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 Recorded
 06/04/2007 15:45:47
 RECORDER
 JOHN D MCGAULEY
 ALLEN COUNTY, IN
 Receipt No. 16447
 DCFD 3.00
 IDSP 2.00
 MTL 12.00
 MTL 1.00
 Total 18.00

1st

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR REAL ESTATE IN THE NORTHWEST QUARTER OF SECTION 28
 IN TOWNSHIP 30 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA**

WHEREAS, Woodlands of Liberty Mills, LLC is the fee simple owner of the real estate in Allen County, Indiana, more particularly described in Exhibit "A" attached hereto and made a part hereof by reference;

WHEREAS, said Owner and prospective purchaser are desirous of imposing certain covenants, conditions and restrictions on said real estate to provide for the harmonious and best use of the said real estate;

NOW, THEREFORE, the undersigned hereby declares that the above-described real estate shall be subject to and impressed with the covenants, conditions and restrictions herein set out, and said covenants, conditions and restrictions shall be a part of each and every conveyance of real estate.

The provisions herein contained are for the mutual benefit and protection of the owners, present or future of said real estate as well as the residents of the Woodlands of Liberty Mills subdivision (the Neighborhood); and they shall run with the land and inure to the benefit of and be enforceable by the owner, or owners, of any lot in the Neighborhood (The Woodlands of Liberty Mills), their respective legal representatives, heirs, successors, grantees and assigns the owner, or owners, present or future, of any Neighborhood lot shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

Section 1 Land Use. Said land shall be used for residential purposes only, and no commercial business shall be conducted or operated on said parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Neighborhood. An at-home business without customer traffic is permitted.

The owner may rent a portion of the residence to a member of the owner's immediate family and present as a separate address with the following provisions.

- The owner maintains the majority of the household as the owner's primary residence.
- Everyone in the residence is a member of the owner's immediate family (such as parent, sibling, or child).
- The renters do not exceed the number of non-renters.
- The home must continue to appear and act as a single family home for external purposes.

Section 2 Buildings Permitted. There shall be only one dwelling of one-family design on parcel. Furthermore, not more than one (1) building shall be permitted on parcel in addition to the said one-family dwelling. Use of said additional building shall only be for purposes of storage.

Section 3 Manufactured Housing. No modular or manufactured homes shall be constructed on the land.

Section 4 Mobile Structures. No mobile home, house trailer, basement, tent, shack, barn or other outbuilding erected or placed thereon shall at any time be used as a residence either temporarily or permanently.

D.R. 205025118

0721928
 Commonwealth/Dreibelbiss
 Title Company

AUDITOR'S OFFICE
 Duly entered for taxation. Subject
 to final acceptance for transfer.
 31037
 MAY 30 2007

Lizabeth A. Glaser
 AUDITOR OF ALLEN COUNTY

Section 5 Storage Buildings. One shed (storage building) is permitted on parcel and shall be of harmonious design with the existing home and Neighborhood and shall be screened by suitable landscaping so that it does not detract from the character of the Neighborhood. It shall have a concrete foundation and roof and siding shall match colors of single-family home on site.

Section 6 Animals. Owner shall be responsible to see that all animals, including pets owned by them, are not permitted to trespass on Neighborhood lots and common areas. No more than three (3) adult dogs shall be permitted to be kept on parcel. The quartering of animals, including without limitation, such animals as cattle, horses, swine, sheep, goats, poultry and rabbits shall not be permitted upon the Real Estate.

Section 7 Signs. No sign, billboard or exterior graphic display shall be permitted, except a sign advertising the Real Estate for sale. Poles for the displaying of flags are permitted.

Section 8 Trucks, Trailers and Storage Tanks. No truck rated 1 ton or more, boat trailer, mobile home, or other type of trailer, nor any motor home, shall be allowed to remain upon the driveway of any parcel conveyed with the Real Estate, but the owner of any said parcel may store articles of personal property owned by him or his family provided they are in an enclosed garage area or otherwise so located that their view is shielded from adjoining property owners. Recreation vehicles, such as campers and motor homes, may be parked in a driveway for occasional servicing, loading, or unloading, but limited for a time period not to exceed twenty-one (21) days in a calendar year. Fuel and other storage tanks shall be enclosed or otherwise concealed from view.

Section 9 Subdivision. The parcel may not be subdivided to allow any additional residential structure(s).

Section 10 Violation. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning Neighborhood lot(s) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him/her or them from so doing or to recover damages or other dues for such violation.

