

FLAT OF
ASPEN VILLAGE

SECTION IV

A SUBDIVISION IN THE $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF
SECTION 15, T. 30N., R. 11E., ALLEN COUNTY, INDIANA

DEVELOPER

LANDVUE DEVELOPMENT CORPORATION, INC.
1910 MAPLE LANE
GARRETT, IN. 46738
PH. 219-357-4903

SURVEYOR

CHAS. T. MISER
922 S. COWEN ST.
GARRETT, IN. 46738
PH. 219-357-4636

CONFIRMED BY THE ALLEN
COUNTY PLAN COMMISSION
THIS 19 DAY OF DEC 1980

Jack G. Suter
JACK G. SUTER
ZONING ADMINISTRATOR

PREPARED BY AND
CERTIFIED CORRECT
THIS 15 DAY OF MAY 1979

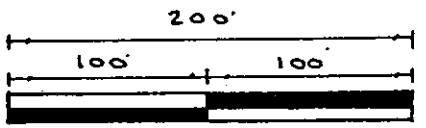
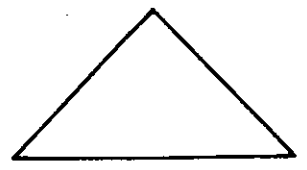
Chas. T. Miser
CHAS. T. MISER
REG. LAND SURVEYOR #10173



23
Plat Record #, pages 49-52

N.W. CORNER SE 1/4
SECTION 15, T.30N, R.11E.
ALLEN COUNTY, IN.

NORTH



SCALE 1" = 100'

W. LINE SE. 1/4 SEC. 15, T.30N, R.11E.

S. 0°15'46"E 707.0'

N.W. CORNER LOT #114
ASPEN VILLAGE SEC. III
REC. IN BOOK 41 P. 84-88

N. 89°44'E 142.3'

S. 0°15'46"E 38.0'

114

S. 87°51'E 162.02'

115

S. 30°50'E 66.30'

N. 40°21'20"E 55.4'

S. 86°25'E 499.77'

148

149

150

151

152

153

154

155

74.96'

75'

75'

75'

75'

78.77'

S. 43°E 170.55'

74.96'

75'

75'

75'

75'

402.4637'

446.7'

50.35'

N. 89°44'20"E 180'

74.85'

75'

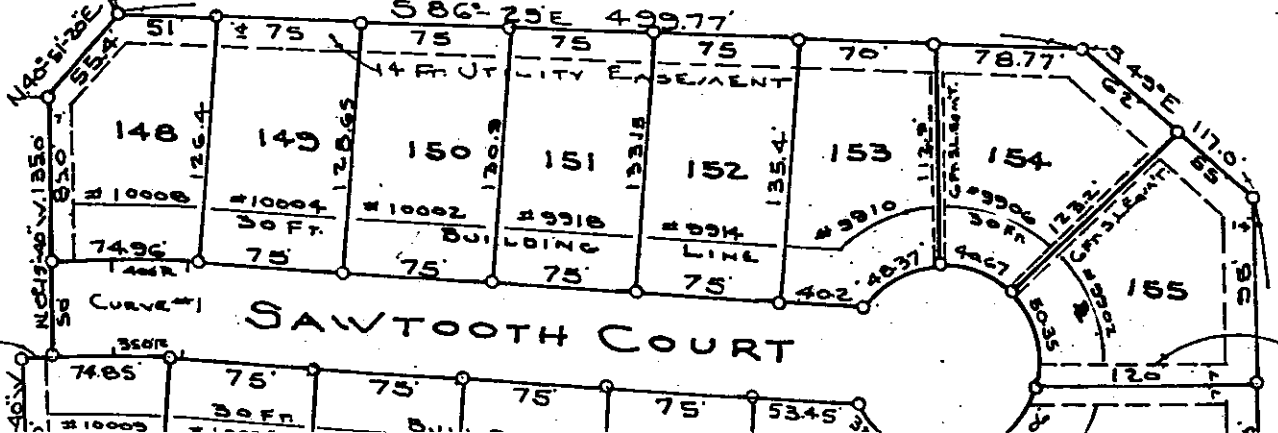
75'

