Partners Unlimited, an Indiana Partnership, by Robert Scott David, its General Partner declares that it is the owner of the real estate shown and legally described in this Plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the Certified Plat attached to and incorporated by reference in this document. The platted subdivision shall be known and designated as Waters Edge Place, Section I, a Subdivision in Section 4 of Pleasant Township, Steuben County, Indiana.

The lots are numbered from 1 through 13 inclusive, and all dimensions are shown in feet and decimals of a foot on the Plat. All streets and easements specifically shown or described are expressly dedicated to public use for their usual and intended purposes, except that Lane 335 Lake James, the interior street will be privately maintained.

PREFACE

Waters Edge Place is a part of a tract of real estate which is currently planned to be subdivided into a maximum of 40 residential lots. In addition to the recordation of the Plat of and this document, there will be recorded Articles of Incorporation of Waters Edge Place Community Association, Inc., it being Developer's intention that each Owner of a lot in Waters Edge Place will become a member of said association, and be bound by its Articles of Incorporation and Bylaws.

SECTION 1. DEFINITIONS: The following words and phrases shall have the meanings stated, unless the context clearly indicates that a different meaning is intended:

1.1 "Articles": The Articles of Incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.

1.2 "Association": Waters Edge Place Community Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.

1.3 "Board Of Directors": The duly elected board of directors of the Association.

1.4 "Bylaws": The Bylaws adopted by Waters Edge Place Community Association, Inc., and all amendments to those bylaws.

1.5 "Committee": The Architectural Control Committee established under Section 5 of the Covenants.

1.6 "Common Area": All real property owned by the Association for the common use and enjoyment of Owners.

1.7 "Covenants": This document and the restrictions, limitations and covenants imposed under it.
1.8 "Developer": Partners Unlimited, an Indiana Partnership, and its assignee and successors in interest in the real estate.

1.9 "Lot", and in plural form, "Lots": Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by an applicable zoning ordinance; provided, however, that no tract of land consisting of part of lot, or parts of more than one lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 80 feet in width at the established front building line as shown on the Plat.

1.10 "Owner", and in the plural form, "Owners": The record Owner(s) (whether one or more persons or entities) of fee simple title to the lots, including contract sellers, but excluding those having an interest in a lot merely as security for the performance of an obligation.

1.11 "Plan Commission": The Steuben County Plan Commission, or its successor agency.

1.12 "Plat": The recorded Secondary Plat of Waters Edge Place.

1.13 "Subdivision": The Platted Subdivision of Waters Edge Place.

SECTION 2. PROPERTY RIGHTS:

2.1 Owners' Easements of Enjoyment: Each Owner shall have the right and an easement of enjoyment in the Common Area that is appurtenant to and passes with the title to every lot, subject to the following rights which are granted to the Association.

2.1.1. To charge reasonable admission and other fees for the use of any recreational facility located in the Common Area.

2.1.2. To suspend the voting rights and right to the use of the recreational facilities in the Common Area for any period during which any assessment against an Owner's lot remains unpaid, or an Owner is in violation of the Covenants, the Articles, the Bylaws, or any published rules of the Association.

2.1.3. To dedicate or transfer all or any part of the Common Area to a public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association's members. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds of each class of Association members agreeing to such dedication or transfer, is recorded.

PAGE 2
2.2 Delegation of Use: Any Owner may delegate, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Area and recreational facilities in it, to members of the Owner's family, and tenants or contract purchasers who reside on the Owner's lot.

SECTION 3. MEMBERSHIP AND VOTING RIGHTS:

3.1 Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot.

3.2 The Association shall have the following two classes of voting memberships:

3.2.1. **Class A:** Class A membership consists of all Owners, except Developer. Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as its Owners among themselves determine; but in no event shall more than one vote be cast with respect to a lot.

