

EAGLE ROCK, SECTION I

2019059156
RECORDED: 11/18/2019 09:18:01 AM
ANITA WATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

EAGLE ROCK SECTION I


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:

[illegible]

WE, HAMILTON DEVELOPMENT, INC., THE UNDERSIGNED OWNERS BY VIRTUE OF THAT CERTAIN DEED SHOWN IN DOCUMENT #2019006716 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA, OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE INFORMATION SHOWN ON THE SECONDARY PLAT. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS EAGLE ROCK, SECTION 1 IN ADDITION TO ALLEN COUNTY, INDIANA.

IN WITNESS WHEREOF, MILLENNIUM DEVELOPMENT, INC., a corporation organized and existing under the laws of the State of Indiana, Owner of the real estate described in said Plat, has hereto set its hand, by its duly authorized officer, this 8th day of November, 2019.

MILLENNIUM DEVELOPMENT, INC.
an Indiana Corporation

By: 
ELEFTHERIOS WAGOOS, President

NOV 15 2013
2013
HILLCO

I, KENNETH N. HARRIS, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; that based on my knowledge, experience and belief, this plot and accompanying legal description accurately depict a subdivision of real estate described by Dec. No. 20100037916 in the Office of the Recorder of Allen County, Indiana; that all matters shown herein actually exist; that their location, size, type and material are accurately shown; that there has been no change from the realities of survey needed by the survey referenced herein; or any prior subdivision plats contained therein, on any lines that are common with the one subdividing.

THIS PLAT PREPARED BY KENNETH W. HARRIS, P.S.

1967  2019
DONOVAN
ENGINEERING, INC.
3521 Lake Avenue, Suite 2
Fort Wayne, Indiana 46805
Office 260.424.7418
Fax 260.424.1918
www.donovan-eng.com
GREGORY L. ROBERTS, P.E. C-0014

DEVELOPER
MILLENNIUM DEVELOPMENT, INC.
4011 WEST JEFFERSON BLVD.
FORT WAYNE, INDIANA 46804
OFFICE: 260.432.6600
FI: 260.410.3466



KENNETH M. HARRIS, P.S. #29500021

11-01-19


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EAGLE ROCK/ER1 PLAT.DWG

A vicinity map showing the intersection of Highway 100 and Highway 1. Highway 100 runs vertically, and Highway 1 runs diagonally. The intersection is labeled '100 1'. To the left of Highway 100, there is a shaded rectangular area labeled 'EAGLE ROCK' with an arrow pointing to it. The map also shows 'TOWNSEND ROAD' and 'PUMP ROAD' intersecting Highway 100, and 'TOWNSEND ROAD' intersecting Highway 1. The text 'VICINITY MAP' and '1"=1 MILE' are at the bottom.

- 1) All lot corners are established with 3/4-in. diameter steel rods (one pair) with plastic identification caps (US NR 10022).
- 2) There are 20' intersection sets of all corner and cut-of-the-rock sets.
- 3) All buried utilities must allow for drainage roads grades on stream drainage paths.
- 4) U & S.S. E. 1/4 Section divides utility and surface drainage easement.
- 5) Easements are designated as common access and utility and surface drainage easements.
- 6) Flood-in easements represent minimum flood protection grades.
- 7) This Plat was originally filed in Tax 12-19-92 secondary survey certified by Kenneth W. Harris, Indiana County, and duly recorded under Deed Book 2280446745 in the Office of the Recorder of Allegheny County, Indiana.
- 8) According to the Flood Insurance Rate Map (FIRM) 1300247860, dated August 3, 2003, the terrain described herein is located in Zone 1 and is not in a Special Flood Hazard Area. The occurrence of this flood hazard is subject to map scale uncertainty.
- 9) REC denotes Regulated Drainage Easement.
- 10) AC denotes Approved Drainage Conveyance within a regulated drain easement.

