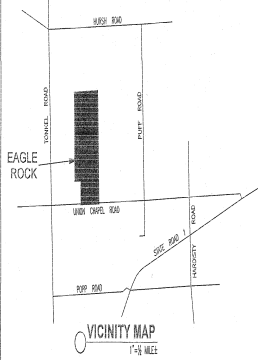


SECONDARY PLAT

EAGLE ROCK, SECTION II

A RESIDENTIAL SUBDIVISION LOCATED IN FORT WAYNE, INDIANA.
PART OF SECTION 30, TOWNSHIP 32 NORTH, RANGE 13 EAST, CEDAR CREEK TOWNSHIP, ALLEN COUNTY, INDIANA.

2021009686
RECORDED: 02/11/2021 08:50:37 AM
ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN



- NOTES:
- All lot corners are established with 3/8-inch diameter steel rebar (iron pin) with plastic identification cap (see FEMA 10027).
 - There are 10' intersection radii on all corner and cut-to-sec. lts.
 - All buried utilities must show for drainage grade to be based on storm drainage plans.
 - U. & S.D. can't determine utility and surface drainage easement.
 - Blocks are designated as common areas and utility and surface drainage easements.
 - Bound-in easements represent minimum flood protection grades.
 - This Plat has been verified by a Rule 13-40 305 boundary survey certified by Kenneth H. Harris, Indiana Professional Surveyor, and duly recorded under Document Number 2010044475 in the Office of the Recorder of Allen County, Indiana.
 - According to the Flood Insurance Rate Map (FIRM) number 180020180C, dated August 1, 2004, the lands described are located in Zone "X" and are in a Special Flood Hazard Area. The accuracy of this flood hazard statement is subject to map scale uncertainty.
 - RCE denotes Registered Drainage Easements.
 - AE denotes Approved Encroachment within a registered drain easement.

APPROVED by the Allen County, Indiana

Plan Commission on 02/08/2021

Susan Hood
Susan Hood, President

APPROVED by the Allen County, Indiana

Board of Commissioners on 01/25/21

Richard E. Beck
Richard E. Beck

APPROVED by the Allen County, Indiana

Theresa M. Brown

Chris Cloud
Chris Cloud, Allen County Deputy Auditor
ATTEST: Allen County Auditor

Kimberly R. Bowman
Kimberly R. Bowman, ACP
EXECUTIVE DIRECTOR

APPROVED by the Allen County, Surveyor

on 02/08/2021

Jeffrey W. Sorg
Jeffrey W. Sorg



DATE	NO.	ARC	CHORD	DL. BEARING	DELTA ANGLE
1	280.00	180.00	321.39	102°00'00"	0°00'00"
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TOT CURV			
LOT	ARC	ARC	CHORD
46	330.00°	19.54°	33.53
46	330.00°	3.65°	3.85
47	330.00°	134.29°	135.17
48	330.00°	134.56°	134.05
49	330.00°	88.06°	88.77
50	330.00°	71.64°	71.52
51	330.00°	71.64°	71.52
BOL. F	330.00°	31.92°	31.81
52	330.00°	30.56°	30.46

Plat Cab. H Page 121

**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AS
PART OF THE DEDICATION AND PLAT OF
EAGLE ROCK, SECTION II
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 II being set forth and described in Exhibit B. Additional Sections of the Subdivision shall be subject to covenants and restrictions.

The Lots in Section II of the Subdivision are numbered from 46 to 95, 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**

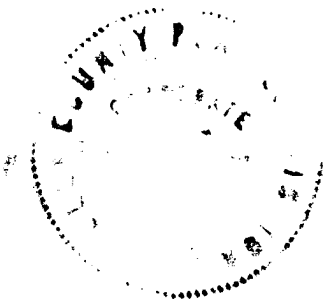
Section 1.01. Definitions. The terms defined in this Article I shall, for all purposes of these Covenants, and any covenants supplemental hereto, have the meanings herein specified, unless the context otherwise requires:

- (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.

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

FEB 10 2021

[Signature]
AUDITOR OF ALLEN COUNTY



(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.

(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 II 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 III 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:

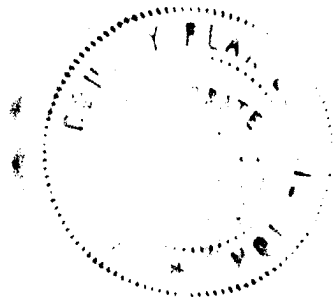
(a) Class A. Class A membership shall consist of all Owners, except the Developer. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owners among 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
- (ii) 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.

