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ANITA MATHER

ALLEN COUNTY RECORDER

FORT WAYNE, IN

Plat Cab. H Page 171

**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS,  
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AS  
PART OF THE DEDICATION AND PLAT OF  
EAGLE ROCK, SECTION III  
A SUBDIVISION OF CEDAR CREEK TOWNSHIP,  
ALLEN COUNTY, INDIANA**

Millennium Development, Inc., an Indiana corporation, by Eleftherios Maggos, its President, hereby declares that it is the Owner of the real estate described in Exhibit A, which is attached hereto, and shown and described as approximately 95 acres of real estate which has been approved and platted for a single-family residential subdivision known as Eagle Rock (the "Subdivision"). The Subdivision shall be developed in Sections, with Section III being set forth and described in Exhibit B. Additional Sections of the Subdivision shall be subject to covenants and restrictions.

The Lots in Section III of the Subdivision are numbered from 96 to 119, 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 hereby expressly dedicated to public use for their usual and intended purposes.

PREFACE

In addition to the recordation of the Plat and this document, there will be recorded the Articles of the Association, it being the Developer's intention that each Owner of a Lot in the Subdivision will become a member of the Association and be bound by its Articles and Bylaws. The Developer reserves the right to subdivide and plat nearby and/or adjacent real estate as additional sections of the Subdivision, and the lots in such additional sections subsequently platted and subdivided may also be permitted or required to be members of the Association.

ARTICLE I  
DEFINITIONS

Section 1.01. Definitions. The terms defined in this Article I shall, for all purposes of these Covenants, and any covenants supplemental hereto, have the meanings herein specified, unless the context otherwise requires:

- (a) The term "Articles" shall mean the Articles of Incorporation adopted by the Association and its successors and assigns.
- (b) The term "Association" shall mean and refer to Eagle Rock Community Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.
- (c) The term "Board of Directors" shall mean the duly elected board of directors of the Association.
- (d) The term "By-Laws" shall mean the By-Laws as initially adopted by the Association, and all amendments and additions thereto.
- (e) The term "Committee" shall mean the Architectural Control Committee established under Article V of these Covenants.
- (f) The term "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including, but not limited to, those areas designated on the plat as detention lakes or ponds, wetlands, park areas, entrances or other designated common areas, including Blocks A, B, C, D, E, F, and G.
- (g) The term "Covenants" shall mean this document and the restrictions, limitations and covenants imposed under it.
- (h) The term "Developer" shall mean and refer to Millennium Development, Inc.
- (i) The term "Lot" and in the plural form "Lots" shall mean either any of said Lots as platted or any tract or tracts of land as conveyed originally or by 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 Covenants or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one or parts of more than one Lot shall be considered a "Lot" unless said tract of land has a frontage of at least 80 feet in width at the established building line as shown on the Plat.

AUDITOR'S OFFICE  
Duly entered for taxation. Subject  
to final acceptance for transfer.

MAR 16 2022

  
AUDITOR OF ALLEN COUNTY


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(j) The term "Owner" and in the plural form "Owners" shall mean and refer to the record Owner(s), whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(k) The term "Plat" shall mean the recorded secondary plat of Eagle Rock.

(l) The term "Subdivision" shall mean and refer to that certain real property described on Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

### ARTICLE III PROPERTY RIGHTS

Section 2.01. Owner's Easements of Enjoyment. Each and every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon or located within the Common Area;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities situated upon or located within the Common Area by an Owner for that period during which any assessment against an Owner's Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction by an Owner of these Covenants or the Articles, Bylaws, or any published rules and regulations of the Association after hearing by the Board of Directors;

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

Section 2.02. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, the Owner's right to use and of enjoyment to the Common Area and recreational facilities situated or located within it, to the members of the Owner's family, tenants or contract purchasers who reside on the Owner's Lot.

### ARTICLE IIII MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Membership. Every Owner shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. There shall be one membership for contiguous Lots utilized by an Owner as a single residence.

Section 3.02. The Association shall have two classes of voting memberships:

(a) Class A. Class A membership shall consist of all Owners, except the Developer. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

(b) Class B. Class B membership shall consist of the Developer. Class B members shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when title to all Lots in all sections has been conveyed, or

(III) on December 31, 2030.

