



The Summit,
 "a unique and special place to build a home"

Originally part of the Krider Nursery land holdings since the early 1900's, this land area is covered with hardwood and flowering trees. Each homesite offers a unique panorama of landscape and color options. Larger home sites offer privacy, room for the kids to run and nature conservancy.

Protective covenants for high quality on-site custom constructed homes. An architectural control committee will review all home plans and site improvements. A complete copy of the subdivision's protective covenants is available upon request.

- ORCHARD VIEW ELEMENTARY SCHOOL
- HERTIAGE MIDDLE SCHOOL
- NORTHRIDGE HIGH SCHOOL
- UNDERGROUND NATURAL GAS AND ELECTRIC (NIPSCO)
- WELL WATER AND PRIVATE SEPTIC SYSTEMS

PRICE LIST:	Lot 1 = \$21,900	0.55 acres	OFFER
	Lot 2 = \$33,300	0.85 acres	SOLD
	Lot 3 = \$31,400	0.80 acres	
	Lot 4 = \$33,300	0.85 acres	SOLD
	Lot 5 = \$24,000	0.59 acres	
	Lot 6 = \$25,200	0.65 acres	SOLD
	Lot 7 = \$32,000	0.81 acres	SOLD
	Lot 8 = \$20,900	0.46 acres	SOLD
	Lot 9 = \$20,900	0.46 acres	SOLD

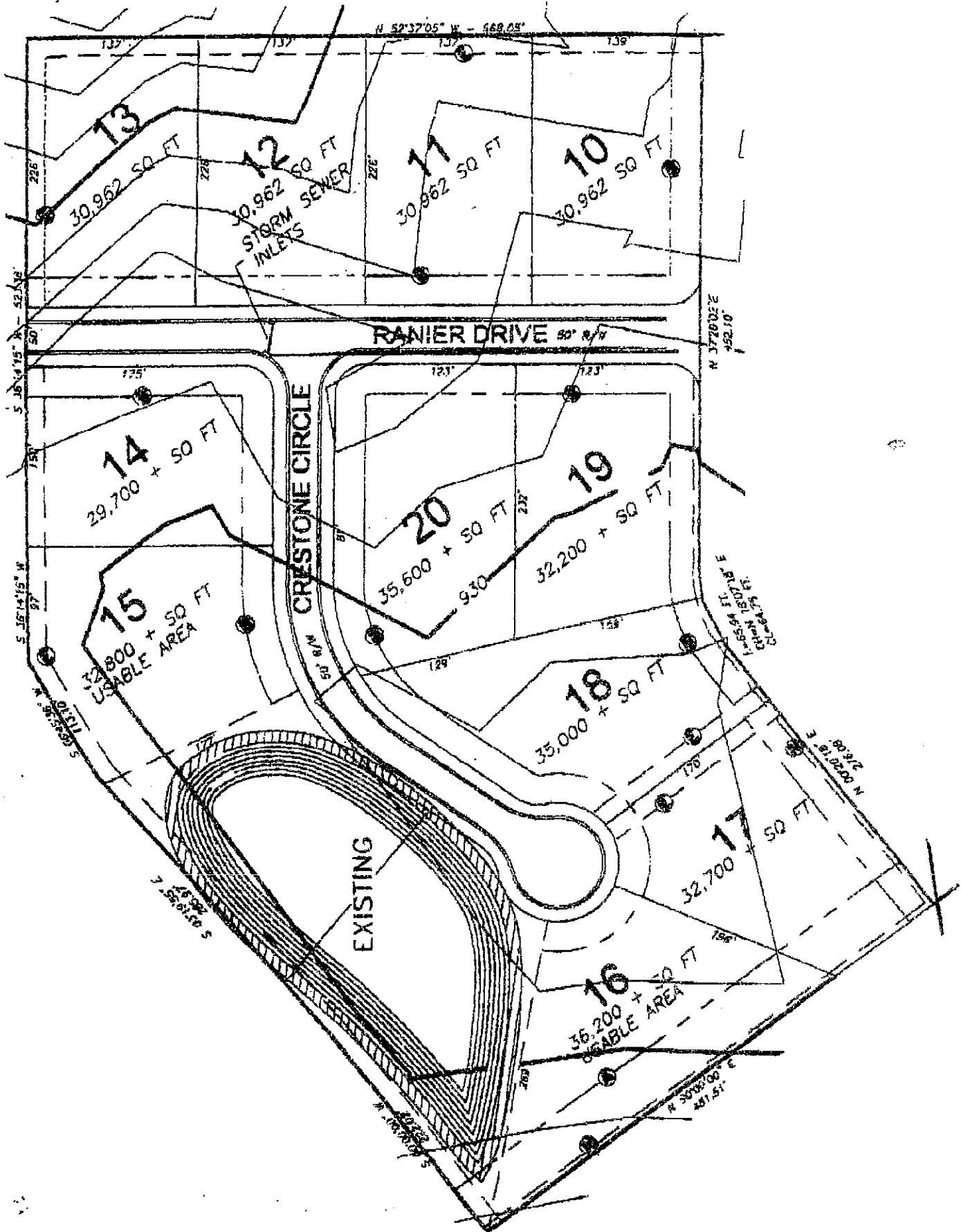
PHASE II PRICE LIST (LOT PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE AT ANY TIME FOR ANY REASON)