3.2.2. **Class B:** Class B membership consists of the Developer. The Class B member shall be entitled to 60 votes, less than number of votes which Class A members are entitled to exercise. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:

3.2.2.1. When fee simple title to all lots have been conveyed by Developer; or

3.2.2.2. On December 31, 2003.

SECTION 4: COVENANT FOR MAINTENANCE ASSESSMENTS:

4.1 Creation of the Lien and Personal Obligation of Assessments: Each Owner, except Developer, by acceptance of a deed for a lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements. Such assessments to be established and collected as provided in these Covenants and the Bylaws. The annual and special assessments, together with interest, cost and reasonable attorney fees, shall be a charge on the land and shall be continuing lien upon the lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was Owner of such lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.
4.2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents in the Subdivision, and for the improvement of facilities in the Subdivision. In addition, assessments shall be levied to provide for the proportionate burden of the maintenance of the common area and wetlands into which the Subdivision's surface waters drain.

4.3 Maximum Annual Assessments: Until January 1 of the year immediately following the first conveyance by Developer of a lot, the maximum annual assessment shall be One Hundred Dollars ($100.00) per lot. Subsequent assessments may be made as follows:

4.3.1. From and after January 1 of the year immediately following such first conveyance of a lot, the maximum annual assessment may be increased each year by the Board of Directors, by a percentage not more than 5% above the annual assessment for the previous year without a vote of the membership.

4.3.2. From and after January 1 of the year immediately following such first conveyance of a lot, the maximum annual assessment may be increased by a percentage in excess of 5%, only by the vote or written assent of a majority of each class of members of the Association.

4.4 Special Assessments for Capital Improvements: In addition to the annual assessments authorized in Section 4.3, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction, or repair or replacement of an existing capital improvement in the Common Area, including fixtures and related personal property; provided that any such assessment shall require the vote or written assent of 75% of each class of members of the Association; and shall be made if the assessment in any way jeopardizes or affects the Association's ability to improve and maintain the Common Area, or pay its pro rated share of the cost of maintaining the common impoundment basin.

4.5 Notice and Quorum for Any Action Authorized Under Subsections 4.3 and 4.4: Any action authorized under Sections 4.3.2 and 4.4 shall be taken at a meeting of the Association called for that purpose, written notice of which shall be sent to all members not less than 30 days, nor more than 60 days, in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite percentage of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by an officer of the Association within 30 days of the date of such meeting.

4.6 Uniform Rate of Assessments: Both annual and special assessments must be fixed at a uniform rate for all lots, and may be collected on a monthly or yearly basis.
4.7 Date of Commencement of Annual Assessment(s) Due Date(s): The annual assessments allowed under Section 4.3 shall commence as to all lots then subject to an assessment, on the first day of the month following the first conveyance of a lot by Developer. The first annual assessment shall be pro rated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether an assessment on a lot has been paid.

4.8 Effect of Non-payment of Assessments/Remedies of the Association:

4.8.1 Any assessment not paid within 30 days after its due date shall bear interest from the due date at the rate of 12% per annum, or at the legal rate of interest in Indiana, whichever is higher.

4.8.2 The Association may bring an action at law against each Owner personally obligated to pay the same, and foreclose the lien of an assessment against a lot. No Owner may waive or otherwise escape liability for the assessments made under the Covenants by non-use of the Common Area or abandonment of a lot. The lien for delinquent assessments may be foreclosed in the same manner as mortgages are foreclosed in Indiana. The Association shall also be entitled to recover the attorney fees, costs and expenses incurred because of the failure of an Owner to timely pay assessments made under this Section 4.

SECTION 5. ARCHITECTURAL CONTROL:

5.1 No building, fence, wall, in-ground swimming pool, or other structure shall be commenced, erected or maintained upon a lot, nor shall any exterior addition, change, or alteration be made to a structure on a lot until the plans and specifications showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Committee in writing as to the structure's harmony of external design and location in relation to surrounding structures and topography in the Subdivision. The Committee shall be composed of three members, the first Committee members to be: Robert Scott, David, Leo Knight and Richard Gorrell. A majority of the Committee may appoint a representative to act for it. In the event of death or resignation of any member the Committee, the remaining members shall have full authority to appoint a successor.
5.2 The Committee shall have the exclusive authority and responsibility to review plans for construction of all primary residences in the Subdivision. The Committee may delegate to the Board of Directors (or to such other entity designated in the Articles or Bylaws) the authority and responsibility to review plans for construction of fences and other structures (excluding primary dwellings) in the Subdivision. Such delegation shall be made in writing, signed by a majority of the Committee members, and delivered or mailed to the Association’s registered office.