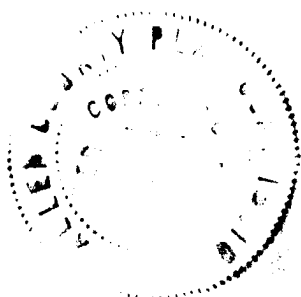
Section 6.02. Minimum Square Footage. No building shall be built having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 2150 square feet for a one-story dwelling (all on one-story, above grade), including lofted ranch dwellings. No dwelling 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 46 through 54	826.5 feet mean sea level
Lots 58 through 61	825.5 feet mean sea level
Lots 62	825.0 feet mean sea level
Lots 63 through 67	825.5 feet mean sea level
Lots 69 through 74	823.5 feet mean sea level
Lots 76 and 77	825.5 front / 823.5 rear feet mean sea level
Lots 78 and 79	823.5 feet mean sea level
Lots 80 and 81	827.0 front / 823.5 rear feet mean sea level
Lot 82	823.5 feet mean sea level
Lots 84 and 85	827.0 feet mean sea level
Lots 90 and 91	831.0 feet mean sea level
Lots 94 and 95	832.5 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.

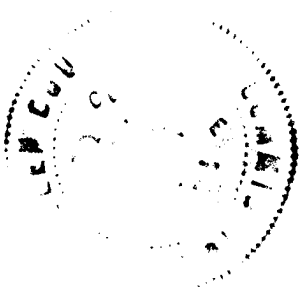
Section 6.24. Driveways. All driveways shall be poured concrete and not less than 16 feet in width from the street to the garage.

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.

[SIGNATURE AND NOTARY PAGE TO FOLLOW]

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 22 day of January, 2021.

MILLENNIUM DEVELOPMENT, INC.

By: [Signature]
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 22 day of JANUARY, 2021, 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.

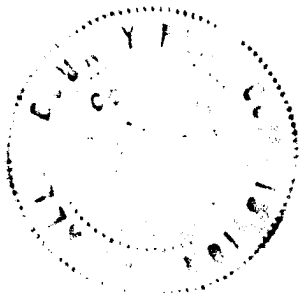
My Commission Expires:

8-30-2023

[Signature]
Name Printed: VICKI L. ROBERTS Notary Public
Resident of Allen County, Indiana

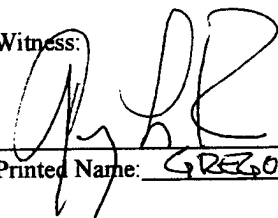


VICKI L. ROBERTS, Notary Public
Allen County, State of Indiana
My Commission Expires August 30, 2023



EXECUTED AND DELIVERED in my presence:

Witness:


Printed Name: GREGORY L ROBERTS


STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared GREGORY L ROBERTS, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Eleftherios Maggos, known to me to be the President of Millennium Development, Inc., in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this 22 day of January, 2021.

My Commission Expires:

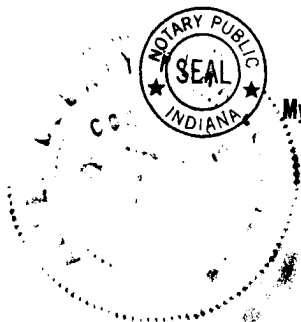
8-30-2023


Name Printed: VICKI L ROBERTS Notary Public
Resident of Allen County, Indiana

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

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. (PETER G. MALLERS)

36U4721/01544-18002/January 20, 2021



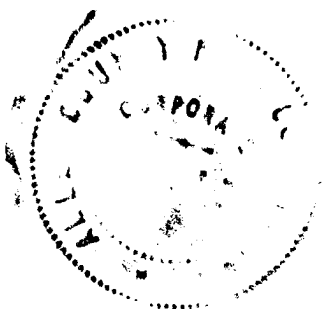
VICKI L. ROBERTS, Notary Public
Allen County, State of Indiana
My Commission Expires August 30, 2023