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.01. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting the Developer and any licensed home builder that is constructing a home on any Lot for sale to third parties, by acceptance of a deed therefor, 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. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be



a charge on the land and shall be a continuing lien upon the Lot 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 who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 4.02. Purpose of Assessments. The assessments levied by the Association shall be exclusively to promote the recreation, health and welfare of the residents of the Subdivision and for the improvement of facilities in and maintenance of the Common Area. It shall be the obligation of the Association to make provision for the maintenance of the Common Area.

Section 4.03. Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by the Developer of a Lot to an Owner, the maximum annual assessment shall be Four Hundred Dollars and 00/100 (\$400.00) per Lot. Subsequent assessments may be made as follows:

(a) From and after January 1 of the year immediately following the first conveyance of a Lot to an Owner, the maximum annual assessment may be increased each year by the Board of Directors, by a percentage of not more than 8% above the maximum annual assessment for the previous year, without a vote of the membership.

(b) From and after January 1 of the year immediately following the first conveyance of a Lot to an Owner, the maximum annual assessment may be increased by a percentage in excess of 8%, only by the vote or written assent of a majority of each class of members of the Association.

Section 4.04. Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 4.03, 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 construction, repair, or replacement of a capital improvement situated in or located upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of a majority of each class of members of the Association.

Section 4.05. Notice and Quorum for any Action Authorized Under Sections 4.03 and 4.04. Any action authorized under Sections 4.03 or 4.04 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 thirty (30) days, nor more than sixty (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 the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 4.06. Uniform Rate of Assessment. 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.

Section 4.07. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots then subject to an annual assessment, on the first day of the month following the first conveyance of a Lot by the Developer. The first annual assessment shall be prorated 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 thirty (30) days in advance of the date each annual assessment becomes due. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 4.08. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12% per annum, or the legal rate of interest in Indiana, whichever is higher. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien of an assessment against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot. The Association shall be entitled to recover the attorney fees, costs and expenses incurred by the Association because of the failure of an Owner to timely pay assessments provided herein.

Section 4.09. Subordination of the Lien to Mortgage. 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 affect the assessment lien against said Lot. No sale or transfer shall relieve such Owner or Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.10. Developer and Builder Assessments. In no event shall the Developer be obligated at any time to pay any dues or assessments for any Lot that the Developer owns. In no event shall any licensed home builder that is constructing a home on any Lot for sale to third parties be obligated at any time to pay any dues or assessments for any Lot that said builder owns.



ARTICLE V  
ARCHITECTURAL CONTROL

Section 5.01. Construction Approval. No building, deck, fence, wall, in-ground swimming pool or other structure, including but not limited to a wooden swing set, wooden gym set or wooden sand box, shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition to or change or alteration thereof be made to a structure on a Lot until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the Committee as to harmony and style of external design and location in relation to surrounding structures and topography in the Subdivision. The Committee shall be composed of three (3) members, the first committee members to be: Eleftherios Maggos, Daniel P. Lee, and Soutana Maggos Lee. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor.

Section 5.02. Delegation of Authority. The Committee shall have the exclusive authority and responsibility to review plans for construction of all primary dwellings 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 the construction of all other structures (excluding primary dwellings) in the Subdivision. After primary dwellings are constructed on all Lots in the Subdivision, the Board of Directors (or such other entity designated in the Articles or Bylaws) shall succeed to the Committee's responsibilities under this Article to review subsequent construction, modifications, and additions to structures in the Subdivision.

Section 5.03. Deemed Approval. In the event the Committee (or Board of Directors or other entity acting under Section 5.02) fails to approve or disapprove such design and location of a proposed structure within thirty (30) days after said complete plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been complied with in full.

ARTICLE VI  
GENERAL PROVISIONS

Section 6.01. Single-Family Residential Use. No Lot shall be used except for single family, Owner-occupied residential purposes. Owners shall be prohibited from renting a lot or any structure, or portion thereof, located on an Owner's Lot. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each dwelling shall include an attached garage of a size set forth in these Covenants. Each house shall include one yard light, located not less than 15 feet from the street curb and not less than 5 feet from the driveway on said Lot. No sheds or out-buildings, including penthouses, shall be erected on any Lot. The exterior front of the dwelling shall be constructed of brick or stone, or a combination of brick, stone, wood, Hardie Plank or other approved composite board. Accent vinyl cedar shake material shall be subject to Committee approval. The exterior front shall be defined as every wall, regardless of angle, constructed in the part of the house facing the front lot line. Additionally, any use of metal fascia and vinyl soffit shall be subject to Committee approval. Each dwelling shall include landscaping consisting of at least ten (10) well-developed shrubberies.