5.3 After primary residences are constructed on all lots in the Subdivision, the Board of Directors (or other entity designated under its Articles or Bylaws) shall succeed to the Committee's responsibilities under this Section 5 to review subsequent construction, modifications and additions of structures in the Subdivision.

5.4 In the event the Committee (or Board of Directors or other entity acting under Sections 5.2 or 5.3), fails to approve or disapprove the design and location of a proposed structure within 30 days after said plans and specifications have been submitted to it, approval will not be required, and approval under this Section 5 will be deemed to have been given.

SECTION 6. GENERAL PROVISIONS:

6.1 Lot Use: Lots may not be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence not to exceed two and one-half stories in height. Each residence shall include not less than a two-car garage, which shall be built as part of the residence and attached to it.

6.2 Dwelling Size: No residence shall be built on a lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 2000 square feet for a one-story residence, nor less than 1200 square feet for a residence that has more than one story.

6.3 Building Lines: No structure shall be located on a lot nearer to the front lot line, or nearer to the side street line than the minimum building setback lines shown on the Plat. In any event, no building shall be located nearer than a distance of 8 feet to an interior lot line. No dwelling shall be located on an interior lot nearer than 25 feet to the rear lot line.

6.4 Minimum Lot Size: No residence shall be erected or placed on a lot having a width of less than 80 feet at the minimum building setback line, nor shall any residence be erected or placed on any lot having an area of less than 10,000 square feet.
6.5 Utility Basements: Basements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the front 10 feet of each lot. No Owner shall erect on a lot, or grant to any person, firm or corporation the right, license, or privilege to erect or use, or permit the use of, overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the lot who constructs the residence or structure, and shall carry not less than 3 wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

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

6.7 Nuisance: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done there which may be or become an annoyance or nuisance to residents in the Subdivision.

6.8 Temporary Structures: No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be constructed, erected, located or used on any lot for any purpose (including use as a residence), either temporarily or permanently; provided, however, that basements may be constructed in connection with the construction and use of a single-family residence building.

6.9 Outside Storage: No boat, boat trailer, recreational vehicle, motor home, truck, camper or any other wheeled vehicle shall be permitted to be parked ungaraged on a lot for periods in excess of 48 hours, or for a period which is in the aggregate is in excess of 8 days per calendar year. The term "truck" as used in this Section 6.9 means every motor vehicle designed, used, or maintained primarily for the transportation of property, which is rated two-ton or more.
6.10 *Free-Standing Poles:* No clotheslines or clothes poles, or any other free standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, with the exception of a flag pole displaying the United States flag, may be constructed, erected or located on a lot.

6.11 *Signs:* No sign of any kind shall be displayed to the public view on a lot except one professional sign of not more than five square feet, advertising a lot for sale or rent, or signs used by a builder to advertise a lot during the construction and sales periods.

6.12 *Antennas:* No radio or television antenna with more than 30 square feet of grid area, or that attains a height in excess of 6 feet above the highest point of the roof of a residence, shall be attached to a residence on a lot. No free-standing radio or television antennas, shall be permitted on a lot.

6.13 *Oil Drilling:* No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in a lot. No derrick or other structure designed for boring for oil or natural gas shall be erected, maintained or permitted on a lot.

6.14 *Animals:* No animals, livestock or poultry of any kind shall be raised, bred or kept on a lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

6.15 *Dumping:* No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerators shall be kept or allowed on a lot.

6.16 *Workmanship:* All structures on a lot shall be constructed in a substantial, good and workmanlike manner and of new materials. No roof siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a lot, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage on a lot.

6.17 *Driveways:* All driveways on lots from the street to the garage shall be poured concrete and not less than 16 feet in width.

6.18 *Sanitary Sewer and Water Facilities:* Each lot in the subdivision shall be connected to the community sanitary pressure system. Septic tanks, pump electrical connection, piping and labor for the hookup will be the responsibility of the lot owner. Septic tanks and pumps must be approved by the Steuben Lakes Regional Waste District prior to installation and will be subject to inspection by the District during installation.