75'

75'

53.45'

SAWTOOTH COURT



30
14
51

STREET CURVE DATA

STREET	CURVE	R	A/L	L	C	T
SAWTOOTH COURT	#1	350	2°-47'	34.00	53.75	17.02
		400	2°-47'	38.86	38.85	19.15

LOT CURVE DATA

LOT #	R	L	C	A/Z
148	400	3886	3885	2°-47'
153	60	48.37	46.51	27°-43'
154	50	44.67	39.55	23°-18'
155	50	50.35	48.25	38°-51'
156	50	42.06	40.83	24°-06'
157	50	46.92	43.22	26°-53'
158	50	33.42	32.80	19°-09'
162	350	2.76	7.70	0°-38'-50"
163	350	2.63	2.62	2°-05'-10"

NOTES:

1. MINIMUM FLOOD PROTECTION GRADE ELEVATION 834.0 (USC & GS DATUM)
2. ALL FRONT BUILDING LINES 30 FT. WITH ALTERNATING 20 FT. ON CORNER LOTS.
3. INTERSECTION RADIUS 20 FT.

PLAT OF ASPEN VILLAGE

SECTION IV

A SUBDIVISION IN THE W¹/₂ OF THE SE ¹/₄ OF SECTION 15, T. 30N, R. 11E., ALLEN COUNTY, INDIANA

DESCRIPTION OF
ASPEN VILLAGE, SECTION IV

80-029093

of the West one-half of the Southeast quarter of Section 15, Township 30
North, Range 11 East, Allen County, Indiana, described as follows:

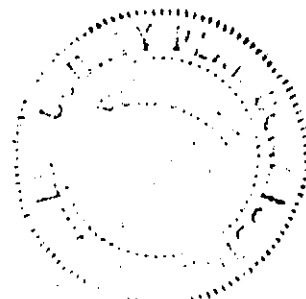
beginning at the Northwest corner of the Southeast quarter of Section 15,
Township 30 North, Range 11 East, Allen County, Indiana, thence South 0 degrees-
minutes - 40 seconds East 707.0 feet along the West line of the aforesaid
Southeast quarter to the Northwest corner of Lot #114 in Aspen Village, Section
15, as recorded in the office of the Recorder, Allen County, Indiana, in Book 41,
Pages 84-88, thence North 89 degrees - 44 minutes East 149.23 feet, thence South
87 degrees - 15 minutes - 40 seconds East 38.0 feet, thence South 87 degrees -
minutes East 162.02 feet, thence South 30 degrees East 63.0 feet to the Point
Beginning, thence South 86 degrees - 29 minutes East, 499.77 feet, thence
South 49 degrees East, 117.0 feet, then South 0 degrees - 07 minutes West,
117.0 feet, thence North 31 degrees - 53 minutes West 140.0 feet, thence
South 87 degrees - 48 minutes - 20 seconds West 538.55 feet, thence North
87 degrees - 15 minutes - 40 seconds West 73.0 feet, thence North 32 degrees -
minutes - 40 seconds West 50.77 feet, thence North 0 degrees - 15 minutes -
seconds West 92.0 feet, thence North 89 degrees - 44 minutes - 20 seconds
West 18.0 feet, thence North 0 degrees - 15 minutes - 40 seconds West 135.0
feet, thence North 40 degrees - 51 minutes - 20 seconds East 55.4 feet to the
Point of Beginning containing 5.46 acres of land, more or less.

Chas. T. Miser, hereby certify that I am a Land Surveyor, licensed in
compliance with the laws of the State of Indiana, and that this plat
correctly represents a survey completed by me May 15, 1979; and that all
markers shown thereon actually exist and that their location, size, type
and material are accurately shown. Said lots are numbered from 148 thru
153 both inclusive, together with Block "A".