APPROVED by the Allen County, Indiana

Plan Commission on Nov 14, 2019


Susan Hoot, President

David Bailey, Vice President

APPROVED by the Allen County, Indiana

Board of Commissioners on 11-14 19

F. Nelson Peters
F. Nelson Peters, President

Thomas H. Dixon, Jr. Dixon

Richard E. Beck, Jr., Secretary

[illegible]

APPROVED by the Allen County Zoning

11-14-2019

Kimberly R. Bowman

10000-00 1 11 11 0 1 0

on Nov. 3rd 2

REGULATED DRAINAGE EASEMENT NOTE:

[illegible]

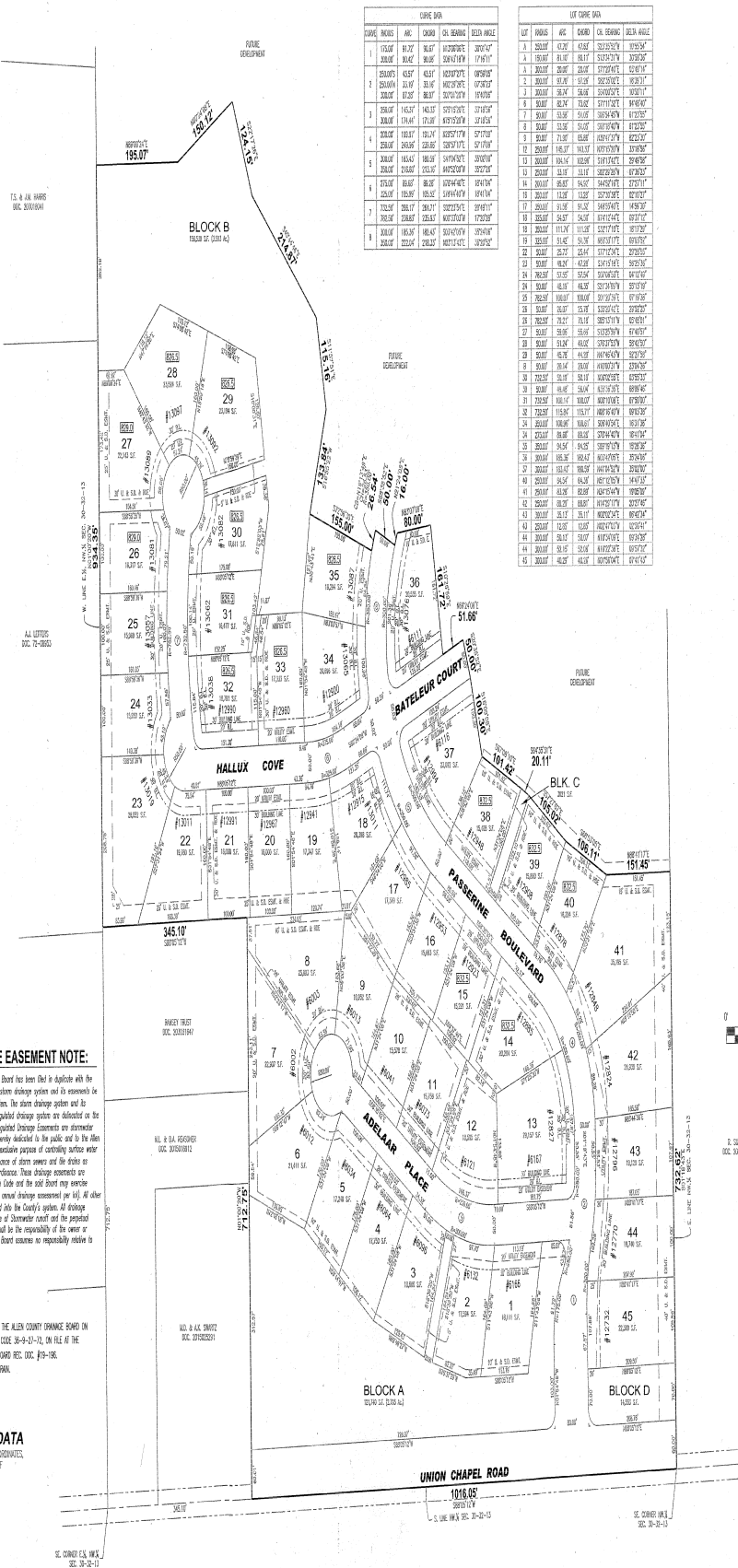
ORANGE SYSTEM = 2053 FEET

CONSENT FOR PERMANENT STRUCTURES ISSUED BY THE ALLEN COUNTY DRAINAGE BOARD ON
OCTOBER 10, 2019, IN ACCORDANCE WITH INDIANA CODE 36-9-27-72, ON FILE AT THE
ALLEN COUNTY SURVEYOR'S OFFICE AS DRAINAGE BOARD REC. DOC. #19-196.
REFERENCE: SINGLE ROCK SECTION 1 REGULATED DRAIN.