Section 6.02. Minimum Square Footage. No building shall be built having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 2150 square feet for a one-story dwelling (all on one-story, above grade), including lofted ranch dwellings. No dwelling of more than one-story shall be built having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages of less than 2600 square feet total house, with not less than 1800 square feet on the main level. All residences shall have an attached garage, which shall have at least a three (3) car minimum capacity and a floor area of not less than 740 square feet, and shall have two (2) or more doors with an aggregate width facing the driveway of not less than 25 feet.

Section 6.03. Building Location. No structure shall be located on any 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 7 feet to an interior Lot line, and no building located on an interior Lot nearer than 25 feet to the rear Lot line.

Section 6.04. Minimum Lot Size. No dwelling shall be erected or placed on any Lot having a width of less than 80 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than 11,200 square feet.

Section 6.05. Utility Easements. Easements for the installation and maintenance of utilities, cable and drainage facilities are reserved as shown on the Plat. No Owner of any Lot shall erect or grant to any person, firm, corporation, or other entity, 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, cable, 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 herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service or cable entrance facilities installed for any dwelling or other structure on a Lot connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot



who constructs the dwelling or other structure, and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections.

**Section 6.06. Surface Drainage Easements.** Surface Drainage Easements, Storm Water Detention Basins, Water Quality Features, Lot Swales 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 so as to achieve this intention. Such easements shall be maintained in an unobstructed and proper working condition during and after construction 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 and operable. It shall be the responsibility of the builder and/or the homebuyer to inspect rear and side swales for positive drainage conditions prior to closing on the lot. The Homeowners Association is responsible for the maintenance of the storm water detention basins. The developer shall be relieved of any responsibility for repair of the swales on the lot following the closing of the lot to either the builder or the homebuyer.

**Section 6.07. Flood Protection Grades.** In order to minimize potential damage to residences from surface water, minimum flood protection grades are established as set forth as follows:

Lots 99 and 100	830.7 feet mean sea level
Lot 101	829.0 feet mean sea level
Lot 102	828.0 feet mean sea level
Lot 103	826.0 feet mean sea level
Lot 104	822.2 feet mean sea level
Lot 105 and 106	825.5 front / 822.2 rear mean sea level
Lots 107 through 109	822.2 feet mean sea level
Lot 113	825.5 feet mean sea level
Lots 114 and 115	826.0 feet mean sea level
Lots 116 through 118	825.5 feet mean sea level

All residences on such Lots shall be constructed so that the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor equals or exceeds the applicable minimum flood protection grade established in this Section.

**Section 6.08. Landscaping.** A minimum of ten (10) shrubs shall be planted and located by each Lot Owner on each Lot.

**Section 6.09. Nuisance.** No noxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners of the Lots. The outside burning of leaves or other yard waste, rubbish, or any other matter shall be considered noxious, offensive or illegal activity for purposes of this provision.

**Section 6.10. 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, or 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 any residential building.

**Section 6.11. Outside Storage.** No boat, boat trailer, recreational vehicle, motor home, truck, camper or any other wheeled vehicle, other than passenger automobiles, shall be permitted to be parked ungaraged on any Lot or on any street in the Subdivision. A "truck" is defined for this purpose as one which is rated one-ton or more. No wheeled vehicle of any kind, including automobiles, shall be permitted to be parked on any street in the Subdivision for a continuous period in excess of 48 hours, or for a period which in the aggregate is in excess of eight (8) days per calendar year.

**Section 6.12. Free-Standing Poles, Post, or Structures.** No clothesline or clothes poles, or any other free-standing, semi-permanent or permanent poles, rigs or devices, regardless of purpose, shall be constructed, erected or located or used on any Lot, except that a pole for displaying the flag of the United States of America, permanent basketball goals on free-standing poles next to the driveway, and certain other free-standing posts or structures not otherwise prohibited herein are permitted subject to the prior written approval of the Committee. Basketball goals attached to the house or garage shall not be permitted.

