



**AMENDED PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS AND
EASEMENTS FOR THE SUMMIT**

Section One, Section Two, Section Three, Section Four, Section Five, Section Six, Section Seven, Section Eight and Section Nine: Section One consisting of Lots 1 through 9, inclusive, and recorded on November 24, 1998, at Plat Book 25, Page 4, as Instrument No. 98038407, Section Two consisting of Lots 10 through 20, inclusive, and recorded on September 19, 2000, at Plat Book 26, Page 46, as Instrument No. 2000-25667, Section Three consisting of Lots 133 through 140 and Lots 144 through 157, all inclusive, and recorded on November 27, 2001, at Plat Book 27, Page 43, as Instrument No. 2001-38216, Section Four consisting of Lots 87 through 89 and Lots 158 through 161, all inclusive, and recorded on November 20, 2002, at Plat Book 28, Page 14, as Instrument No. 2002-42632, Section Five consisting of Lots 21 through 31, Lots 48 through 52, Lots 110 through 117, and Lots 141 through 143, all inclusive, and recorded on July 21, 2004, at Plat Book 29, Page 51, as Instrument No. 2004-24819, Section Six consisting of Lots 32 through 40 and Lots 53 through 57, all inclusive, and recorded on October 20, 2005, at Plat Book 30, Page 59, as Instrument No. 2005-33569, and Section Seven consisting of Lots 58 through 67 and Lots 70 through 76, all inclusive, and recorded on October 5, 2006, at Plat Book 31, Page 38, as Instrument No. 2006-29632, and Section Eight consisting of Lots 118 through 121, all inclusive, and Lots 68 through 69, and Lots 77 through 81, all inclusive, and Lot 96, and Lots 98 through 109, and recorded on September 2, 2014, at Plat Book 35, Page 43, as Instrument No. 2014-16482. And Section Nine consisting of Lots 82 through 88, Lots 90 through 95, Lots 189 through 193 and the re-plat of lot 160 (Section 4) and recorded on June 7, 2016, at Plat Book 36, Page 40, as Instrument No. 2016-10681.

In

Elkhart County, Indiana

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

A. With respect to all of the lots in Sections One, Two, Three, Four and Five, the Developer (defined below) has the authority to impose these covenants and restrictions pursuant to the Protective Restrictions, Covenants, Limitations and Easements for The Summit, Section One, Section Two, Section Three, Section Four and Section Five recorded September 13, 2005, as Instrument No. 2005-29173 (the "Second Restated Restrictions").

B. With respect to all of the lots in Section Six and Section Seven, the Developer has the authority to impose these covenants and restrictions pursuant to the Restated Restrictions, which were imposed on Section Six pursuant to the Plat of The Summit, Section Six, recorded on October 20, 2005, at Plat Book 30, Page 59, as Instrument No. 2005-33569 and which were imposed on Section Seven pursuant to the Plat of The Summit, Section Seven recorded on October 5, 2006, at Plat Book 31, Page 38, as Instrument No. 2006-29632, etc. and were imposed on Section Eight pursuant to the Plat of The Summit, Section Eight, recorded on September 2, 2014, at Plat Book 35, Page 43, as Instrument No. 2014-16482, and The Plat of Section Nine recorded on June 7, 2016, at Plat Book 36, Page 40, as Instrument No. 2016-10681.

C. With respect to all of the lots in Sections One through Nine, inclusive, the Developer recorded with the Elkhart County Recorder the Protective Restrictions, Covenants & Limitations and Easements for the Summit on June 7, 2016 as Instrument No. 2016-10682.

D. The Protective Restrictions, Covenants & Limitations and Easements for The Summit are hereby amended and titled Amended Protective Restrictions, Covenants, Limitations and Easements for The Summit pursuant to Paragraph 30 thereof by the Developer by means of this instrument, the provisions of which shall govern and control in the event of any conflict between the provisions of this instrument and the provisions of any earlier recorded instrument.

Consequently, all the lots in Section One, Section Two, Section Three, Section Four, Section Five, Section Six, Section Seven, Section Eight and Section Nine (hereinafter sometimes referred to as "The Summit" or "this subdivision") shall hereinafter be referred to as "the lots" or "the lot" and the lots shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth; and they shall be considered a part of the conveyance of any lot in said Sections without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all lots in said Sections; and they shall run with the land and shall inure to the benefit of and be enforceable by the owner, or owners, of any land or lots included in said Sections, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners, present or future, of any land or lot included in said Sections shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation hereof; but there shall be no right of reversion or forfeiture of title resulting from such violation. The restrictions and limitations imposed upon said Sections are as follows:

1. ARCHITECTURAL CONTROL COMMITTEE. In order to maintain harmonious structural design, no building for the principal use of residential dwelling or any other structure may be erected on any lot, unless and until the plans and specifications therefor have been approved in writing by The Summit Architectural Control Committee. There is hereby created The Summit Architectural Control Committee which shall consist of three (3) persons appointed by Segra Properties, LLC, hereinafter referred to as the "Developer", or its successors and assigns who shall serve until they are removed by the Developer or have resigned. This Committee may designate any one of its members to act on its behalf. In the event of any vacancy on the Committee, the Developer shall appoint a replacement. The Committee shall have the authority to approve all plans and specifications for all structures to be erected in the subdivision. No construction of any structure shall be commenced until the Committee shall have issued its written approval. The decision of the Committee shall be entirely within its discretion. The authority of the Committee shall expire twenty (20) years after the date of the recording of these covenants and restrictions, subject to the provisions of Paragraph 30 hereof.