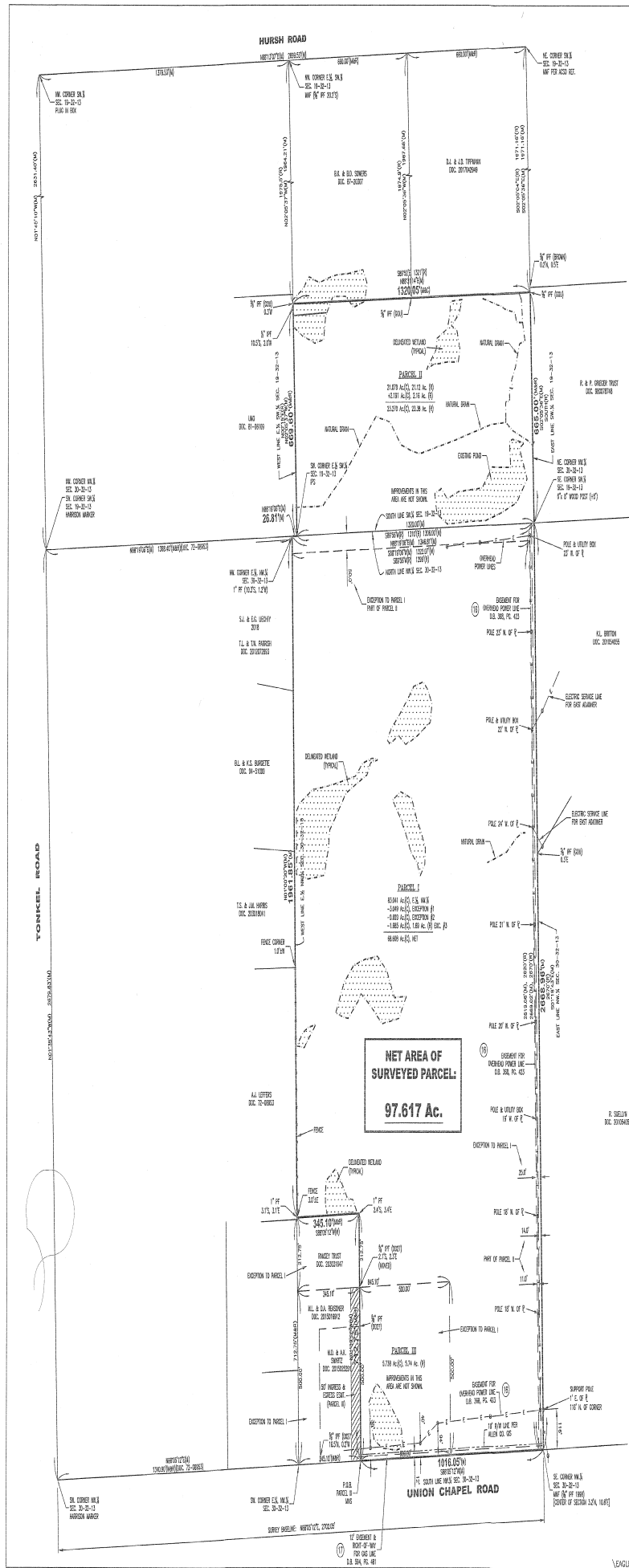
EXHIBIT "A"

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 ½- 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.





SURVEYOR'S REPORT

- 1) In accordance with Title 36S, Article 1, Rule 12, Section 1 through 30, of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:
 - A) Degree of Precision and Accuracy
 - B) Variance in the reference monument
 - C) Discrepancy in record descriptions and plat
 - D) Inconsistency in lines of occupation
- 2) The acceptable relative positional accuracy of the corners of the subject tract established on this survey is within the specifications for a Suburban Survey as defined in IAC 36S.
- 3) Variance in the reference monuments of as much as 10.5 feet exist as shown herein.
- 4) Discrepancy in record descriptions of as much as 23 feet exist along the North line of the East half of the Northwest Quarter of Section 30.
- 5) Inconsistency in lines of occupation of as much as 3 feet exist on the West property line due to fence location.

A Commitment for This Insurance, issued by First American Title Insurance Company, Commitment No. 4125-12383, Commitment Date July 25, 2018, Date Printed October 4, 2018, was reviewed, and the legal description and easements contained therein, if any, are shown on this survey.

The survey has been prepared to facilitate the transfer of this property and is not to be used for other purposes without the written permission of Donovan Engineering, Inc. Copies of this survey may be used for related purposes only. This document is not valid without the original hard and soft copy of this survey.

This is an enlargement survey of the real estate described in the above referenced IAC commitment and currently owned by David M. Turner (Plat 1) and is not a new survey.

The basis of bearings for this survey are GPS bearings tied to the State Plane Coordinate System, as supplied by Indiana Department of Transportation's INGPS network, GEODETIC DATUM: NAD83, VERTICAL DATUM: NAVD83.