Each lot owner shall install a private water supply system upon his lot or at such location as shown on the plat. The water supply system shall consist of a well, pressure tank and other appurtenances as approved by the Steuben County Health Department.
The owner of each lot shall install a watermeter preceded by a protective filter at a location on the water system that would meter all water that could enter the sewer system. The watermeter with remote read and the filter will be supplied by the Developer for installation by the lot owner.

6.19 Heating and Air Conditioning: Each home built within the subdivision shall be equipped with a heat pump and constructed in accordance to NIPSCO's Energy Efficient Home Standard.

6.20 Street Utility Easements: In addition to the utility easements designated in this document, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, the Owners of the real estate and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove every type of gas main, water main and sewer main (sanitary or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body or the Association having jurisdiction over the Subdivision as to maintenance and repair of said streets.

6.21 Storm Water Runoff: No rain and storm water runoff or such things as roof water, street pavement and surface water caused by natural precipitation shall at any time be discharged or permitted to flow into the sanitary sewage system serving the Subdivision, which shall be a separate sewer system from the storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the Subdivision's storm and surface water runoff sewer system.

6.22 Completion of Infrastructure: Before any residence on a lot shall be used and occupied as such, the Developer, or any subsequent Owner of the lot, shall install all infrastructure improvements serving the lot as shown on the approved plans and specifications for the Subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision. This Covenant shall run with the land and be enforceable by the Plan Commission or by any aggrieved Owner.

6.23 Certificate of Compliance: Before a lot may be used or occupied, such user or occupier shall first obtain from the Steuben County Zoning Administrator the improvement location permit and certificate of compliance required by the Steuben County Zoning Ordinance.

6.24 Enforcement: The Association, Developer and any Owner (individually or collectively) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or subsequently imposed by the provisions of these Covenants. Failure by the Association, Developer or an Owner to enforce any provisions in the Covenants shall in no event be deemed a waiver of the right to do so later.
6.25 **Invalidation:** Invalidation of any one of these Covenants by judgment or court order shall not affect the remaining provisions and such provisions shall remain in full force and effect.

6.26 **Duration of Covenants:** These Covenants shall run with the land and be effective for a period of 20 years from the date the Plat and these Covenants are recorded; after which time the Covenants shall automatically be renewed for successive periods of 10 years.

6.27 **Amendments:** Any provision of these Covenants may be amended, but such amendment is subject to the following requirements and limitations:

6.27.1 After primary residences are constructed on all lots in the Subdivision and certificates of occupancy are issued by the Plan Commission for such residences, in order to amend a provision of these Covenants, an amendatory document must be signed by the Owners of at least 75% of the lots in the Subdivision and by the Owners of at least 75% of the lots in future sections, if any, of Waters Edge Place. For purposes of this Section 6.26.1, the term "Owner" shall have the same meaning with respect to lots in such future sections, as the term "Owner" is defined in Section 1.10.

6.27.2 Until primary residences are constructed on all lots in the Subdivision and certificates of occupancy are issued for those residences, in order to amend the Covenants, Developer, in addition to those persons whose signatures are required under Section 6.25.1, also must sign the amendatory document.

6.27.3 Notwithstanding the provisions of Section 6.25.1, Developer and its successors and assigns shall have the exclusive right for a period of two years from the date the Plat and these Covenants are recorded, to amend any of the Covenant provisions (except Section 6.2) without approval of the Owners.

6.27.4 In order for any amendment of these Covenants to be effective, the approval of the Plan Commission shall be required.

6.28 **Subdivision:** No lot or combination of lots may be further subdivided until approval for such subdivision has been obtained from the Plan Commission; except, however, the Developer and its successors in title shall have the absolute right to increase the size of any lot by adding to such lot a part of an adjoining lot (thus decreasing the size of such adjoining lot) so long as the effect of such addition does not result in the creation of a "Lot" which violates the limitation imposed under Section 1.9.
SECTION 7. ATTORNEY FEES AND RELATED EXPENSES:
In the event the Association, Developer, an Owner, or the Plan
Commission is successful in any proceeding, whether at law or in
equity, brought to enforce any restriction, Covenant, limitation,
easement, condition, reservation, lien, or charge now or subsequently
imposed by the provisions of these Covenants, the successful party
shall be entitled to recover from the party against whom the
proceeding was brought, the attorney fees and related costs and
expenses incurred in such proceeding.