SITE BENCHMARK DATA
SOURCE: INDIANA EAST STATE PLANE COORDINATES,
AS SUPPLIED BY INDIANA DEPARTMENT OF
TRANSPORTATION'S INDOORS NETWORK.
GEODETIC DATUM: NAD83
VERTICAL DATUM: NAVD83

 LOCAL BENCHMARK

TOP OF MAG NAIL MARKING THE
SOUTHEAST PROPERTY CORNER
ELEV. 834.18 (NAVD88)





8 6 5 6 6 8 7
Tx:4394388

2019059156

RECORDED: 11/18/2019 09:18:01 AM

ANITA MATHER

ALLEN COUNTY RECORDER

FORT WAYNE, IN

OVERSIZED PLAT

Plat Cab. H Page 55

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

The Lots in Section I of the Subdivision are numbered from 1 to 45, 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.

By _____
County Clerk for Allen County, Indiana, at
to final acceptance for transfer.

NOV 15 2019

[Signature]
AUDITOR - ALLEN COUNTY



15

(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.

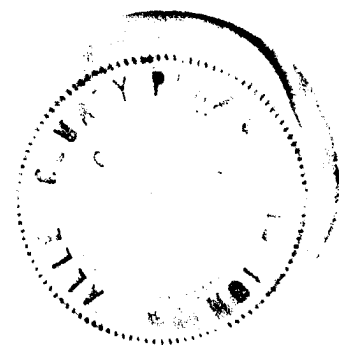
Section 4.10. Developer and Builder Assessments. In no event shall the Developer be obligated at any time to pay any dues or assessments for any Lot that the Developer owns. In no event shall any licensed home builder that is constructing a home on any Lot for sale to third parties be obligated at any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

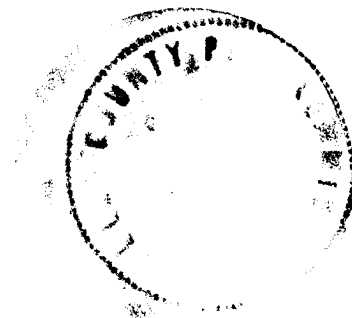
Section 6.02. Minimum Square Footage. No building shall be built having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 2150 square feet for a one-story dwelling (all on one-story, above grade), including lofted ranch dwellings. No dwelling 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 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 run-off 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 condition, and the County Surveyor, a proper public authority having jurisdiction over storm drainage, the Developer until all Lots in the Subdivision are sold, or the Association after all Lots in the Subdivision are sold or with the consent of the Developer, shall have the right to determine if any obstruction exists and to repair and maintain or require such repair and maintenance or remove or require the removal of such obstruction, including but not limited to fences and landscaping, as shall be reasonably necessary to keep the conductors unobstructed. The party removing the obstruction shall not be liable to the Lot Owner for said removal.

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 14 and 15	832.5 feet mean sea level
Lots 26 and 27	829.0 feet mean sea level
Lots 28 through 35	826.5 feet mean sea level
Lots 38 through 40	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.

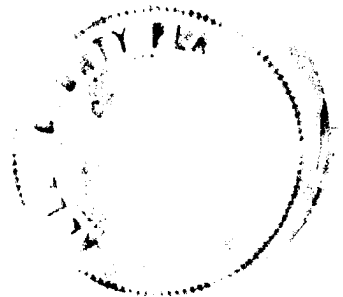
Section 6.17. Surrounding Area. Owners of Lots in the Subdivision and their successors in title are on notice and understand that the Subdivision is in an area where agricultural and farming operations, which may include livestock operations, occur. With this understanding, all Owners of Lots in the 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.