The location for this survey is the South line of the NW 1/4 of Section 30-22-13, established between the Northern Monument (by ACS) at the Southwest corner of the NW 1/4 and a May 1st found at the Southwest corner of the SW 1/4.

The May 1st found was set by a 1/2" iron rod by this office for record use for back to 1888. This point works with the historical location of these lines, and evidence of former fence lines, running North and South from this point.

The identified corner of section, which exist in the intersection of a right line connecting the quarter corners of Section 30, creates a point 24 feet North and 103 feet East of the May 1st. This point was not used for this survey.

The East line of the NW 1/4 of Section 30 runs between said May 1st and a wood corner post located at the Northeast corner of said NW 1/4. This corner post is called out in record descriptions.

The North line of the NW 1/4 of Section 30 was established between a Northern Monument (by ACS) at the Northwest corner of the NW 1/4 and said wood corner post at the Northeast corner of the NW 1/4.

The West line of the East half of the NW 1/4 of Section 30 was established by record dimensions found in the deed for the West 1/2 of the NW 1/4 (Doc. 12-18555). These dimensions are 1348.00 feet East of the Southwest corner of the NW 1/4, and 1390.40 feet East of the Northwest corner of the NW 1/4. Existing record dimensions and occupation notes from 13 feet North to 31 feet East of this line.

The South line of the NW 1/4 of Section 30-22-13 is the same as the North line of the NW 1/4 of Section 30-22-13.

The East line of the SW 1/4 of Section 30 was established between the wood corner post at the Southwest corner of the SW 1/4 (also the Northwest corner of the NW 1/4 of Section 30) and a May 1st found (per ACS) at the Northwest corner of the SW 1/4.

The North line of the SW 1/4 of Section 30 was established between the May 1st at the Northeast corner and a 1/2" iron rod at the Northwest corner of the SW 1/4.

The West line of the East half of the SW 1/4 of Section 30 was set 1320.00 feet per record dimensions and also the theoretical distance for a fractional half quarter section.

The West property line (North line of Parcel 1) was established by record dimensions of 655.00 feet on the East line of the SW 1/4 and 888.00 feet on the West line of the SW 1/4. This line is set by a 1/2" iron rod by this office for record use for back to 1888. This point works with the historical location of these lines, and evidence of former fence lines, running North and South from this point.

Substance and environmental conditions were not examined or considered to be part of this survey.

This survey and report does not investigate the possibility of uncharted rights.

It is not the intent of this survey or Surveyor to determine ownership, rights of ownership, nor title of the property.

This survey is the opinion of a Licensed Professional Surveyor in the State of Indiana as to the actual location of the lines and corners called for on the deed description(s). This opinion is based on best, relevant field and research evidence, and established Standard of Care.

SURVEY NOTES

1. The utility locations were established by field observation, utility maps, and/or utility markers. No certification either expressed or implied is given as to the utility or capacity of any utility. Further, there is no certification either expressed or implied, for the location, existence or status, of any underground utility structure, including but not limited to water, sewer, gas, electric, telephone, cable, fiber optic, or other utility. The surveyor does not represent or warrant the location of underground utilities, such as underground oil, gas, water, or other utility or claims that may exist underground, and no claim of liability is expressed.
2. Substance and environmental conditions were not examined or considered to be part of this survey.
3. This survey and report does not investigate the possibility of uncharted rights.
4. It is not the intent of this survey or Surveyor to determine ownership, rights of ownership, nor title of the property.
5. Commitment for This Insurance, issued by First American Title Insurance Company, Commitment No. 4125-12383, Commitment Date July 25, 2018, Date Printed October 4, 2018, was reviewed, and the legal description and easements contained therein, if any, are shown on this survey.
6. Easement for electric power granted to Indiana & Michigan Electric Company as recorded July 18, 1941 in Deed Book 300, page 423 (Doc. 12-18555). This item is an easement for poles and wires in the East half of the Northwest Quarter of Section 30. The poles and wires referred to are located on shown on this survey, running East and West 25 to 110 feet North of the South property line and running North and South 15 to 25 feet West of the East property line.
7. Right of Way Grant to Northern Indiana Gas and Light Company, Inc. recorded November 4, 1981 in Deed Book 364, page 481 (Doc. 12-18555). This item is an easement and right of way for a natural gas pipeline, and easement is 12 feet wide adjacent to the South property line.
8. The right of way grant was found for Union Chapel Road. The right-of-way shown is 18 feet per the Allen County GIS Maps.
9. The railroad cross shown were supplied by Earth Systems, Inc.