Chas. T. Miser

Chas. T. Miser
Registered Land Surveyor #10173

1980 DEC 23 AM 8 51
ALLEN COUNTY RECORDER
Virginia J. Young



DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO
AND MADE A PART OF THE DEDICATION AND PLAT OF
ASPEN VILLAGE, SECTION IV
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

LANDVUE DEVELOPMENT CORPORATION, INC., an Indiana corporation, Harold G. Kleeman, its president, hereby declares that it is the owner, Platator and Developer of the real estate shown and described on this plat and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on said plat, being a certified plat appended hereto and incorporated herein. The subdivision shall be known and designated as ASPEN VILLAGE, SECTION IV a Subdivision in Aboite Township, Allen County, Indiana.

The lots are numbered from 148 through 163 inclusive, all dimensions are shown in feet and decimals of a foot on the plat. Street rights-of-way and walkway easements specifically shown and described are hereby expressly dedicated to public use for the usual and intended purposes.

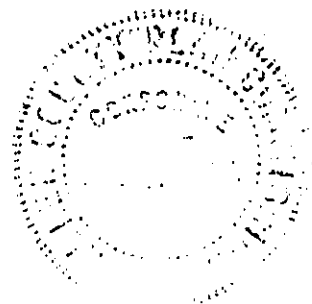
PART I - ASPEN VILLAGE COMMUNITY CORPORATION

PREFACE

In consideration of the necessity of providing for the efficient supervision of maintenance, activities, and use of the Parks and Storm Water Detention Area, the platator has prior to the closing of any sale of lots in Aspen Village caused to be incorporated a Not-for-Profit Corporation entitled "Aspen Village Community Corporation". Every owner of a lot, which is subject to assessment, shall be a member of Aspen Village Community Corporation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Membership in Aspen Village Community Corporation, as provided in the Articles of Incorporation and By-Laws of the Corporation and amendments thereto, shall be transferable only by a sale of the lot to which it is appurtenant, and a lot owner may avoid his membership in Aspen Village Community Corporation only by selling his property. The Articles of Incorporation and the Corporation By-Laws and amendments thereto are deemed to constitute a contract between the individual lot owners and Aspen Village Community Corporation.

The platator herewith covenants and agrees to organize and fund such corporation by the deposit of \$100.00 for each lot sold in Aspen Village at the time of closing of such sale and to remain as a full member for so long as the platator may own any unsold lots, with full voting rights but the payment of one hundred dollars as aforesaid shall constitute the full dues and assessments due from the platator to the corporation.

It is platator's intent that all of the By-Laws with respect to the use and maintenance of the various park and storm water detention areas be designated to accommodate the desires of the corporation members, to preserve property values, and to be flexible enough to meet specific needs, including the need to raise funds. Accordingly this Preface and its statements shall be deemed a covenant of equal force and effect as all others herein set forth.



DEFINITIONS

Section 1. "Association" shall mean and refer to Aspen Village Community Corporation, its successors and assigns.

Section 2. "Member" shall mean the owner (or joint owners) of any lot or lots in said Subdivision who is a paid up dues member.

Section 3. "Parks and Storm Water Detention Area" shall be those areas as designated on the final plats as finally approved by the Allen County Plan Commission as Aspen Village.

Section 4. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or to subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such variance, PROVIDED, HOWEVER, no tract of land consisting of part of a "LOT" unless said tract of land has a frontage of 70 feet in width at the established building line as shown on this plat.

Section 5. "By-Laws" shall mean the By-Laws initially adopted by ASPEN VILLAGE COMMUNITY CORPORATION and all amendments and modifications thereto.

SPECIFIC PROVISIONS

Section 1. Every owner shall have a right of membership in the Corporation, subject to the following provisions.

(a) the right of the Corporation to charge reasonable admission and other fees for the use of any recreational facility owned by the Corporation;

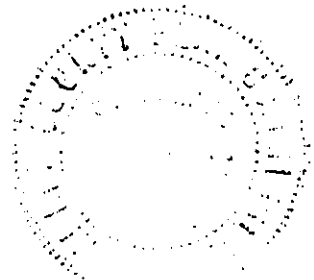
(b) the right of the Corporation to suspend the voting rights and right to use of the recreational facilities by a member owner for any period during which any membership dues remain unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Corporation;

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

Section 2. Family Use. Any member owner may delegate, in accordance with the By-Laws, all right of enjoyment to the recreation easements and facilities, to the members of his family, his tenants, his guests or invitees or contract purchasers who reside on the property.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of Aspen Village Community Corporation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.