2. (a) 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; exceptions may be made to this section only if they are unanimously approved in writing by the Architectural Control Committee.

(b) HOME OCCUPATIONS. No lot or lots 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 residence dwelling and participated in solely by a member of the immediate family residing in said residence, which use is clearly incidental and secondary to the use

of the dwelling for dwelling purposes and does not change the character thereof and in connection with which there is: a) 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; b) No commodity sold upon the premises; c) No person employed other than a member of the immediate family residing on the premises; and d) No mechanical or electrical equipment used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation.

3. ARCHITECTURAL CONTROL COMMITTEE. No building or other structure shall be erected, constructed, placed, maintained, or altered on any lot, nor shall the natural topography or drainage of any lot be altered, until the construction plans for the structure or for the topographical alterations have been approved by the Architectural Control Committee. The plans must show floor plan, quality of construction, materials, outside colors to be used, harmony of external design with existing structures and location with respect to lot lines, topography and finish grade elevations. Two (2) sets of complete plans must be submitted. One will be retained in the Developer's Office and one will be returned to the builder. The Committee's approval or disapproval as required in these covenants shall be in writing. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed or maintained upon any lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. Neither the Developer, the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent lot owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

4. DWELLING SIZE.

(a) GENERAL 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 dwellings. Such minimum square footage with respect to Section One, Section Two, Section Three, Section Four, Section Five and Section Six of The Summit will be the following:

<u>Type of Home</u>	<u>Minimum Square Footage</u>
Ranch Style	1,500 square feet
2 Story	2,000 square feet
1-112 Story and Bi-Level	1,500 square feet (permitted only on specified terrain)

Provided, however, such minimum square footage with respect to Section Seven, Section Eight and Section Nine of The Summit will be the following:

<u>Type of Home</u>	<u>Minimum Square Footage</u>
Ranch Style	1,800 square feet
2 Story	2,000 square feet
1-112 Story and Bi-Level	1,800 square feet (permitted only on specified terrain)

(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; exceptions may be made to this section only if they are unanimously approved in writing by the Architectural Control Committee.

5. 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. Each building shall be located no nearer than eight (8) feet from any side lot line but shall have a total combined width for the 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 not be construed so as to permit any portion of a building on a lot to be located nearer than eight (8) feet from any side lot line or twenty (20) feet from any building on an adjacent lot, whichever distance is greater.

6. EASEMENTS. There are strips of ground variable in width, as shown on the Plats, and marked "Easement", reserved for use as roads and for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, and 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 Paragraphs 7 and 8, 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 overland storm drainage runoff, but owners of lots in this subdivision 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 or within five (5) feet of the nearest corner lot.

7. PROTECTIVE SCREENING. Protective screening areas are established as shown on the recorded Plats and are noted as "non-access easements". Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", plantings shall be retained and maintained throughout the entire length of such 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, no screen planting over thirty-six (36) inches high shall be permitted between the building setback line and front lot line on all lots.

8. PERIMETER FENCING. The only perimeter fencing permitted shall be an open decorative fence no more than four (4) feet high or a privacy fence around an immediate patio of not more than six (6) feet high which must conform to present architectural standards as set by the style of home built thereon and be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee. The Architectural Control Committee determination of approving or denying an application for the installation of a fence shall be based on visibility, cohesiveness and maintaining the natural aesthetic look of the neighborhood. When possible, the Architectural Control Committee will emphasize the installation of natural barriers between properties over fencing and preserving natural trees and landscaping.

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

10. PROHIBITED STRUCTURES. No trailer, modular home, manufactured home, prebuilt home, basement, tent, shack, garage, barn, outbuilding or any structure of a temporary character shall be moved onto, assembled or constructed on any lot and used at any time as a residence, either temporarily or permanently.

11. TENNIS COURTS AND POOLS. No tennis courts or swimming pools shall be permitted. Below ground pools may be allowed but only with prior written approval by the Architectural Control Committee.

12. DETACHED BUILDINGS. The construction and placement of any detached storage or pet shelter structures to be used for the storage of lawn tools, toys, or any other personal property or for the shelter of pets must be of a quality construction and must be maintained in attractive and neat appearance and blend with the established home and be submitted to the Architectural Control Committee for approval before beginning construction. The Architectural Control Committee shall have the authority to require protective screening around these structures. Approval for the construction of the structure must be obtained from the Architectural Control Committee as provided for in Paragraph 1 hereof.

13. DRIVEWAYS AND CHIMNEYS. No stone or cinder driveways shall be permitted. All driveways are to be a minimum of twelve (12) feet wide and must be constructed of asphalt, brick 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) may be a minimum of eight (8) feet wide. All fireplace chimneys shall be of masonry construction unless approved otherwise by the Architectural Control committee.

14. 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 the Developer, its successors and assigns, the right to construct signs as they desire in order to foster the promotion and effect sales of lots or structures in said development.

15. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided 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.

16. GARBAGE 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No incinerators are permitted and no burning of trash, garbage or other waste material is allowed in this subdivision.

