED ON

05/24/2007 02:44:19PM

TERRI J. RETHLAKE
ST. JOSEPH COUNTY
RECORDER

REC FEE: \$21.41
PAGES: 2

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH

Personally appeared before me, the undersigned, a notary public in and for said county, James E. Russell, Developer, who acknowledged the execution of the foregoing Amendment to Protective Restrictions, Covenants, Limitations and Easements for Devonshire Pointe Section One, Section Two, and Section Three as being his voluntary act and deed.



[Signature]

, Notary Public

Residing in ST JOSEPH County, IN

My commission Expires:
7/19/09

MICHAEL A BEITZINGER
NOTARY PUBLIC STATE OF INDIANA
ST. JOSEPH COUNTY
MY COMMISSION EXP. JULY 19, 2009

PREPARED BY JAMES E RUSSELL

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)
JAMES E RUSSELL