Section 2. The Corporation shall have one class of voting membership.

Section 3. The plattor-developer of this subdivision, Landvue Development Corporation, Inc., as the owner of unsold platted lots shall be a member of this Community Corporation from its inception until January 1, 1986, or until such time as said plattor-developer has divested itself of the record ownership of 130 lots in said subdivision, whichever event occurs first. Said plattor-developer shall have voting rights based upon lot ownership of one vote per lot owned in the subdivision as shown on the Preliminary Plat as approved by the Allen County Plan Commission, and the consideration of this plattor-developer membership with voting rights shall be the promise to pay (and the act of payment) into a special bank account the sum of one hundred dollars as provided for herein, as well as the deeding over to said Community Corporation the full right, title and interest in and to the Park Areas and Water Detention Area as they are shown on the Final Recorded Plats.

COVENANT FOR MAINTENANCE

Section 1. Creation of Maintenance Fund. The plattor-developer shall fund the corporation by the payment of \$100.00 per lot sold (as stated hereinbefore in the Preface to this document) for maintenance purposes. Such payment shall be deposited to an account in the name of the Aspen Village Community Corporation at a bank or savings and loan association paying the maximum interest available; the interest earnings from such principal shall be used to pay costs of maintenance of the Corporation property. Additional costs for maintenance capital improvements not otherwise provided for, shall pursuant to a majority vote of the Corporate members, be paid for from membership dues or special assessments as more particularly set out hereafter. Such dues or assessments shall be the personal obligation of the members, shall not pass to his successors in title unless expressly assumed by them, and shall at no time be a charge on the land of the owner.

Section 2. Purpose of Maintenance Fund. The dues and assessments levied by the Corporation shall be used exclusively to promote the recreation, health, and welfare of the resident members in Aspen Village the facilities situated thereon. In addition, assessments may be levied to provide for maintenance of the Parks and Storm Water Detention Areas.

Section 3. Annual Dues. Annual dues may be in any amount and may, from time to time, be determined by the Board of Directors of the Aspen Village Community Corporation to accomplish the purposes for which this Corporation was formed.

Section 4. Special Assessments for Capital Improvements. In addition to the annual dues authorized above, the Corporation may levy, in any corporate 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 thereof of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the affirmative vote or written assent of 75% of the members.

Section 5. Notice and Quorum For Any Action Authorized Under Section 4. Any action authorized under Section 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 10 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 75% of the members, members who were present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Corporation not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual dues and special assessments must be fixed at a uniform rate for all members (except Landvue Development Corporation, Inc.) and may be collected on a monthly or yearly basis, as the member shall elect.

Section 7. Effective Date of Annual Dues. The Board of Directors shall fix the amount of the annual dues against each member or lots of each member at least thirty (30) days in advance of each annual meeting of the Corporation. Written notice of the amount of annual dues shall be mailed to every corporate member. The dates shall be established by the Board of Directors. The Corporation shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Corporation stating forth whether the dues on a specified lot have been paid.

Section 8. Effect of Non-Payment of Dues or Assessments, Creation of Lien and Personal Obligation of Assessments. Each member, with the exception of the developer, Landvue Development Corporation, Inc., hereby covenants, and each owner of any lot upon acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Village Community Corporation (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as herebefore provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge against the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or persons who were the owners of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. Any assessment or dues not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Corporation may bring an action at law against the owner or owners personally obligated to pay the same, or foreclose the lien against the property. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his lot.

Section 9. Rights and Privileges of Membership. The members of the corporation shall have full and exclusive recreational use and enjoyment of the recreation area.

Section 10. Termination of Corporation. The life time of the Corporation is to be perpetual, and may be dissolved only upon a two-thirds (2/3) vote of the membership, the transfer to title and responsibility to a successor and approval by the Zoning Authority then having jurisdiction. Upon such termination, the Corporation shall cease to exist and all funds remaining in the Maintenance Fund shall be transferred to the said successor.