17. MAINTENANCE OF LOTS. All lots, whether developed or undeveloped, shall be properly maintained in accordance with normal accepted maintenance standards, as determined in the sole discretion of the Board of Directors of the Association (defined in paragraph 25), and shall be free of debris at all times. If any lawn, landscaping, or lot within the neighborhood, whether developed or undeveloped, is not properly maintained, the Board of Directors of the Association may authorize a yard maintenance company to mow, rake, trim and remove debris from such property or lot at the expense of the lot owner. All rubbish, trash, garbage, debris, grass clippings, branches, leaves, yard waste, and any other waste shall be properly disposed of and shall not under any circumstances be moved, blown, carried, deposited, dumped or relocated onto any streets, common areas, or public areas in the neighborhood on onto any lots owned by any other lot owners.

18. 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.

19. 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, front and rear yards of each lot shall be planted with grass seed, sod or ground cover, unless otherwise approved by the Architectural Control Committee, within one hundred and twenty (120) days after the structure is completed, or the structure is occupied as a home, whichever is earlier.

20. 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.

21. FUEL STORAGE CONTAINERS. No oil or fuel storage containers may be installed, stored or otherwise located on any lot, except portable, government-approved containers for LP gas, gasoline or other such materials used for household purposes, provided that such containers are concealed within the main structure of the dwelling, basement or attached garage.

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

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

24. RECREATIONAL, COMMERCIAL VEHICLES AND PARKING OF 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. All automotive vehicles to be parked overnight shall be located entirely within a garage or driveway. Any vehicles parked in a driveway must be operational and in good condition.

25. HOMEOWNERS ASSOCIATION. "The Summit Homeowner's 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 The Summit 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; provided, however, if a lot owner owns two (2) lots with only one (1) residence constructed on the two (2) lots then such homeowner shall only be entitled to one (1) vote. The purpose of the Association is to manage and to support financially all park areas or other "common 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. The Association shall reimburse the Developer for the costs of the installation of street lighting over a period mutually acceptable to Developer and the Association, but in no event longer than ten (10) years, and hold Developer harmless for the electric charges relating to such street lighting. Assessments shall be levied equally on each lot in all Additions to and Sections of the recorded Plats of The Summit. 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 covenants and restrictions, be subject to said annual dues and assessments. The total of the annual dues and assessments shall not be more than One Hundred Seventy-Five Dollars (\$175.00) per year per lot owned (the "Maximum Annual Assessment"), except as hereinafter adjusted. After the Maximum Annual Assessment is fixed at One Hundred Seventy-Five Dollars (\$175.00) for a particular year, it may thereafter be increased annually by the greater of (i) three percent (3%) or (ii) the percentage that the CPI has increased upon the comparison of the Index for January of the year in which the increase in the Maximum Annual Assessment is to be made and the Index for January of the immediately preceding year. As used herein, "CPI" means the Consumer Price Index for All Urban Consumers (All Items) published by the Bureau of Labor Statistics of the United States Department of Labor. In the event the Bureau discontinues publishing the CPI, a comparable index will instead be used as a basis for making any adjustments under this paragraph.

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 lien, 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". A Ten Dollar (\$10.00) late fee will be assessed for every thirty (30) days after the due date until dues are paid in full. In the event that the annual dues for a particular lot are not paid in full within thirty (30) days after the date upon which such annual dues became due: (i) a lien may be recorded against any lot(s) owned by the lot owner(s) for the amount of such unpaid annual dues, plus costs of collection and reasonable attorneys' fees; and (ii) legal action may be initiated to collect all amounts owing by the delinquent lot owner(s) to foreclose the lien securing such indebtedness.

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 covenants and 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 Fifty Dollars (\$150.00) 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. The Developer shall not be obligated to pay any dues or assessments whatsoever on any lots which the Developer owns on which no home has been constructed. In other words, as long as the Developer owns a lot and has not constructed a home on that lot, no dues or assessments may be charged to the Developer or on that Lot. The term "Developer" includes any successors in interest to the Developer which would be a substitute Developer for the entire subdivision. But, the term "Developer" does not include a purchaser of an individual lot or more than one lot if such person is not defined as the "Developer" of the subdivision.

This particular prohibition against charging the Developer dues and assessments or any other sums of money in connection with the ownership of any lots by the Developer cannot be amended without the prior written consent of the Developer.

26. UTILITIES, TELEVISION ANTENNAS AND SATELLITE DISH 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 A.M., F.M., or short wave radio antennas of any type 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. To assure the enforcement of this restriction, the Developer, for itself, its successors, and assigns, does hereby agree:

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

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

(c) To require owners to assume all landscaping responsibility and restoration of paved or planted areas made necessary by maintenance, replacement, or expansion of the underground service facilities;

(d) To require accessibility to all strips in which underground service is located for operation, maintenance, or replacement of facilities; and

(e) To require that the owner of any building erected on the property must pay any cost differential for underground service laterals.

As concerns television antennas and satellite dish antennas, a property owner may erect a direct broadcast satellite (DBS) dish that is not more than one meter in diameter, an antenna

designed to receive multi-channel multi-point distribution service (MMDS) that is not more than one meter in diameter or diagonal measurement, or an antenna to receive television broadcast service (TVBS). Any such dish or antenna and its support structure must meet all existing safety codes and laws governing historic preservation. The antenna must be placed, to the extent feasible, in locations that are not visible from the street or other common property. The owner may be required by the Architectural Control Committee, at the owner's cost, to plant shrubbery or provide other screening around such dish or antenna and to ensure that the color of the dish or antenna and its installation is harmonious with the landscape and architecture, so long as these requirements do not unreasonably impair such owner's installation, maintenance or use of any such dish or antenna. No satellite dish or antenna shall be installed until the Architectural Control Committee has approved, in writing, the placement of the dish or antenna under procedures and restrictions described herein or such other government regulations which control or regulate such installation.