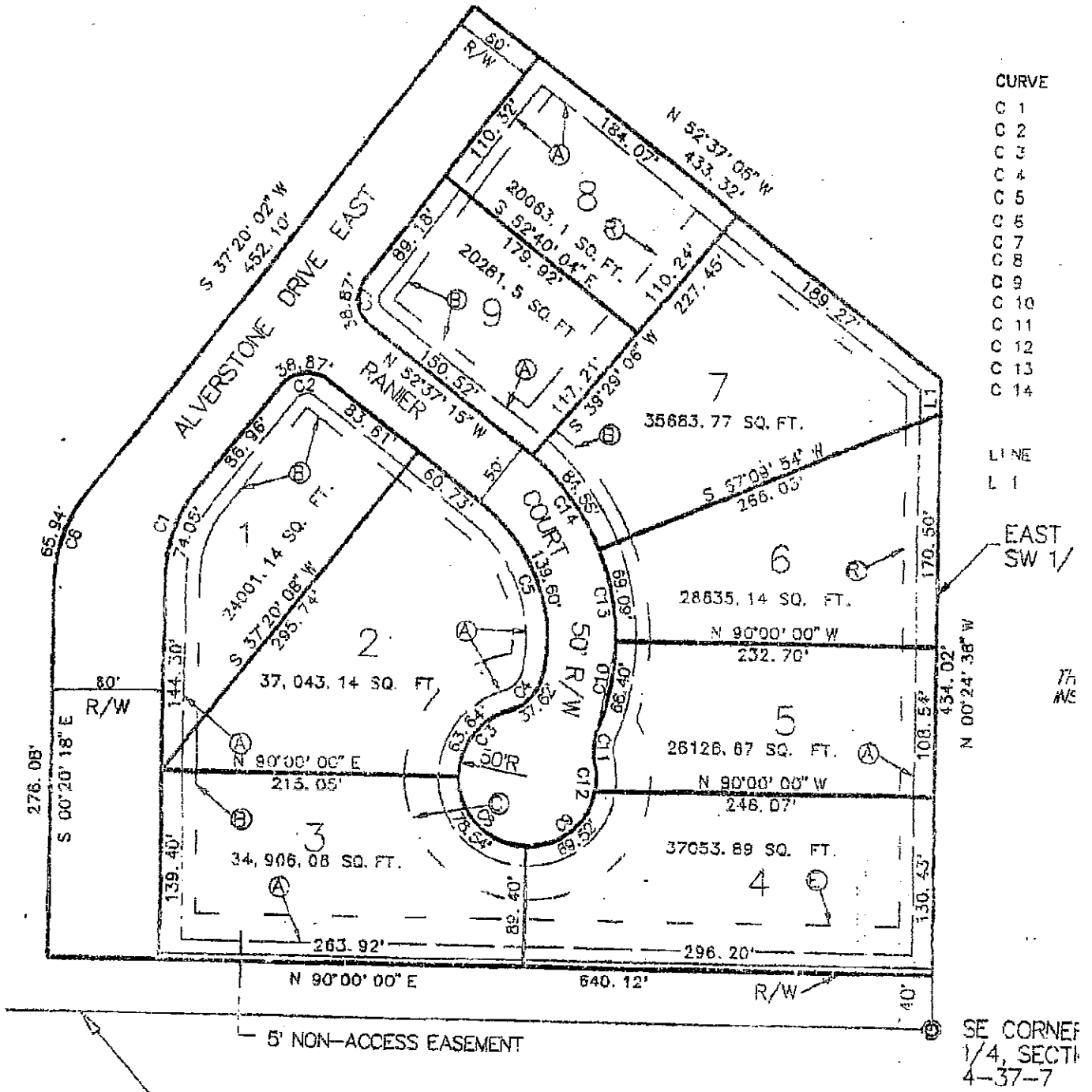
Lot 10 \$34,900	Lot 14 \$29,900	Lot 17 \$32,900
Lot 11 \$34,900	Lot 15 \$36,900	Lot 18 \$37,900
Lot 12 \$34,900	Lot 16 \$35,900	Lot 19 \$31,900
Lot 13 \$34,900		Lot 20 \$35,900

QUESTIONS? Contact Brad H. Hooley at:
 219-825-2115 or 1-800-860-8118 or email: bradhooley@AOL.COM

Bartel & Company, Realtors-Auctioneers, Middlebury Indiana, manages the development and marketing of this property.