Section 11. Management of the Corporation. The business of the Corporation shall be run by not less than three (3) (or less than three (3) if there shall not be three (3) members) or more than nine (9) Directors who must be members of the Corporation. They shall serve one year terms, upon election by a majority vote of the Corporation members. The Board of Directors shall have all powers herein or hereafter conferred By-Laws in the operation of a Not-For-Profit Corporation, except that it may not without the special majority votes aforesaid for special assessments or termination.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. However, the sale or transfer

any lot pursuant to mortgage foreclosure or any proceeding in
thereof shall extinguish the lien of such assessments as to
ments which became due prior to such sale or transfer. No sale
transfer shall release such lot from liability for any assess-
ts thereafter becoming due or from the lien thereof.

Section 13. Enforcement. Aspen Village Community Corporation,
any owner, shall have the right to enforce, by any proceeding
law or in equity, all restrictions, conditions, covenants,
servations, liens and charges now or hereafter imposed by the
visions of these covenants and restrictions and amendments
reto. Failure by the Corporation or by any owner to enforce
covenant or restriction herein contained, or any covenant,
triction or limitation which has, prior to this time, been
orded in the Office of the Recorder of Allen County, Indiana,
ll in no event be deemed a waiver of a right to do so thereafter.

Section 14. Invalidation. Invalidation of any one of these
enants or restrictions, or any prior covenant or restriction
ch have been recorded in the Office of the Recorder of Allen
nty, Indiana, by judgment or Court order, shall in no way effect
other provision which shall remain in full force and effect.

Section 15. Term. The covenants and restrictions herein
tained shall run with the land and be in effect for a term of
nty (20) years from the date these covenants and restrictions
recorded, after which time they shall automatically be extended
successive periods of ten (10) years, and they shall inure to
benefit of and be enforceable by said owners unless amended by
owners of Fifty-One Percent (51%) of the land platted.

PART II

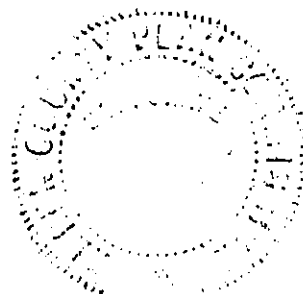
PROTECTIVE RESTRICTIONS COVENANTS AND EASEMENTS ASPEN VILLAGE, SECTION IV AN ADDITION TO ALLEN COUNTY, INDIANA

All the lots in said addition shall be subject to and impressed
ch restrictions, covenants and easements hereinafter set forth;
l they shall run with the land and be considered a part of the
veyance of any lot in said addition without being written therein.
e provisions herein contained shall be effective for twenty years
: the mutual benefit and protection of the owners, present or
ure, or any and all lots in said addition; and they shall run
ch the land and shall inure to the benefit of and be enforceable
said owners unless amended by the owners of 51% of the land
atted by action for injunctive relief against any violation or
tempted violation of the provisions hereof and/or for damages
r any injuries resulting from any violation thereof; but there
all be no right of reversion or forfeiture of title resulting
om such violation.

1. EASEMENTS AND UTILITY SERVICES

The land platted as Aspen Village, Section IV, and all lots
said Addition, shall be subject to general utility easements
indicated on the plat thereof. Said easements shall be for the
llowing purposes and subject to the following limitations;

- a) Said easements shall be for general utility services,
including storm water, sanitary sewage, water, gas, electric
light, telephone, and other utility services.



b) All utility easements, as dedicated on the face of the plat, shall be kept free of all permanent structures and the removal of any obstruction by any utility company shall in no way obligate the utility company for damages or to restore the obstruction to its original form.

c) Any structures, shrubbery, trees or any installation, on any utility easement for sewers, shall be subject to the paramount right of the utility or sewage treatment works, to install, repair, maintain or replace its utility and sewer installation.

d) No sanitary sewage shall, at any time, be discharged or permitted to flow into any open drain, natural water course, or storm water system. No storm water shall be discharged or permitted to flow into any sanitary sewage system.