SECTION 8. MANDATORY SOLID WASTE DISPOSAL:
The Association shall be obligated to contract for disposal of garbage
and other solid waste to and may pay for the cost of such disposal
through assessments established under Section 4. An owner who
privately arranges for solid waste disposal to service the owner's lot
shall not be excused from payment of any part of an assessment
attributable to the cost of waste disposal for which the Association
contracts under this Section 8.

SECTION 9. EROSION CONTROL:
Each lot Owner or his agent/builder shall be responsible for
maintaining erosion control upon his lot from the date he takes title.
Erosion Control shall be maintained during and after construction.

IN WITNESS WHEREOF, Partners Unlimited, an Indiana Partnership, by its
duly authorized General Partner, Robert Scott David, Owner of the Real
Estate, has signed this document on this 21st day of June, 1994.

Partners Unlimited
By: __________________________
Robert Scott David,
General Partner

STATE OF INDIANA
COUNTY OF ALLEN

Before me, a Notary Public in and for said County and State, this 21st
day of October, 1994, personally appeared Robert Scott David, known to
me to be the duly authorized General Partner of Partners Unlimited
and acknowledged the execution of the above and foregoing as his
voluntary act and deed and on behalf of said Partnership for the
purposes and uses set forth in this document.

___________________________
Diana S. Andrews, Notary Public
Resident of Steuben County, Indiana

My Commission Expires: December 26, 1999

Witness my hand and notarial seal.

This instrument was prepared by James L. Russell, Registered Land
Surveyor.

950539-3.RST
October 2, 1996

PAGE 11
LEGAL DESCRIPTION
FOR A 10 FOOT UTILITY EASEMENT (EASEMENT "B")

A part of the Southeast Quarter of Section 4, Township 37 North, Range 13 East Pleasant Township, Steuben County, Indiana and more particularly described as follows:

Commencing at the Southern most corner of the original plot of Sunny Shores as recorded in Plat Book 4, Page 12 in the Office of the Steuben County Recorder, thence South 88 deg. 52 min. 15 sec. West, a distance of 427.43 feet to a point; thence N19°52'30" East, a distance of 193.93 feet to the N19°52'30" East line; thence N19°52'30" West, a distance of 193.93 feet to the N19°52'30" West line; thence South 88 deg. 52 min. 15 sec. East, a distance of 193.93 feet to the beginning.

LEGAL DESCRIPTION
DEED TO STEUBEN LAKE'S REGIONAL WASTE DISTRICT
FOR PERMISSTION FIELD (EASEMENT "C")

A part of the Southeast Quarter of Section 4, Township 37 North, Range 13 East Pleasant Township, Steuben County, Indiana and more particularly described as follows:

Commencing at the Southern most corner of the original plot of Sunny Shores as recorded in Plat Book 4, Page 12 in the Office of the Steuben County Recorder, thence South 88 deg. 52 min. 15 sec. West, a distance of 427.43 feet to a point; thence N19°52'30" East, a distance of 193.93 feet to the N19°52'30" East line; thence N19°52'30" West, a distance of 193.93 feet to the N19°52'30" West line; thence South 88 deg. 52 min. 15 sec. East, a distance of 193.93 feet to the beginning.

LEGAL DESCRIPTION
FOR 40 FOOT UTILITY EASEMENT (EASEMENT "D")

A part of the Southeast Quarter of Section 4, Township 37 North, Range 13 East Pleasant Township, Steuben County, Indiana and more particularly described as follows:

Commencing at the Southern most corner of the original plot of Sunny Shores as recorded in Plat Book 4, Page 12 in the Office of the Steuben County Recorder, thence South 88 deg. 52 min. 15 sec. West, a distance of 427.43 feet to a point; thence N19°52'30" East, a distance of 193.93 feet to the N19°52'30" East line; thence N19°52'30" West, a distance of 193.93 feet to the N19°52'30" West line; thence South 88 deg. 52 min. 15 sec. East, a distance of 193.93 feet to the beginning.