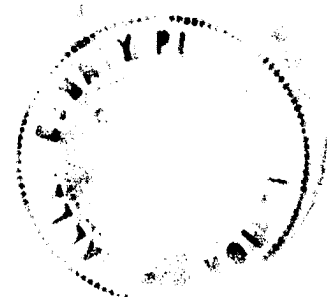
Section 6.32. Term of Covenants and Renewals. These Covenants shall run with the land and be effective for a term of twenty (20) years from the date these Covenants are recorded after which they shall automatically be extended and renewed for successive periods of ten (10) years; provided these covenants 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 25 day of OCTOBER, 2019.

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 25 day of OCTOBER, 2019, 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:

4-23-2023

[Signature]
Name Printed: JUSTINA ROTH Notary Public
Resident of WHITLEY 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)

35M1766/01544-18002/Oct. 1, 2019



JUSTINA ROTH, Notary Public
Whitley County, State of Indiana
Commission No. 667055
My Commission Expires: April 23, 2023

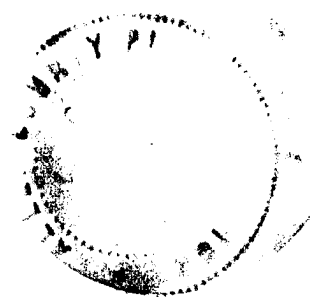
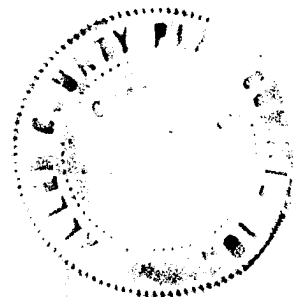


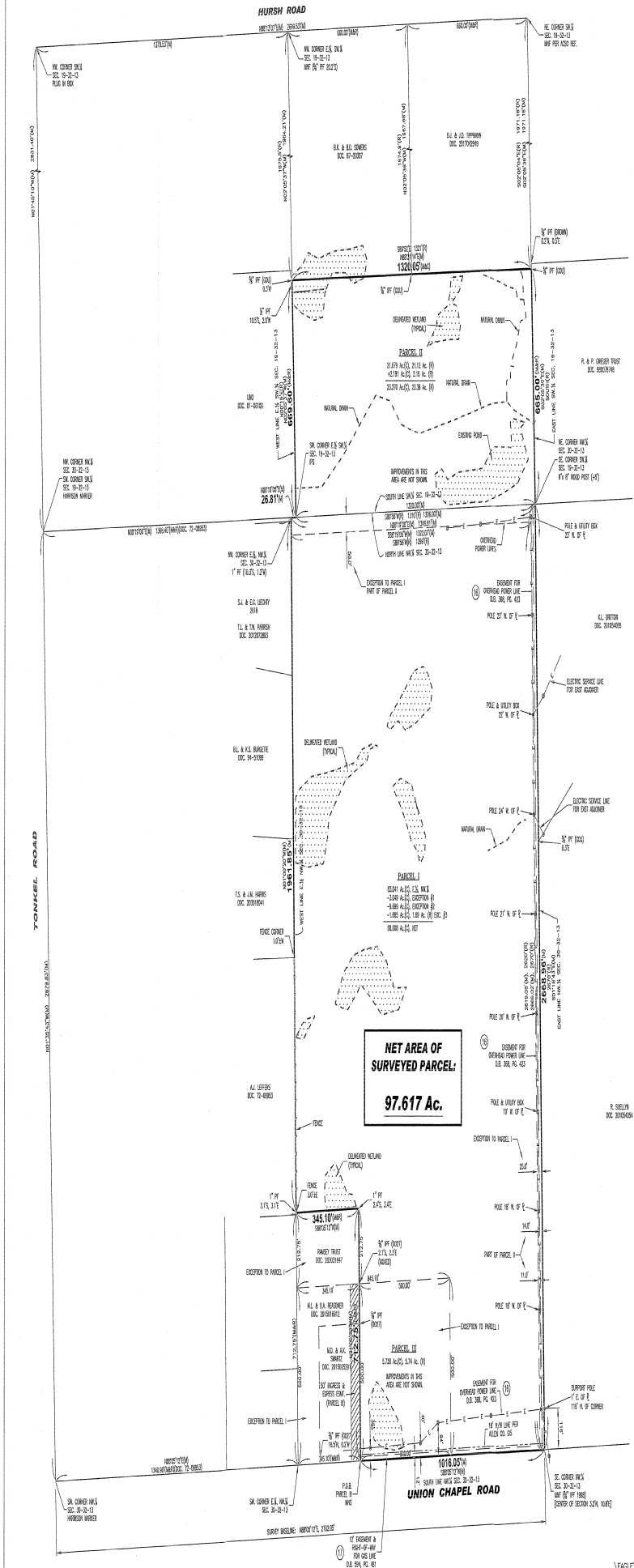
EXHIBIT "A"