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

f) All parks and Water Detention Areas shall also be Utility Easements, but any installation of utilities in said area shall have the written consent of the Platlor/Developer or the Aspen Village Community Corporation if said Area has been deeded to the same.

2. BUILDING LINES

a) No building shall be located in infringement of any of the building lines shown on the plat, nor shall any building be located closer than 7 feet to any side lot lines. The aggregate width of both side yards shall be at least 14 feet.

3. GENERAL RESTRICTIONS

a) Each lot shall be used and occupied solely for and by a single family residence, together with necessary appurtenances, including a garden or garden house to be of wood frame construction, not to exceed 10' 0" x 12' 0" in size and not to exceed 11' 0" in height, and it must be harmonious in external design with existing structures.

b) No single story residence building shall be erected on any lot in this addition having less than 1100 square feet of living area; no two story residence building shall be erected on any lot in this addition having less than 780 feet on the first floor.

c) Any garage must be attached to the residence and must be at least two-car in size.

d) All driveways must be of concrete construction, and none shall open into the Aboite Center Road.

e) No fences shall be constructed to the rear of the building line on any lot in this addition to exceed forty-eight inches in height. No fences shall be built in front of the building line on any lot.

f) No parking or other storage of trailers, boat trailers, boats, and trucks shall be permitted on any lot in this addition.

4. IMPROVEMENT LOCATION PERMIT

a) Before any lot may be used, such user shall first obtain from the applicable Building Commissioner, or authority having jurisdiction, and Improvement Location Permit and before any lot may be occupied, such occupier shall first obtain and Occupancy Permit, if and as required by the applicable Zoning Ordinance or authority. This covenant shall be enforceable by the applicable authority and/or lot owner.

b) All improvements shall be installed prior to occupancy of a residence.

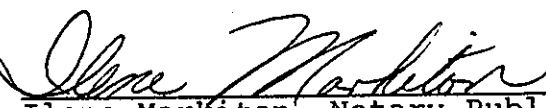
LANDVUE DEVELOPMENT CORPORATION, INC.

BY 

Harold G. Kleeman, President

described before me this date by Harold G. Kleeman, personally known to me to be the president of LANDVUE DEVELOPMENT CORPORATION, Inc., an Indiana Corporation, who upon his oath verified his authority to execute this document in the corporate name.

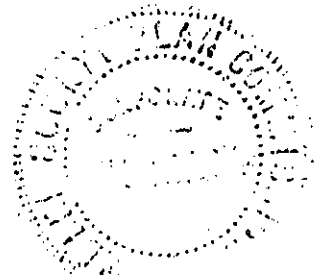
dated: November 19, 1980


Ilene Markiton, Notary Public
A resident of Allen County, Indiana

Commission Expires:

October 7, 1983

THIS INSTRUMENT PREPARED BY H. CHARLES WINANS, ATTORNEY AT LAW



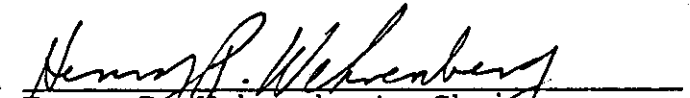
APPROVALS:

BOARD OF COMMISSIONERS
ALLEN COUNTY, INDIANA

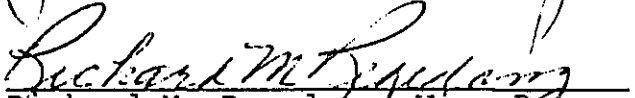
BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANA



Jack K. Dunifon, President



Henry P. Wehrenbert, Chairman



Richard M. Regedanz, Vice-Pres.