**Section 6.13. Swimming and Wading Pools.** No above ground swimming pools or above ground wading pools of more than 6 feet in diameter and 18 inches deep shall be placed or maintained on any Lot. These permitted pools are for temporary placement in the backyard only. In-ground swimming pools and in-ground wading pools may be permitted with written consent of the Committee. Hot tubs and Jacuzzis of any kind may be permitted with written consent of the Committee. All pools must be in compliance with the Allen County Zoning Ordinance.



Section 6.14. Use of Ponds. Owners shall be permitted to use the Common Area ponds and detention lakes for fishing, as well as for non-motorized boating activities. However, swimming or ice skating in or on any such pond or detention lake shall be prohibited.

Section 6.15. Fences; Dog Houses. No wood or chain-link fences shall be constructed, erected, or located on any Lot. Subject to the Committee's approval, vinyl, wrought iron or metal fences (other than chain-link) of a height not exceeding 4 feet may be permitted with the Committee's approval. Notwithstanding any other provision of these Covenants, the Committee shall not approve construction of any fence on any Lot which, in the Committee's sole opinion, would create a sight obstruction of any lake or pond in the Subdivision from any other Lot that borders said lake or pond. No outside dog houses shall be constructed, erected, or located on any Lot.

Section 6.16. Swing Sets and Trampolines. No metal swing sets shall be permitted, and no above ground or in ground trampolines shall be permitted.

Section 6.17. Surrounding Area. Owners of Lots in the Subdivision and their successors in title are on notice and understand that the Subdivision is in an area where agricultural and farming operations, which may include livestock operations, occur. With this understanding, all Owners of Lots in the Subdivision, therefore, shall forego their right to bring a claim against any farmer or agricultural producer in the area who is practicing normal, reasonable, and necessary farming and livestock operations whether such operations now exist or may hereafter exist.

Section 6.18. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot or one sign of not more than 5 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.

Section 6.19. Antennas. No radio or television antenna shall be attached to any dwelling house. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish in excess of 18 inches in diameter shall be permitted on any Lot; however, a satellite disk or dish up to 18 inches in diameter may be attached to the exterior of any dwelling house. No attached or detached solar panels shall be permitted without prior written approval of the Committee.

Section 6.20. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 6.21. Animals. 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 purpose.

Section 6.22. Dumping and Mandatory Solid Waste Disposal. No Lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or outside incinerators shall be kept or allowed on any Lot. Unless such services are provided by a governmental agency or entity having jurisdiction thereof, the Association may contract for the disposal of garbage and other solid waste and may pay for the cost of such disposal through the assessments collected under these Covenants and any Owner who arranges for solid waste disposal to service a Lot shall not be excused from payment of any part of an assessment attributed to the cost of said waste disposal services for which the Association contracts under this Section.

Section 6.23. Workmanship. All structures on a Lot shall be constructed in a substantial and good workmanlike manner and of new materials. No roll 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 any Lot, and no roll roofing of any description or character shall be used on the roof of any dwelling or attached garage on any Lot.

Section 6.24. Driveways. All driveways shall be poured concrete and not less than 16 feet in width from the street to the garage.

Section 6.25. Private Utility. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lot.

Section 6.26. Street Utility Easements. In addition to the utility easements herein designated, easements in the streets, as shown on the Plat, are hereby reserved and granted to all public utility companies, the proprietors of the land herein platted and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of electrical conduit, cable conduit, gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.



Section 6.27. Storm Water Runoff. No rain and 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 the sanitary sewer system serving the Subdivision, which shall be a separate sewer system from the storm water and surface water run-off sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned storm water and surface water run-off sewer systems.

Section 6.28. Installation of Improvements. Before any house or building on any Lot shall be used and occupied as a dwelling or as otherwise provided by these Covenants, the Developer or any subsequent Owner of said Lot shall install all infrastructure improvements serving said Lot as provided in said plans and specifications for the Subdivision filed with the County of Allen or other governmental agencies having jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana or by any aggrieved Owner of a Lot in the Subdivision.