EASEMENT DESCRIPTIONS
SECONDARY PLAT
WATER'S EDGE PLACE, SECTION I

PT 3/2 SEC. 4-T37N-R13E PLEASANT TOWNSHIP 
STEUBEN COUNTY, INDIANA

RUSSELL ENGINEERING ASSOCIATES, INC.

CIVIL ENGINEERS • LAND SURVEYORS

304-540-1200

3 OF 3
DEDICATION
The undersigned, owners of the real estate shown and described herein certify that we have laid off, platted and subdivided, and do hereby lay off, plot and subdivide, said real estate in accordance with the plat hereof.

This subdivision shall be known and designated as Water's Edge Place, Section I, an addition to Pleasant Township, Steuben County, Indiana. All streets shown and not hereinafter dedicated, are hereby dedicated to the public and/or to the lot owners forever. Bayview Road (Ex Meyer Rd) and A.C. Road (CR 225) to be publicly owned and maintained. The interior road, LM 330 Lake James, to be publicly owned and privately maintained by the owners of lots therein.

Front yard building lines are hereby established as shown on the plat between which lots and the property lines of the road there shall be erected or maintained no building or structure.

There are strips of ground of various widths as shown on this plat and marked "Utility Easement" reserved for the use of public utilities for installation of water and sewer mains, natural gas mains, electrical lines, telephone lines, cable television lines, and all appurtenances required for the above mentioned utilities, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall have their titles subject to the rights of the public utilities. The interior street is also designated as a utility and drainage easement, subject to the right of ingress and egress over the paved portion thereof.

Drainage easements shall be for the purpose of the construction and maintenance of surface water in either drainage swales or underground pipes and structures. These easements shall be maintained by the respective lot owners without any permanent structures.

PROTECTIVE COVENANTS
The undersigned, being the Owners of all the real estate which comprises the Original Plat of Water's Edge Place, Section I an addition to Pleasant Township, Steuben County, Indiana, hereby incorporate by reference all the Protective Covenants as shown in Miscellaneous Record Volume Page _______ records of Steuben County, Indiana.

Rebners Unlimited

By R. Scott David

STATE OF INDIANA
COUNTY OF STEUBEN

R Scott David, in accordance with the Act known to me to be the people who signed the Dedication and the Protective Covenants pertaining to this subdivision and has declared it to be their free act and will.

Witnessey my hand and Notarial Seal the 7th Day of November 1996

Commissary Expres. Sept. 5, 1996
K. B. Hoed

COMMISSION CERTIFICATE
The undersigned, by authority granted to him by the Subdivision Ordinance of Steuben County, Indiana, certifies that this plat has been granted secondary approval as required by the laws of the State of Indiana and shall be legally effective upon filing with the Auditor of Steuben County and recording in the office of the Recorder of Steuben County, Indiana.

[Signature]

Dated this 11th Day of October 1996
LEGAL DESCRIPTION
FOR A 10 FOOT UTILITY EASEMENT (EASEMENT "A")

A part of the Southeast Quarter of Section 6, Township 37 North,
Staunton County, Indiana, and being 10 feet adjacent to and North

Commencing at the Southeast corner of the original plat of S
6, Page 12 in the Office of the Staunton County Recorder, thence
on the South line of the Southeast Quarter of said Section 6, a S
the centerline of A.C. Road west 100 feet, thence North 00 deg. 00
6.92 north 28 feet, thence South 80 deg. 00 min. 00 sec. 0
P.C. of a Tangent Curve to the right with a radius of 125.00 feet
bearing North 03 deg. 00 min. 30 sec. West, thence on said curve
P.C. of said curve, thence continuing tangent to said curve North
an arc of 107.73 feet to the P.C. of a tangent curve in the left
length of 634.15 feet and bearing South 82 deg. 12 min. 38 sec.
length of 500.37 feet to the P.C. of said curve, thence continuing
05 min. 04 sec. West, a distance of 131.04 feet to the P.C. of a
at 130.00 feet, a chord length of 150.51 feet and bearing North 87
Curs North 67 deg. 23 min. 08 sec. East, a distance of 135.05 feet
44 sec. West, thence on said curve on an arc length of 58.31 feet to
continuing tangent to said curve North 48 deg. 30 min. 36 sec.
North 07 deg. 53 min. 08 sec. East, a distance of 85.97 feet to
the line herein described.