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 the ILS, 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 location of the lines and corners established on this survey as a result of:

- A) Degree of Precision and Accuracy;
- B) Variations in the reference monuments;
- C) Discrepancies in record descriptions and plots;
- D) Inadequacies in lines of occupation;

- A) The applicable relative positional accuracy of the corners of the subject tract established on this survey is within the specifications for a Subdivision Survey as defined in IAC 865.
- B) Variations in the reference monuments of as much as 10.5 feet each as shown herein.
- C) Discrepancy in record descriptions of as much as 3.3 feet each along the North line of the East half of the Northwest Quarter of Section 30.
- D) Inadequacies in lines of occupation of as much as 3 feet each on the West property line due to fence location.

A Certificate for Title Insurance, issued by First American Title Insurance Company, Commitment No. 4025-124323, Commitment Date July 25, 2018, Date Printed October 4, 2018, was received, reviewed, and the legal description and comments 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 archival purposes only. This document is not valid without the original hand and seal and full warranties.

This is an instrument survey of the real estate described in the above referenced title commitment and currently owned by David M. Turner (Person 1) and Kim Anne Turner (Person 2).

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 INDOTS network. GEODETIC DATUM: NAD83. VERTICAL DATUM: NAVD83.

The bearings for this survey is the South line of the NW 1/4 of Section 30-34-13 established between the Northern Monument (by ACSS) of the Southwest corner of the NW 1/4 and a May Nail found at the Southwest corner of the NW 1/4.

The May Nail found also over a "6" meter used by this office for various work as far back as 1998. This point marks with the historical location of fence line, and evidence of former fence line, running North and South West this point.

The fractional corner of straight line would be the intersection of straight line connecting the quarter corners of Section 30 contain a point 3.2 feet North and 10.2 feet East of the May Nail. This point was not used for this survey.

The East line of the NW 1/4 of Section 30 runs between May Nail and a wood corner post located at the Northeast corner of said NW 1/4. The corner post is called out in several adjoining deeds.

The North line of the NW 1/4 of Section 30 was established between a Northern Monument (by ACSS) 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 Adjoining All (Person 1) (Deed 17-0855). These dimensions are 1245.00 feet East of the Southwest corner of the NW 1/4, and 1288.40 feet East of the Northwest corner of the NW 1/4. Siding representation and occupation varies from 1.5 feet West to 3.5 feet East of this line.

The South line of the SW 1/4 of Section 30-34-13 is the same as the North line of the NW 1/4 of Section 30-34-13.

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 Nail found (per ACSS notes) 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 Nail at the Northwest corner of the SW 1/4 and a "1" plug in a highway box at the Northwest corner of the SW 1/4.

The East line of the East half of the SW 1/4 of Section 30 was set 120.00 feet per record deed and also the fractional distance for a fractional half quarter section.

The North property line (North line of Parcel 1) was established by record dimensions of 665.00 feet on the East line of the SW 1/4 and 658.60 feet on the West line of the E 1/2 of the SW 1/4. This line location is in agreement with existing monumentation found and per a survey by Landry C. Caudill (Project Number 20030001) dated November 20, 2014, on the property adjoining the said North line.

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 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/plot. This opinion is based on legal, relevant field and research evidence, and established Standard of Care.

SURVEY NOTES

The utility locations were established by field observations, utility maps, and/or utility records. The certification either represented or indicated to the client that the utility locations are as shown on the survey. The surveyor is not responsible for the location, installation or removal of any underground utility or structure, including but not limited to electric, gas, water, sewer, telecommunications, cable, and/or other utility lines. The surveyor does not represent or warrant to the client the location of underground utilities, such as underground oil, gas, water, sewer, or any rights or claims that may exist underground, and no claim of liability is made.