SURVEY LEGEND

- FF Iron Pin (Plat) Found
- FF Pipe Found
- FF Railroad Spike Found or (S) Set
- FF P.K. Nail Found or (S) Set
- FF May 1st Found or (S) Set
- FF 5/8" iron pin w/ star stamped "1888 FPM 3027"
- FF Right-of-Way Line
- FF Property Line
- FF Center Line
- FF Measured (P) Potted
- FF Recorded (C) Calculated
- FF ITEM NUMBER IN SCHEDULE OF THE COMMITMENT

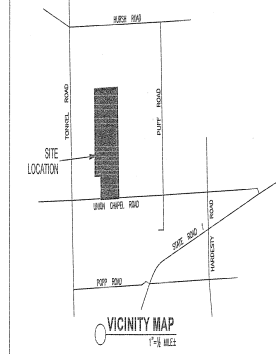
All monuments are of grade except as noted.
Monuments found have no documented history, except as noted.

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NO.	DATE	REVISIONS	DESCRIPTION	BY

2021090686
RECORDED: 02/11/2021 08:50:37 AM
ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN



LEGAL DESCRIPTION

RECORD DESCRIPTION
AS SUPPLIED BY FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. 4125-12383
COMMITMENT DATE: JULY 25, 2018
DATE PRINTED: AUGUST 23, 2018

PARCEL 1
The East One-half of the Northwest 1/4 of Section 30, Township 32 North, Range 13 East, Allen County, Indiana, excepting therefrom the following:

The North 50 feet of the East 1/2 of the Northwest 1/4 of said Section 30, the East 25 feet of the East 1/2 of the Northwest 1/4 of said Section 30 and the West 65.1 feet of the South 200 feet of the East 1/2 of the Northwest 1/4 of said Section 30.

The parcel shall in provision deed to contain 97.617 acres of land, more or less after said exception.

ALSO EXCEPTING:
Part of the East half of the Northwest Quarter Section Thirty (30), Township Thirty-two (32) North, Range Thirteen (13) East, Allen County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the East half of said Northwest Quarter Section 30 along the West line of said East half, a distance of 500 feet to the point of beginning; thence continuing North along the West line of said East half, a distance of 212.75 feet; thence East and parallel to the South line of said Northwest Quarter, a distance of 545.1 feet; thence South and parallel to the West line of said East half, a distance of 212.75 feet; thence West and parallel to the South line of said Northwest Quarter, a distance of 545.1 feet to the point of beginning; and in provision deed to contain 1.38 acres, more or less, subject to easements of record.

PARCEL 2
Part of the Southwest 1/4 of Section 18, Township 32 North, Range 13 East and part of the Northwest 1/4 of Section 18, Township 32 North, Range 13 East in Allen County, Indiana, specifically described as follows:

Commencing at the corner of Section 18, Township 32 North, Range 13 East; thence East along the South line of the Northwest 1/4 of said Section 20, Township 32 North, Range 13 East a distance of 14 feet to a point; thence North a distance of 257.0 feet to a point on the North line of said Northwest 1/4; thence South 88 degrees 59 minutes West a distance of 1350 feet along said North 1/4 Section line to the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 32 North, Range 13 East; thence North 88 degrees 59 minutes East along the West line of said 1/4 of Section 18 a distance of 1888 feet to a point; thence South 88 degrees 59 minutes East a distance of 1351 feet to a point on the East line of the Southwest 1/4 of Section 18, Township 32 North, Range 13 East; thence South along said East line 1/4 of Section line a distance of 485 feet to the Southwest corner of said Southwest 1/4 Section; thence continuing South along the East line of the Northwest 1/4 of Section 18, Township 32 North, Range 13 East, a distance of 257.0 feet to the point of beginning; and in provision deed to contain 21.2 acres, more or less, subject to every right of any owner the South boundary thereof.