27. SEPTIC SYSTEMS. If sewer service is not available, a sanitary septic system shall be installed at the lot owner's expense 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 Elkhart County and the State of Indiana. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in this tract.

28. FIRES. No fire shall be permitted to burn upon any street, lot or roadway in this subdivision. The use of outdoor fire pits (maximum interior diameter of forty-eight inches (48") or outdoor fireplaces will be permitted for recreational use only.

29. CONVEYANCE OF COMMON AREAS TO ASSOCIATION. The Developer hereby covenants for itself, its successors and assigns, that it will convey fee simple title to all common areas in this subdivision to The Summit Homeowner's Association, Inc., not later than five (5) years after all lots in this subdivision have been sold by the Developer, its successors and assigns.

30. AMENDMENT OF COVENANTS. It is expressly provided that the Developer, its successors, or assigns, shall have the exclusive right for a period of five (5) years from the date of recording of these covenants and restrictions to amend any or all of the restrictions or covenants herein contained; except that the Developer, its successors or assigns, shall not, during such five-year period, increase the One Hundred Seventy-Five Dollar (\$175.00) limitation on the total dues and assessments which may be levied annually by The Summit Homeowners Association, Inc., against any lot, subject to the annual increase of the Maximum Annual Assessment permitted by the provisions of Paragraph 25. Such amendment shall be evidenced by the recording of a written amendment signed and recorded in the Office of the Recorder of Elkhart 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 of these covenants and restrictions, these covenants and restrictions, including that provision of Paragraph 25 which places a One Hundred Seventy-Five Dollar (\$175.00) maximum on the total dues and assessments which may be levied annually by The Summit Homeowners Association, Inc., against any lot, subject to the annual increase of the Maximum Annual Assessment permitted by the provisions of Paragraph 25, 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.

31. DURATION OF COVENANTS. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until September 1, 2026, at which time said covenants and 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 and restrictions, it is agreed to change such covenants and restrictions in whole or in part.

32. 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 covenants and restrictions shall remain in full force and effect.

33. 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 The Summit, and in The Summit Homeowner's Association, Inc., its successors and assigns. These covenants and restrictions may all be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons vested with the title to any of the lots hereinbefore described, The Summit Homeowner's Association, Inc., its successors and assigns, or the Developer, to proceed either in law or in equity, against such person or persons violating or attempting to violate any such covenants, and to enjoin them from so doing, to recover damages for such violation and to seek all other appropriate relief. In the event that The Summit Homeowner's Association, Inc., or the Developer should employ counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including reasonable attorneys' fees, shall be paid by the owner of such lot or lots against whom such enforcement action is brought, and The Summit Homeowner's Association, Inc., or the Developer, as the case may be, shall have a lien upon such lot or lots to secure such lot owner's payment of all such costs, which lien may be enforced in the same manner as is provided in Paragraph 25 of these covenants and restrictions.

34. EFFECTIVE DATE. These covenants and restrictions shall be deemed to be attached to and shall be considered a part of the Plat of The Summit, Section One, the Plat of The Summit, Section Two, the Plat of The Summit, Section Three, the Plat of The Summit, Section Four, the Plat of The Summit Section Five, the Plat of The Summit Section Six, the Plat of The Summit Section Seven, the Plat of The Summit Section Eight, and the Plat of Section Nine and shall become effective upon their recording in the Office of the Recorder of Elkhart County, Indiana.

The Developer, pursuant to the authorizations set forth in Subparagraphs A, B and C hereof, and Paragraph 30 of this aforesaid document, and the previously recorded restrictive covenants, and otherwise, has executed this instrument to impose the Amended Protective Restrictions, Covenants, Limitations and Easements set forth herein on all such lots in The Summit, Section One, Section Two, Section Three, Section Four, Section Five, Section Six, Section Seven, Section Eight and Section Nine.

"Developer"

SEGRA PROPERTIES, LLC

By: Robert D. Slabaugh
Robert D. Slabaugh, President

ATTEST:

Georgia K. Slabaugh
Georgia K. Slabaugh, Secretary

STATE OF INDIANA)
) SS:
ELKHART COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, this 18 day of December, 2019, personally appeared Robert D. Slabaugh, President and Georgia K. Slabaugh, Secretary of Segra Properties, LLC and acknowledged the execution of the above and foregoing instrument to be their voluntary act and deed.

Witness my hand and official seal this 18 day of December, 2019.

Commission Number:
#681079

My Commission Expires:
4/25/24

Laura A. Hooley
Laura A. Hooley, Notary Public,
Residing in Elkhart County, Indiana



I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. P. Shawn Lewis, Esq.

This instrument was prepared by P. Shawn Lewis, Esc., Beaverson Law Group, PC, 234 Waterfall Drive, Suite A, Elkhart, Indiana 46516.

EXHIBIT A

LEGAL DESCRIPTION FOR THE SUMMIT, SECTION ONE

A part of the Southwest Quarter of Section 4, Township 37 North, Range 7 East, Middlebury Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 4, Township 37 North, Range 7 East; thence North 00 degrees 24 minutes 38 seconds West, along the East line of said Quarter Section, 40.00 feet to the point of beginning of this description; thence continuing along said line and bearing a distance of 434.02 feet; thence North 52 degrees 37 minutes 05 seconds West, a distance of 433.32 feet; thence South 37 degrees 20 minutes 02 seconds West, a distance of 452.10 feet to the point of curvature of a curve to the left with a long chord bearing South 18 degrees 07 minutes 18 seconds West, a distance of 64.75 feet and an arc distance of 65.94 feet; thence South 00 degrees 20 minutes 18 seconds East, a distance of 276.08 feet; thence due East, parallel to the South line of said Quarter Section, a distance of 640.12 feet to the point of beginning, containing 7.88 acres more or less.