Section 11 Invalidation of Covenant or Restrictions. Invalidation of any one of the foregoing covenants, or restrictions by judgment or court order, shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect. The right to enforce these provisions by injunction together with the rights to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby reserved to the owners of the parcels in this subdivision and to their heirs and assigns.

Section 12 Pool. No swimming pool exceeding eighteen (18) inches shall be permitted above ground. An in-ground pool is permitted.

Section 13 Antenna. No radio or television antenna with more than twenty (20) square feet of grid area, or that attains a height in excess of six feet above the highest point of the roof of a residence, shall be attached to a residence on the property.

Section 14 Drilling. No oil-drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot.

Section 15 Offensive Activity. No noxious or offensive activity shall be carried on upon parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Neighborhood.

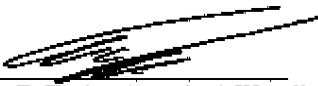
Section 16 Storm Water Runoff. No rain or storm water run off or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into sanitary sewage system.

Section 17 Driveway. The driveway shall be maintained as hard-surfaced and in good condition. The driveway can be reconstructed of asphalt or poured concrete material.

Section 18 Lake. In addition to its non-exclusive storm water detention function, it is for exclusive use of the Neighborhood.

Section 19 Sewage Systems. Sanitary sewer on said property is connected to the sanitary sewage system according to plans and specifications of the Neighborhood Developer

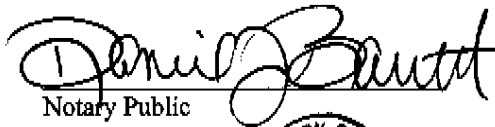
Dated this 24 day of May, 2007


Ara Z. Tazian (member) Woodlands of Liberty Mills, LLC

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, the 24th day of May, 2007, personally appeared, Ara Z. Tazian, a duly authorized member of Woodlands of Liberty Mills, LLC, an Indiana limited liability company, being over the age of eighteen (18) years, who acknowledged the execution of the foregoing instrument, and who, under the penalties of perjury, affirmed and stated that the facts and matters therein set forth are true and correct. Witness my hand and notarial seal.

My Commission Expires:



Notary Public
Printed _____
County Residence _____



DANIEL J. BARRETT, Notary Public
Allen County, State of Indiana
My Commission Expires JUNE 28, 2007

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

Stacy Sprout
(name printed, stamped or signed w/print)

Prepared by: Ara Tazian

File No.: 200721928

EXHIBIT A

Part of the East Half of the East Half of the Northwest Quarter of Section 28, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows:

COMMENCING at a mag nail (Tazian disk) found and accepted as marking the North Quarter corner of Section 28, Township 30 North, Range 11 East; thence South 00 degrees 06 minutes 32 seconds West (deed bearing and is used as the basis for the bearings in this description), along the apparent East line of the Northwest Quarter of said Section 28, said line also being a Westerly line of the plat of Bittersweet Lakes Amended, Section II, as recorded in Plat Cabinet "E", page 9, in the Office of the Recorder of Allen County, Indiana, a distance of 60.00 feet to a 5/8 inch rebar (Tazian cap) found at the Southeast corner of a 0.24 acre parcel of land conveyed to the City of Fort Wayne, Indiana, by deed recorded in Document Number 207012668 in the Office of the Recorder of Allen County, Indiana, this being the Point of Beginning; thence continuing South 00 degrees 06 minutes 32 seconds West, along the apparent East line of said Northwest Quarter, and along the Westerly line of the plat of said Bittersweet Lakes Amended, Section II, a distance of 87.74 feet to a found 5/8 inch rebar (Tazian cap); thence South 26 degrees 41 minutes 14 seconds West, a distance of 55.88 feet to a found 5/8 inch rebar (Tazian cap); thence South 00 degrees 06 minutes 32 seconds West, a distance of 107.34 feet to a found 5/8 inch rebar (Tazian cap); thence South 90 degrees 00 minutes 00 seconds West, a distance of 149.62 feet to a found 5/8 inch rebar (Tazian cap); thence North 00 degrees 00 minutes 00 seconds East, a distance of 245.00 feet to a 5/8 inch rebar (Tazian cap) found at the Southwest corner of the aforementioned 0.24 acre parcel of land; thence North 90 degrees 00 minutes 00 seconds East along the South line, of said 0.24 acre parcel of land, a distance of 175.09 feet to the Point of Beginning, containing 0.91 acres of land, more or less.