Section 6.29. Permits Required. Before any Lot may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 6.30. Enforcement Rights. The Association, the Developer, and any Owner (individually or collectively) shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Covenants. Failure by the Association, the Developer or by any Owner to enforce these Covenants shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.31. Invalidation. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 6.32. Term of Covenants and Renewals. These Covenants shall run with the land and be effective for a term of twenty (20) years from the date these Covenants are recorded after which they shall automatically be extended and renewed for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Owners of the Lots in the Subdivision, and provided further, the Developer, its successors or assigns, shall have the exclusive right for three (3) years from the date of recording of the Plat to amend any of these Covenants, except Section 6.02 above, with the approval of the Allen County Plan Commission, but without the need for consent of any Owner of a Lot.

Section 6.33. No Subdividing of Lots. No Lot or combination of Lots may be further subdivided until approval therefor has been obtained from the Allen County Plan Commission; provided, however, that the Developer 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 the adjoining Lot) so long as the effect of such addition does not result in the creation of a Lot which violates the limitation imposed by Section 6.04.

Section 6.34. Sidewalks. Plans and specifications for the Subdivision, on file with the Allen County Plan Commission, require the installation of concrete sidewalks within the street right-of-way in front of those Lots shown on the Plat. Except for common area sidewalks, which shall be the responsibility of the Developer, installation of all other sidewalks shall be the obligation of the Owner of any such Lot, exclusive of the Developer, and shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such Lot. The cost of said installation shall be a lien against any such Lot enforceable by the Allen County Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the Developer, such individual or corporation shall be considered an Owner for the purposes of the enforcement of this covenant.

Section 6.35. Attorney's Fees and Related Expenses. In the event the Association, the Developer, or an Owner shall be 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 hereinafter imposed by the provisions of these Covenants, it shall be entitled to recover from the party against whom the proceeding was brought all of the attorney's fees and related costs and expenses it incurred in such proceeding.

IN WITNESS WHEREOF, Millennium Development, Inc., an Indiana corporation, by its duly authorized President, Eleftherios Maggos, owner of the real estate described in said Plat, has set its hand and seal this 9 day of MARCH, 2022.

*SIGNATURE PAGE TO FOLLOW*





MILLENNIUM DEVELOPMENT, INC.

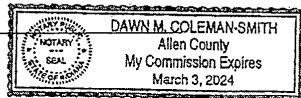
By: *Eleftherios Maggos*  
Eleftherios Maggos, its President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, this 17 day of 02-22, 2022, personally appeared Eleftherios Maggos, known to me to be the President of Millennium Development, Inc., and acknowledged the execution of the above and foregoing as his voluntary act and deed for and on behalf of said corporation for the purposes and uses therein set forth.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:



*Dawn M. Coleman-Smith*  
Name Printed: \_\_\_\_\_ Notary Public  
Resident of \_\_\_\_\_ County, Indiana

This instrument was prepared by: Peter G. Mallers (9001-02), Attorney at Law, Beers Mallers, LLP, 110 West Berry Street, Suite 1100, Fort Wayne, Indiana 46802

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. (PETER G. MALLERS)

38V7402/01544-18002/February 2, 2022



**EXHIBIT "A"**

**Page 1 of 2**

Part of the Northwest Quarter of Section 30, Township 32 North, Range 13 East, Allen County, Indiana and Part of the Southwest Quarter of Section 19, Township 32 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

Beginning at a 1 1/2- inch diameter iron pin marking the Southeast corner of the Northwest Quarter of Section 30, Township 32 North, Range 13 East, Allen County, Indiana; thence North 00 degrees 45 minutes 15 seconds East (INDOT GPS based bearing and basis for this description) along the East line of the Northwest Quarter of Section 30 a distance of 2664.4 feet to a 8-inch x 8-inch wood post marking the Northeast corner of the Northwest Quarter of Section 30 and the Southeast corner of the Southwest Quarter of Section 19; thence North 00 degrees 43 minutes 15 seconds East a distance of 679.5 feet to a 5/8- inch diameter iron pin; thence South 89 degrees 44 minutes 52 seconds West a distance of 1321.0 feet to a 5/8- inch diameter iron pin on the West line of the East Half of the Southwest Quarter of Section 19; thence South 00 degrees 59 minutes 20 seconds West along the West line of the East Half of the Southwest Quarter of Section 19 a distance of 669.6 feet to a 8-inch wood post marking the Southwest corner of the East Half of the Southwest Quarter of Section 19 and the Northwest corner of the East Half of the Northwest Quarter of Section 30; thence South 01 degrees 10 minutes 31 seconds West along the West line of the East Half of the Northwest Quarter of Section 30 a distance of 1950.51 feet to a 5/8- inch diameter iron pin; thence South 89 degrees 42 minutes 54 seconds East a distance of 345.1 feet to a 5/8- inch diameter iron pin; thence South 01 degrees 10 minutes 31 seconds West a distance of 712.75 feet to a point on the South line of the Northwest Quarter of Section 30, said point being 345.1 feet East of the Southwest corner of the East Half of the Northwest Quarter of Section 30; thence South 89 degrees 42 minutes 54 seconds East along the South line of the Northwest Quarter of Section 30 a distance of 998.46 feet to the point of beginning, containing 96.5 acres.