LEGAL DESCRIPTION FOR THE SUMMIT, SECTION TWO

A part of the Southwest Quarter of Section 4, Township 37 North, Range 7 East, Middlebury Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 4, Township 37 North, Range 7 East; thence North 00 degrees 24 minutes 38 seconds West, along the East line of said Quarter Section, a distance of 40.00 feet; thence due West, parallel with the South line of said Quarter Section, a distance of 640.12 feet to the point of beginning of this description; thence North 00 degrees 20 minutes 18 seconds East, a distance of 276.08 feet to the point of curvature of a curve to the right with a long chord bearing North 18 degrees 07 minutes 18 seconds East, a distance of 64.75 feet and an arc distance of 65.94 feet; thence North 37 degrees 20 minutes 02 seconds East, a distance of 452.10 feet; thence North 52 degrees 37 minutes 05 seconds West, a distance of 568.05 feet; thence South 36 degrees 14 minutes 15 seconds West, a distance of 523.38 feet; thence South 06 degrees 45 minutes 36 seconds West, a distance of 113.10 feet; thence South 03 degrees 19 minutes 55 seconds East, a distance of 285.97 feet; thence due South, a distance of 222.02 feet; thence due East, parallel with and 40 feet North of the South line of the Southwest Quarter of said Section 4, a distance of 461.51 feet to the point of beginning, containing 11.54 acres more or less.

LEGAL DESCRIPTION FOR THE SUMMIT, SECTION THREE

A part of the Southwest Quarter of Section 4, Township 37 North, Range 7 East, Middlebury Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 4, Township 37 North, Range 7 East; thence North 00 degrees 24 minutes 38 seconds West, along the East line of said Quarter Section, a distance of 474.02 feet to the point of beginning of this description; thence North 52 degrees 37 minutes 05 seconds West, a distance of 378.34 feet; thence North 50 degrees 35 minutes 50 seconds West, a distance of 49.38 feet; thence North 52 degrees 37 minutes 05 seconds West, a distance of 329.52 feet; thence North 44 degrees 56 minutes 00 seconds East, a distance of 106.01 feet; thence North 18 degrees 53 minutes 00 seconds West, a distance of 641.98 feet; thence North 10 degrees 03 minutes 00 seconds East, a distance of 386.72 feet; thence North 28 degrees 47 minutes 00 seconds West, a distance of 143.18 feet; thence North 61 degrees 13 minutes 00 seconds East, a distance of 260.00 feet; thence South 28 degrees 47 minutes 00 seconds East, a distance of 69.22 feet; thence North 75 degrees 31 minutes 00 seconds East, a distance of 475.75 feet to a point on the East line of the Southwest Quarter of said Section 4; thence South 00 degrees 24 minutes 38 seconds East, along the East line of said Quarter Section, a distance of 1833.41 feet to the point of beginning of this description. Containing 22.56 acres more or less. Subject to all easements, restrictions and public right of ways of record.

LEGAL DESCRIPTION FOR THE SUMMIT, SECTION FOUR

A part of the Southwest and the Northwest Quarters of Section 4, Township 37 North, Range 7 East, Middlebury Township, Elkhart County, Indiana, and being more particularly described as follows:

Beginning at a stone found at the center of Section 4, Township 37 North, Range 7 East; thence South 00 degrees 30 minutes 25 seconds East along the East line of the Southwest Quarter of said Section 4, a distance of 374.06 feet to the Northeast corner of Lot number 151 in the Summit, Section 3, as recorded in Plat Book 27 Page 43; thence South 75 degrees 31 minutes 00 seconds West along the North line of the Summit, Section 3, a distance of 475.75 feet to the Northwest corner of Lot number 152 in said subdivision; thence North 28 degrees 47 minutes 00 seconds West, a distance of 69.22 feet; thence South 61 degrees 13 minutes 00 seconds West, a distance of 205.00 feet; thence North 28 degrees 47 minutes 00 seconds West, a distance of 225.43 feet to a point of curve to the left having a radius of 175.00 feet at a central angle of 16 degrees 34 minutes 31 seconds; thence Northeasterly along the arc, a distance of 50.63 feet; thence North 21 degrees 14 minutes 36 minutes East, a distance of 37.18 feet to a point of curve to the right having a radius of 125.00 feet and a central angle of 24 degrees 25 minutes 36 seconds; thence Northeasterly along the arc, a distance of 53.29 feet to a point of curve to the right having a radius of 29.00 feet and a central angle of 105 degrees 32 minutes 30 seconds; thence along the arc, a distance of 53.42 feet to a point of a curve to the left, having a radius of 350.00 feet and a central angle of 2 degrees 26 minutes 45 seconds; thence Southeastwardly along the arc, a distance of 14.94 feet to the point of tangency; thence South 28 degrees 47 minutes 00 seconds East, a distance of 57.56 feet; thence North 61 degrees 13 minutes 00 seconds East, a distance of 50.00 feet; thence North 28 degrees 47 minutes West, a distance of 57.56 feet to a point of curve to the right having a radius of 350.00 feet and a central angle of 28 degrees 47 minutes 00 seconds; thence Northwestwardly along the arc, a distance of 150.71 feet to the point of tangency; thence due North, a distance of 5.17 feet; thence south 89 degrees 23 minutes 00 seconds West, a distance of 247.19 feet; thence due South, a distance of 290.82 feet; thence South 89 degrees 23 minutes 00 seconds West, a distance of 127.40 feet; thence due North, a distance of 290.82 feet; thence North 89 degrees 23 minutes 00 seconds East, a distance of 314.60 feet, a thence due North, a distance of 683.68 feet to a point on the South line of a tract of land recorded in Deed Volume 364 Page 847 in the Office of the Recorder of Elkhart County, Indiana; thence North 89 degrees 23 minutes 00 seconds East along the South line of said tract, a distance of 622.58 feet to a point on the West line of Locust Ridge Estates as recorded in Plat Book