Ethel H. LaMar, Member

Richard M. Ellenwood, Secretary
Jun 26, 1979



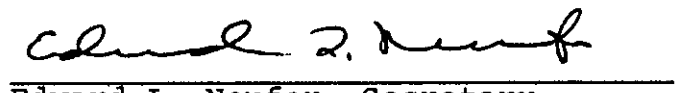
Max G. Scott, Member
Jul. 11 1979

COUNTY PLAN COMMISSION
ALLEN COUNTY, INDIANA



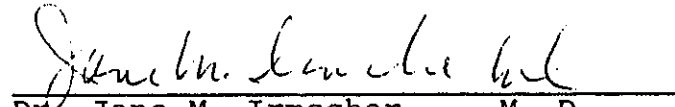
Lester C. C. Gerig, President

Smith, Vice President



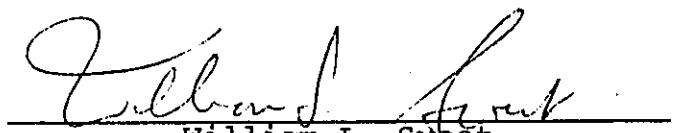
Edward L. Neuffer, Secretary
June 27, 1979

HEALTH COMMISSIONER
FORT WAYNE-ALLEN COUNTY BOARD OF PUBLIC HEALTH

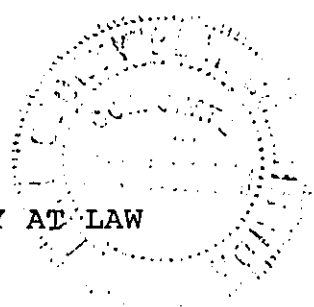


Dr. Jane M. Irscher M. D.
June 29, 1979

APPROVED FOR DRAINAGE ONLY



William L. Sweet
Allen County Surveyor
June 26, 1979



June, 1979, legally described as follows, to wit:

Lots Numbered One Hundred Forty Eight (148) thru One Hundred Sixty Three (163) inclusive, Aspen Village Section IV, Allen County, Indiana, according to the recorded plat thereof.

LANDVUE DEVELOPMENT CORPORATION, INC. hereby agrees for and on behalf of itself and future owners of Lots Numbered 148 - 163 inclusive, in said subdivision that, following the recording of said plat in the Recorder's Office of Allen County, Indiana, the Allen County Plan Commission shall not issue Improvement Location Permits for said lots in said subdivision until one of the following events first occurs:

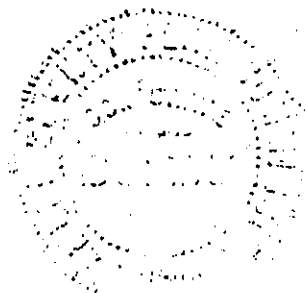
- (a) LANDVUE DEVELOPMENT CORPORATION, INC. post a Performance Bond in an amount sufficient to guarantee the completion of the development facilities within said plat, or to said specific lots located within the same;
- (b) LANDVUE DEVELOPMENT CORPORATION, INC. post a final guarantee with acceptable surety in an amount sufficient to guarantee the completion of the development facilities within said plat, or to said specific lots located within the same; or
- (c) all of the development facilities serving said plat or serving said specific lots within a portion of the same shall have been completed and such evidence of completion has been furnished to the Allen County Plan Commission

It is understood and agreed by LANDVUE DEVELOPMENT CORPORATION, INC. that the restrictions contained herein shall run with the land and be binding upon future owners of said Lots Numbered 148 - 163, inclusive, in said plat, until such time as the Allen County Plan Commission, by and through its executive director, has recorded in the Office of the Recorder of Allen County, Indiana, a written release of all or a portion of the aforesaid lots in said subdivision, from the restrictions imposed under this declaration.

Dated this 19 day of November, 1980.

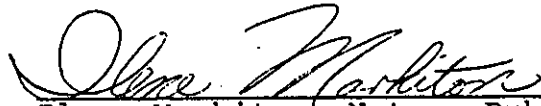
LANDVUE DEVELOPMENT CORPORATION, INC.

By 
Harold G. Kleeman, President



having been duly sworn, stated that the representations therein contained are true.

WITNESS, my hand and notarial seal, this 19 day of
November, 1980.



Ilene Markiton, Notary Public
A resident of Allen County, Indiana

My Commission Expires:
October 7, 1983

APPROVED THIS 19 day of DEC., 1980.

ALLEN COUNTY PLAN COMMISSION

By 

Jack Suter, Executive Director

PREPARED BY H. CHARLES WINANS, ATTORNEY AT LAW, GARRETT, INDIANA