- 2. Substances 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. Certificate for Title Insurance, issued by First American Title Insurance Company, Commitment No. 4025-124323, Commitment Date July 25, 2018, Date Printed October 4, 2018, was received, reviewed, and the legal description and comments contained therein, if any, are shown on this survey.
- 6. Easement for electric power granted to Indiana and Michigan Electric Company as recorded July 18, 1941 in Deed Book 338, page 431 (The Commitment Item 15). This item is a blanket easement for poles and wires in the East half of the Northwest Quarter of Section 30. The poles and wires referred to are located as shown on this survey, running East and West 35 to 115 feet North of the South property line and running North and West 15 to 15 feet West of the East property line.
- 7. Right of Way Grant to Northern Indiana Fuel and Light Company, Inc. recorded November 8, 1991 in Deed Book 338, page 431 (The Commitment Item 15). This item is a blanket easement for poles and wires in the East half of the Northwest Quarter of Section 30. The poles and wires referred to are located as shown on this survey, running East and West 35 to 115 feet North of the South property line and running North and West 15 to 15 feet West of the East property line.
- 8. No 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 wellhead shown were supplied by Earth Science, Inc.

SURVEY LEGEND

- FF From Pin (Index) Found
- RF Pin Found
- RR Railroad Spike Found or (S) Set
- PF P.X. Nail Found or (S) Set
- MF May Nail Found or (S) Set
- PS 5/8" rebar set w/ing stamped "TOD FPM 2007"
- R/M Right-Of-Way Line
- P Property Line
- C Center Line
- M Measured (P) Plotted
- R Recovered (C) Calculated
- 10 NUMBER IN SQUARE IS SITE COMMENT

All monuments are at grade except as noted. Monuments found from no documented history, except as noted.

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COPIES OF DOCUMENTS THAT MAY BE RELEVANT TO THE CLIENT ARE LIMITED TO THE PRINTED COPIES, ALSO KNOWN AS HARD COPIES, THAT ARE SIGNED AND SEALED BY THE SURVEYOR. FILES IN ELECTRONIC FORM (PDF, CAD, DWG, etc.) ARE PROVIDED TO THE CLIENT BY THE SURVEYOR. FILES IN ELECTRONIC FORM ARE PROVIDED TO THE CLIENT BY THE SURVEYOR. ANY CONCLUSION OR INFORMATION OBTAINED OR DERIVED FROM SUCH ELECTRONIC FILES WILL BE AT THE USER'S SOLE RISK.

REVISIONS			
NO.	DATE	DESCRIPTION	BY

LEGAL DESCRIPTION

RECORD DESCRIPTION
AS SUPPLIED BY FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. 4025-124323
COMMITMENT DATE: JULY 25, 2018
DATE PRINTED: AUGUST 13, 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 35 feet of the East 1/2 of the Northwest 1/4 of said Section 30 and the West 184.5 feet of the South 50 feet of the East 1/2 of the Northwest 1/4 of said Section 30.

The parcel said in previous deed to contain 67.3 acres of land, more or less after said exception.

ALSO EXCEPTING:

Part of the East half of the Northwest Quarter (Parcel 1), Township 32 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the East half of said Northwest Quarter (Parcel 1) along the West line of said East half, a distance of 350 feet to the point of beginning; thence North and parallel to 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 34.5 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 34.5 feet to the point of beginning, said in previous deed to contain 1.89 acres, more or less, subject to easements of record.

PARCEL 2:

Part of the Southwest 1/4 of Section 30, Township 32 North, Range 13 East and part of the Northwest 1/4 of Section 30, Township 32 North, Range 13 East in Allen County, Indiana, specifically described as follows:

Commencing at the center of Section 30, Township 32 North, Range 13 East, thence North along the South line of the Northwest 1/4 of said Section 30, Township 32 North, Range 13 East a distance of 14 feet to a point, thence North a distance of 2070 feet to a point on the North line of said Northwest 1/4 of Section 30, thence South 89 degrees 58 minutes West a distance of 1590 feet along said North 1/4 of Section 30 to the Southwest corner of the Southwest 1/4 of Section 30, Township 32 North, Range 13 East, thence North 0 degrees 15 minutes East along the West line of said 1/4 of Section 30 a distance of 688.8 feet to a point, thence South 89 degrees 52 minutes East a distance of 1321 feet to a point on the East line of the Southwest 1/4 of Section 30, Township 32 North, Range 13 East, thence South along said East 1/4 of Section 30 a distance of 685 feet to the Southwest corner of said Southwest 1/4 of Section 30, thence South along the East line of the Northwest 1/4 of Section 30, Township 32 North, Range 13 East, a distance of 1870 feet to the point of beginning, said in previous deed to contain 2.16 acres, more or less, subject to easements of record.