14 Page 38; thence South 02 degrees 26 minutes 46 seconds East (South 02 degrees 00 minutes East recorded) along the West line of said subdivision, a distance of 683.99 feet to the point of beginning of this description, containing 18.51 acres, more or less.

**LEGAL DESCRIPTION FOR THE SUMMIT,
SECTION FIVE**

A part of the Southwest Quarter of Section 4, Township 37 North, Range 7 East, Middlebury Township, Elkhart County, Indiana, and being more particularly described as follows:

Commencing at a Harrison Monument found marking the Southwest corner of the Southwest Quarter of Section 4, Township 37 North, Range 7 East; thence due East, along the South line of said quarter section, a distance of 1080.66 feet to the point of beginning of this description; thence due North, a distance of 659.86 feet; thence due West, parallel with the South line of said quarter section, a distance of 90.00 feet; thence due North, a distance of 225.08 feet; thence North 06 degrees 41 minutes 05 seconds West, a distance of 52.16 feet; thence North 21 degrees 13 minutes 22 seconds West, a distance of 217.48 feet; thence North 52 degrees 37 minutes 15 seconds East, a distance of 53.58 feet; thence North 90 degrees 00 minutes 00 seconds east, parallel with the South line of said quarter section, a distance of 152.21 feet; thence North 22 degrees 07 minutes 34 seconds West, a distance of 206.20 feet; thence North 35 degrees 28 minutes 46 seconds East, a distance of 375.00 feet; thence South 84 degrees 53 minutes 17 seconds East, a distance of 641.79 feet to a point on the West line of lot number 154 in the summit section three recorded in plat book 27 page 43 in the office of the recorder of Elkhart County, Indiana; thence South 18 degrees 53 minutes 00 seconds East along the West line of lot 154 and lot 144, a distance of 403.42 feet to the Northwest corner of lot number 140 in said section; thence South 71 degrees 06 minutes 53 seconds West, a distance of 20.00 feet; thence South 16 degrees 09 minutes 47 seconds East, a distance of 264.78 feet to a point on the northwesterly line of lot number 135 in said section three; thence South 48 degrees 38 minutes 41 seconds West, along the northwesterly line of said lot number 135 to the most westerly corner of said lot and being on the northerly line of lot number 12 in the Summit Section Two recorded in plat book 26 page 46; thence North 52 degrees 37 minutes 05 seconds West, along the northerly line of lot 12 and lot 13 in said section two, a distance of 238.53 feet to the most northerly corner of lot number 13 in said section two; thence South 36 degrees 14 minutes 15 seconds West, along the westerly line of said section two, a distance of 523.38 feet; thence South 06 degrees 45 minutes 36 seconds West, along the westerly line of said section two, a distance of 113.10 feet; thence South 03 degrees 19 minutes 55 seconds East, along the westerly line of said section two, a distance of 285.97 feet; thence due South, along the westerly line of said section two, a distance of 262.02 feet to a point on the South line of said quarter section; thence due West, along the South line of said quarter section, a distance of 453.08 feet to the point of beginning of this description, containing 25.42 acres, more or less.

**LEGAL DESCRIPTION FOR THE SUMMIT,
SECTION SIX**

A part of the Southwest Quarter of Section 4, Township 37 North, Range 7 East, Middlebury Township, Elkhart County, Indiana, and being more particularly described as follows:

Commencing at a Harrison Monument found marking the Southwest Corner of the Southwest Quarter of Section 4, Township 37 North, Range 7 East; thence due East, along the South line of said Quarter Section, a distance of 613.01 feet to the point of beginning of this description; thence due North, a distance of 222.43 feet; thence North 11 degrees 18 minutes 36 seconds East, a distance of 10.20 feet to the point of curvature of a curve to the left; thence Northwesterly along the arc of said curve having a radius of 175.000 feet and a long chord of 112.03 feet bearing north 18 degrees 40 minutes 05 seconds West, a distance of 114.04 feet to the point of tangency of said curve; thence North 37 degrees 20 minutes 10 seconds West, a distance of 438.02 feet; thence North 52 degrees 37 minutes 14 seconds East, a distance of 745.60 feet to the Northwest corner of lot number 52 as the said lot is known and designated on the recorded plat of The Summit, Section Five recorded in Plat Book 29, Page 51 in the Office of the Recorder of Elkhart County, Indiana; thence South 21 degrees 13 minutes 22 seconds East, along the West line of said lot, a distance of 217.48 feet to the Southwest corner of said lot; thence South 06 degrees 41 minutes 05 seconds East, a distance of 52.16 feet to the Northwest corner of lot number 31 in said Section Five; thence due South, along the West line of said lot number 31, a distance of 225.08 feet to the Southwest corner of lot number 31; thence due East, along the South line of said lot number 31, a distance of 90.00 feet to the Northwest corner of lot number 29 in said Section Five; thence due South along the West line of lots number 29, 28 and 27 in said Section Five, a distance of 659.86 feet to a point on the South line of said Quarter Section; thence due West, along the South line of said Quarter Section, a distance of 467.76 feet to the point of beginning of this description, containing 12.44 acres, more or less. Subject to right of ways, easements and restrictions of record.