**EXHIBIT "B"**

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Part of the East half of the Northwest Quarter of Section 30, and Part of East half of the Southwest Quarter of Section 19, Township 32 North, Range 13 East, Allen County, Indiana, being part of the real estate conveyed to Millennium Development, Inc. in the deed recorded in Document No. 2019006716 in the Office of the Recorder of Allen County, Indiana, more particularly described as follows:

Commencing at a MAG nail marking the Southeast corner of the Northwest Quarter of said Section 30, said point also being the Southeast corner of Eagle Rock, Section I, as recorded in Plat Cabinet H, page 55, in the Office of the Recorder of Allen County, Indiana; thence North 01 degrees 18 minutes 43 seconds West (GPS Grid Bearing used for the basis of bearings in this description) along the East line of the Northwest Quarter of said Section 30, also the East line of said Eagle Rock, Section I, and along the East line of Eagle Rock, Section II (P.C. H, pg. 121), a distance of 2250.42 feet to the Northeast corner of said Eagle Rock, Section II, and the true point of beginning; thence along the Northerly line of said Eagle Rock, Section II, along the following nine courses:

thence North 81 degrees 10 minutes 46 seconds West, a distance of 261.04 feet;

thence South 08 degrees 49 minutes 14 seconds West, a distance of 24.74 feet;

thence North 81 degrees 10 minutes 46 seconds West, a distance of 325.78 feet;

thence North 84 degrees 52 minutes 13 seconds West, a distance of 89.07 feet;

thence South 89 degrees 01 minutes 34 seconds West, a distance of 265.60 feet;

thence North 33 degrees 58 minutes 18 seconds West, a distance of 36.83 feet;

thence South 78 degrees 51 minutes 07 seconds West, a distance of 148.11 feet;

thence South 85 degrees 22 minutes 59 seconds West, a distance of 50.28 feet;

thence South 79 degrees 47 minutes 17 seconds West, a distance of 198.90 feet to the Northwest corner of said Eagle Rock,

Section II, being a point located on the West line of the East Half of the Northwest Quarter of said Section 30; thence North 01 degrees 00 minutes 20 seconds West along said West line, a distance of 347.38 feet to the Northwest corner of the East Half of the Northwest Quarter of said Section 30; thence North 88 degrees 19 minutes 06 seconds East along the North line of the Northwest Quarter of said Section 30, a distance of 26.81 feet to the Southwest corner of the East Half of the Southwest Quarter of said Section 19; thence North 02 degrees 05 minutes 37 seconds West, along the West line of the East Half of the Southwest Quarter of said Section 19, a distance of 66.59 feet; thence North 87 degrees 54 minutes 23 seconds East, a distance of 210.00 feet; thence South 02 degrees 05 minutes 37 seconds East, a distance of 21.43 feet; thence North 87 degrees 54 minutes 23 seconds East, a distance of 527.61 feet; thence South 63 degrees 19 minutes 19 seconds East, a distance of 106.35 feet to a point on the South line of the Southwest Quarter of said Section 19 and the North line of the Northwest Quarter of said Section 30; thence North 88 degrees 19 minutes 06 seconds East along said line, a distance of 489.15 feet to a wood post marking the Southeast corner of the Southwest Quarter of said Section 19 and the Northeast corner of the Northwest Quarter of said Section 30; thence South 01 degrees 18 minutes 43 seconds East along the East line of the Northwest Quarter of said Section 30, a distance of 418.54 feet to the point of beginning, containing 11.685 acres, subject to easements.