Barteland Company.com
 - Summit





CURVE

- C 1
- C 2
- C 3
- C 4
- C 5
- C 6
- C 7
- C 8
- C 9
- C 10
- C 11
- C 12
- C 13
- C 14

LINE

- L 1

EAST SW 1/4

7/4 NE

SE CORNER 1/4, SECT 4-37-7

CENTERLINE C.R. 14 & SOUTH LINE SW 1/4 SECTION 4-37-7

PLAN COMMISSION APPROVAL APPROVED BY THE ELKHART THE SUBDIVISION REGULATION

LANDSCAPE MAINTENANCE CERTIFICATION MAINTENANCE OF ALL PLANTINGS

PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS AND EASEMENTS

For

THE SUMMIT, 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)

In

Elkhart County, Indiana

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

All the lots in said Sections (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 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 this Plat, 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. 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 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
1-1/2 Story and Bi-Level	1,500 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 this Plat, 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 Plat 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.

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

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. (Amended to: In-ground swimming pools will be permitted with architectural control committee approval.)

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.

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. 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.

18. COMPLETION DATE. Any structure begun must be completed within a period of one (1) year from the date of beginning, or thereafter be 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.

19. 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.

20. 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.

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

22. 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.

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

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

Each owner of a lot in 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. 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 is 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 Plat 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 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 (3) three percent (3%) or 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 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". Any past-due annual dues, assessments, or other charges assessable hereunder shall bear interest at the rate of eight percent (8%) per annum commencing thirty (30) days after same become due and with attorneys' fees, and shall be due and payable without relief from valuation and appraisal laws.

The Association may be formed for, and engage in, such other activities as may be beneficial to the lot owners, to the public at large, or which may qualify the Association as a "not-for-profit corporation or association", as defined in the Internal Revenue Code. Until such time as the Association is created by the Developer, the Developer, acting on behalf of the Association to be formed, shall be entitled to carry out the responsibilities assigned to, and enjoy and exercise the rights and powers granted to, the Association pursuant to these restrictions; provided, however, that the total of such dues and assessments levied by the Developer in such capacity against each lot shall not exceed One Hundred 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.

25. 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 AM, FM, 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.

26. 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.

27. FIRES. No fire shall be permitted to burn upon any street, lot or roadway in this subdivision.

28. 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 Homeowners Association, Inc., not later than five (5) years after all lots in this subdivision have been sold by the Developer, its successors and assigns.

29. 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 this Plat 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 24. 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 this Plat, these Restrictions and Limitations, including that provision of Paragraph 24 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 24, 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 (75%) of the lots in the subdivision.

30. 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 November 1, 2018, 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.

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

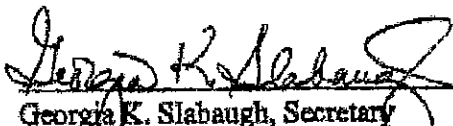
32. ENFORCEMENT OF COVENANTS. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure, is hereby vested in each owner of a lot in The Summit, and in the The Summit Homeowners Association, Inc., its successors and assigns. 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 Homeowners 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 Homeowners 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 Homeowners 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 24 of these Restrictions.

33. EFFECTIVE DATE. These Restrictions and Covenants shall be deemed to be attached to and shall be considered a part of the Plat of The Summit, Section One, and shall become effective upon their recording in the Office of the Recorder of Elkhart County, Indiana.

SEGRA PROPERTIES, LLC

By: _____
Robert D. Slabaugh, President

ATTEST:



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 14 day of December, 1998, Personally appeared Segra Properties, LLC, by Robert D. Slabaugh, its President, and Georgia K. Slabaugh, its Secretary, and acknowledged the execution of the above and foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires:
Jan. 9, 2001



Brad B. Haskley, Notary Public and
resident of Elkhart County, Indiana

This instrument was prepared by Stephen A. Seal, Attorney-at-law, Barnes & Thornburg, 600 1 st Source Bank Center, 100 North Michigan Street, South Bend, IN 46601.