**LEGAL DESCRIPTION FOR THE SUMMIT,
SECTION SEVEN**

A part of the Southwest Quarter of section 4, Township 37 North, Range 7 East, Middlebury Township, Elkhart County, Indiana, and being more particularly described as follows: commencing at a Harrison monument found marking the Southwest corner of the Southwest Quarter of Section 4, Township 37 North, Range 7 East; thence North 01 degrees 33 minutes 20 seconds West, along the West line of said Quarter Section, a distance of 381.99 feet to the point of beginning of this description; thence continuing along said line and bearing, a distance of 973.00 feet; thence North 90 degrees 00 minutes 00 seconds east, parallel with the South line of said Quarter Section, a distance of 387.03 feet; thence North 09 degrees 46 minutes 35 seconds East, a distance of 66.25 feet; thence North 90 degrees 00 minutes 00 seconds East, parallel with the South line of said Quarter Section, a distance of 253.68 feet; thence North 09 degrees 46 minutes 35 seconds East, a distance of 100.78 feet; thence North 90 degrees 00 minutes 00 seconds East, parallel with the South line of said Quarter Section, a distance of 133.65 feet; thence North 35 degrees 28 minutes 46 seconds East, a distance of 22.16 feet; thence South 54 degrees 31 minutes 15 seconds East, a distance of 300.00 feet to the most westerly corner of lot number 117 as the said lot is known and designated on the recorded plat of the Summit Section Five recorded in Plat Book 29, page 51 in the Office of the Recorder of Elkhart County, Indiana; thence South 22 degrees 07 minutes 34 seconds East, along the southwesterly line of said lot, a distance of 206.20 feet to the most southerly corner of said lot 117; thence North 90 degrees

00minutes 00 seconds West, a distance of 152.21 feet; thence South 52 degrees 37 minutes 14 seconds West, along the North line of the Summit Section Six, a distance of 799.18 feet to the West right of way of Alverstone Drive West; thence South 37 degrees 20 minutes 03 seconds East, along the west right of way of Alverstone Drive West, a distance of 383.57 feet; thence North 90 degrees 00 minutes 00 seconds West, parallel with the South line of said Quarter Section, a distance of 556.49 feet to the point of beginning of this description, containing 16.55 acres, more or less. Subject to right of ways, easements and restrictions of record.

LEGAL DESCRIPTION FOR THE SUMMIT, SECTION EIGHT

A part of the Southwest Quarter of Section 4, Township 37 North, Range 7 East, Middlebury Township, Elkhart County, Indiana, and being more particularly described as follows: beginning of at the Northwest corner of lot number seventy-six (76) as the said lot is known and designated on the plat of the Summit Section Seven as recorded in Plat Book 31, page 38 in the Office of the Recorder of Elkhart County, Indiana; thence North 01 degrees 33 minutes 20 seconds West, along the West line of said Southwest Quarter, a distance of 377.97 feet; thence North 61 degrees 18 minutes 51 seconds East, a distance of 578.18 feet; thence North 54 degrees 31 minutes 15 seconds West, a distance of 20.00 feet to the beginning of a curve, concave to the northeast having a radius of 325.00 feet; thence northwesterly along said curve, through a central angle of 10 degrees 24 minutes 59 seconds, having a radius of 325.00 feet, a distance of 59.08 feet; thence North 46 degrees 33 minutes 31 seconds East, a distance of 249.30 feet; thence South 54 degrees 31 minutes 08 seconds East, a distance of 430.86 feet; thence North 55 degrees 42 minutes 52 seconds East, a distance of 181.34 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 740.97 feet; thence North 58 degrees 57 minutes 55 seconds East, 66.07 feet to the northwest corner of Lot 157 of the Summit Section Three as recorded in Plat Book 27, page 43 in the Office of the Recorder of Elkhart County, Indiana; thence South 28 degrees 46 minutes 59 seconds east, along the West line of Lot 157, 143.18 feet to the Northwest corner of Lot 156 in said Section Three; thence South 10 degrees 03 minutes 00 seconds West, 386.71 feet to the Northeast corner of Lot 143 of the Summit Section Five recorded in Plat Book 29 page 51 in the Office of the Recorder of Elkhart County, Indiana; thence North 84 degrees 53 minutes 12 seconds West, along the north line of Section 5, 641.68 feet to the northwesterly corner of Lot Number 110 on the Plat of the Summit Section Five; thence South 35 degrees 28 minutes 52 seconds West, along the westerly line of the Summit, Section Five, a distance of 375.00 feet to a point on the easterly line of Lot Number 64 in the Summit, Section Seven as recorded in Plat Book 31, page 38 in the Office of the Recorder of Elkhart County, Indiana; thence along the northerly line of said Section Seven, North 54 degrees 31 minutes 15 seconds West, a distance of 300.00 feet; thence South 35 degrees 28 minutes 46 seconds West, a distance of 22.16 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 133.64 feet; thence South 09 degrees 46 minutes 35 seconds West, a distance of 100.78 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 253.68 feet to a point on the West right of way of Alverstone Drive West; thence South 09 degrees 46 minutes 35 seconds West, along the West right of way of Alverstone Drive West, 66.25 feet to the Northeast corner of Lot 76 of the Summit Section Seven; thence South 90 degrees 00 minutes 00 seconds West, along the North line of said Lot 76, a distance of 387.02 feet to the point of beginning of this description, containing 23.96 acres, more or less.