ALSO:
The following described real estate in Allen County, Indiana, to wit:

Real estate in the Northwest Quarter of Section 30, Township 32 North, Range 13 East in Allen County, Indiana, specifically described as follows:

Commencing at a point on the South line of the Northwest Quarter of Section 30-22-13 a distance of 14 feet West of the center of said Section 30-22-13; thence continuing North along the South line of said Northwest Quarter Section a distance of 11 feet to a point; thence North a distance of 852.00 feet to a point; thence South 88 degrees 59 minutes West a distance of 1350 feet along said North 1/4 Section line to the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 32 North, Range 13 East; thence North 88 degrees 59 minutes East along the West line of said 1/4 of Section 18 a distance of 1888 feet to a point; thence South 88 degrees 59 minutes East a distance of 1351 feet to a point on the East line of the Southwest 1/4 of Section 18, Township 32 North, Range 13 East; thence South along said East line 1/4 of Section line a distance of 485 feet to the Southwest corner of said Southwest 1/4 Section; thence continuing South along the East line of the Northwest 1/4 of Section 18, Township 32 North, Range 13 East, a distance of 257.0 feet to the point of beginning; and in provision deed to contain 21.2 acres, more or less, subject to every right of any owner the South boundary thereof.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

TOGETHER with the right of ingress and egress over or easement being described on the East 50 feet of the West 36.1 feet of the South 500 feet of the East 1/2 of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East.

EXHIBIT "B"

Part of the East half of the Northwest Quarter of Section 30, Township 32 North, Range 13 East, 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, a distance of 732.62 feet to the Northeast corner of said Eagle Rock, Section I, and the true point of beginning; thence along the Northerly line of said Eagle Rock, Section I, along the following twenty courses:

thence South 88 degrees 41 minutes 17 seconds West, a distance of 151.45 feet;

thence North 66 degrees 53 minutes 05 seconds West, a distance of 106.11 feet;

thence North 57 degrees 27 minutes 07 seconds West, a distance of 105.02 feet;

thence North 64 degrees 35 minutes 31 seconds West, a distance of 20.11 feet;

thence North 67 degrees 06 minutes 10 seconds West, a distance of 101.42 feet;

thence North 16 degrees 09 minutes 08 seconds West, a distance of 100.30 feet;

thence North 20 degrees 35 minutes 52 seconds West, a distance of 50.00 feet;

thence South 69 degrees 24 minutes 08 seconds West, a distance of 51.66 feet;

thence North 10 degrees 26 minutes 59 seconds West, a distance of 161.72 feet;

thence South 83 degrees 07 minutes 09 seconds West, a distance of 80.00 feet;

thence South 21 degrees 24 minutes 08 seconds West, a distance of 16.00 feet;

thence North 68 degrees 35 minutes 52 seconds West, a distance of 50.00 feet to a point on a non-tangent curve;

thence Southerly along a curve to the left having a radius of 350.00 feet, an arc distance of 26.54 feet, subtended by a chord which bears South 19 degrees 13 minutes 49 seconds West for a distance of 26.53 feet;

thence North 72 degrees 56 minutes 30 seconds West, a distance of 155.00 feet;

thence North 16 degrees 55 minutes 22 seconds East, a distance of 133.84 feet;

thence North 11 degrees 57 minutes 51 seconds West, a distance of 115.16 feet;

thence North 45 degrees 44 minutes 46 seconds West, a distance of 214.87 feet;

thence North 22 degrees 17 minutes 26 seconds West, a distance of 124.15 feet;

thence South 60 degrees 24 minutes 08 seconds West, a distance of 150.12 feet;

thence South 89 degrees 00 minutes 24 seconds West, a distance of 195.07 feet to the Northwest corner of said Eagle Rock, Section I, 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 680.12 feet; thence North 79 degrees 47 minutes 17 seconds East, a distance of 198.90 feet; thence North 85 degrees 22 minutes 59 seconds East, a distance of 50.28 feet; thence North 78 degrees 51 minutes 07 seconds East, a distance of 148.11 feet; thence South 33 degrees 58 minutes 18 seconds East, a distance of 36.83 feet; thence North 89 degrees 01 minutes 34 seconds East, a distance of 265.60 feet; thence South 84 degrees 52 minutes 13 seconds East, a distance of 89.07 feet; thence South 81 degrees 10 minutes 46 seconds East, a distance of 325.78 feet; thence North 08 degrees 49 minutes 14 seconds East, a distance of 24.74 feet; thence South 81 degrees 10 minutes 46 seconds East, a distance of 261.04 feet to a point on the East line of the Northwest Quarter of said Section 30; thence South 01 degrees 18 minutes 43 seconds East along said East line, a distance of 1517.80 feet to the point of beginning, containing 34.751 acres, subject to road rights-of-way and easements.