LEGAL DESCRIPTION FOR THE SUMMIT, SECTION NINE

A part of the Southwest Quarter of Section 4, Township 37 North, Range 7 East, Middlebury Township, Elkhart County, Indiana, and being more particularly described as follows: beginning at a rebar marking the Northwest corner of the Southwest Quarter of Section 4, Township 37 North, Range 7 East; thence North 89 degrees 34 minutes 03 seconds East, along the North line of said Quarter Section and being the South line of land conveyed to David E. and Stephanie L. Ramer in Elkhart County Deed Record 2015-06085, a distance of 2295.81 feet to

the Northeast corner of Lot 160 in the Summit Section Four as recorded in Plat Book 28 page 14, Elkhart County records; thence due South, along the East line of said Lot Number four, 190.68 feet to the North right of way of Taliesin Vista; thence southwestwardly 24.91 feet along a curve to the right having a radius of 29.00 feet and a long chord bearing South 36 degrees 37 minutes 20 seconds West, a distance of 24.15 feet to a rebar with cap (justice 900004); thence South 61 degrees 13 minutes 31 seconds West, along said right of way, 149.22 feet to a rebar with cap (justice 900004) thence northwesterly 45.55 feet along a curve to the right having a radius of 29.00 feet and a long chord bearing North 73 degrees 46 minutes 59 seconds West, a distance of 41.01 feet to a rebar with cap (justice 900004); thence North 28 degrees 46 minutes 59 seconds West, a distance of 20.99 feet to a rebar with cap (justice 900004); thence South 61 degrees 13 minutes 01 seconds West, a distance of 50.00 feet to a rebar with cap (justice 900004); thence North 28 degrees 46 minutes 59 seconds West, a distance of 57.56 feet to a rebar with cap (justice 900004); thence northwesterly, 15.37 feet along an arc to right having a long chord bearing North 28 degrees 12 minutes 10 seconds West, a distance of 15.37 feet to a rebar with cap (justice 900004) at the northeast corner of land conveyed to Russell J. and Marisa Saputo in Elkhart County Deed Record 2014-22113; thence northwestwardly 53.42 feet along a curve to the left having a radius of 29.00 feet and a long chord bearing North 81 degrees 33 minutes 16 seconds West, 46.18 feet to a rebar with cap (justice 900004); thence southwestwardly 53.29 feet along a curve to the right having a radius of 125.00 feet and a long chord bearing South 33 degrees 27 minutes 29 seconds West, a distance of 52.89 feet to a rebar with cap (justice 900004); thence South 21 degrees 14 minutes 51 seconds West, a distance of 37.18 feet to a rebar with cap (justice 900004); thence southwestwardly, 50.89 feet along a curve to the right having a radius of 175.00 feet and a long chord bearing South 29 degrees 43 minutes 42 seconds West, and a distance of 50.73 feet to a rebar with cap (justice 900004); thence southwestwardly 56.97 feet along a curve to the right having a radius of 175.00 feet and a long chord bearing South 47 degrees 07 minutes 09 seconds West, a distance of 56.71 feet to a rebar with cap (justice 900004); thence South 28 degrees 47 minutes 00 seconds East, a distance of 211.62 feet to a rebar with cap (justice 900004); thence South 67 degrees 36 minutes 38 seconds West, a distance of 19.48 feet to the Northeast corner of Lot Number 103 of the Summit Section Eight as recorded in Plat Book 35 Page 43 in the Office of the Recorder of Elkhart County, Indiana; thence South 58 degrees 57 minutes 55 seconds West, along the South line of said subdivision, 66.07 feet; thence North 90 degrees 00 minutes 00 seconds West, along the South line of the Summit Section Eight, a distance of 740.97 feet; thence South 55 degrees 42 minutes 52 seconds West, a distance of 181.34 feet to the Northeast corner of Lot Number 96 of the Summit Section Eight; thence North 54 degrees 31 minutes 08 seconds West, along the Summit, Section Eight, a distance of 430.86 feet to the northeasterly corner of Lot Number 81 in the Summit Section Eight; thence South 46 degrees 33 minutes 31 seconds West, along the northerly line of said Lot 81 and said line extended, a distance of 249.30 feet to a point on the westerly right-of-way of Shavano Peak Drive; thence southeasterly, 59.08 feet, along a curve to the left, having a radius of 325.00 feet and a long chord bearing South 49 degrees 18 minutes 46 seconds East, 59.00 feet; thence South 54 degrees 31 minutes 15 seconds West, a distance of 20.00 feet to the Southeast corner of Lot Number 80 in the Summit, Section Eight; thence South 61 degrees 18 minutes 51 seconds West, along the North line of Lot 80 and the North line of Lot 79, a distance of 578.18 feet to the Northwest corner of Lot number 79, and being on the West line of the Southwest Quarter of said Section 4; thence North 01 degrees 33 minutes 20 seconds West, along the West line of the Southwest Quarter of said Section 4, a distance of 928.18 feet to the point of beginning of this description, containing 29.91 acres, more or less.