ALSO:

The following described land is 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, Township 32 North, Range 13 East a distance of 14 feet West of the center of said Section 30-34-13, thence North along the South line of said Northwest Quarter Section 30 a distance of 11 feet to a point, thence North a distance of 2020 feet to a point, thence South 89 degrees 58 minutes West a distance of 1339 feet to a point, thence North 0 degrees 15 minutes East a distance of 1590 feet to a point, thence South 89 degrees 58 minutes West a distance of 1590 feet to a point, thence North 0 degrees 15 minutes East along the West line of said 1/4 of Section 30 a distance of 688.8 feet to a point, thence South 89 degrees 52 minutes East a distance of 1321 feet to a point on the East line of the Southwest 1/4 of Section 30, Township 32 North, Range 13 East, thence South along said East 1/4 of Section 30 a distance of 685 feet to the Southwest corner of said Southwest 1/4 of Section 30, thence South along the East line of the Northwest 1/4 of Section 30, Township 32 North, Range 13 East, a distance of 1870 feet to the point of beginning, said in previous deed to contain 2.16 acres, more or less, subject to easements of record.

PARCEL 3:

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 the Southwest corner of the East half of the Northwest Quarter (Parcel 1) along the South line of said Northwest Quarter (Parcel 1) to the point of beginning; thence North and parallel to the West line of said East half, a distance of 350 feet; thence East and parallel to the South line of said Northwest Quarter (Parcel 1) a distance of 212.75 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 34.5 feet to the point of beginning, said in previous deed to contain 1.89 acres, more or less, subject to easements of record.

FLOOD NOTE

According to the Flood Insurance Rate Map (FIRM) number 15060301003, dated August 3, 2010, the French described estate is located in Zone "X", and is not located in a "Special Flood Hazard Area". The accuracy of this flood hazard statement is subject to map scale uncertainty.

CERTIFICATION

TO: Millennium Development, Inc.; David M. Turner & Rose Anne Turner; Millennial Title of Indiana, LLC; and First American Title Insurance Company.

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2018 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and include items 1, 2, 3, 4, 6(a), 6(b), 8, 11, 12, 13, 14, 15, 16, and 17 of Table A based. The field work was completed on October 5, 2018.

I further certify that this survey was completed under my direct supervision and to the best of my knowledge and belief, was executed according to the surveying requirements and laws in 865 ICS 1-12.



3521 Lake Avenue, Suite 2
Fort Wayne, Indiana 46805
Office 260.424.7418
Fax 260.424.1918
www.donovan-eng.com



3521 Lake Avenue, Suite 2
Fort Wayne, Indiana 46805
Office 260.424.7418
Fax 260.424.1918
www.donovan-eng.com

ALTA/NSPS LAND TITLE SURVEY

6100 BLOCK UNION CHAPEL ROAD
FORT WAYNE, INDIANA
TURNER - MILLENNIUM DEV.

DATE: 10-18-18
SHEET 1 OF 1

EXHIBIT "B"

EAGLE'S NEST, SECTION I

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:

Beginning at a MAG nail marking the Southeast corner of the Northwest Quarter of said Section 30; thence South 88 degrees 05 minutes 12 seconds West (GPS Grid Bearing used for the basis of bearings in this description) along the South line of the Northwest Quarter of said Section 30, a distance of 1016.05 feet to a point being 345.10 feet Easterly of the Southwest corner of the East half of the Northwest Quarter of said Section 30; thence North 01 degrees 00 minutes 20 seconds West, parallel with the West line of the East half of the Northwest Quarter of said Section 30, a distance of 712.75 feet; thence South 88 degrees 05 minutes 12 seconds West, parallel with the South line of the Northwest Quarter of said Section 30, a distance of 345.10 feet to a point 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 the West line of the East half of the Northwest Quarter of said Section 30, a distance of 934.35 feet to a 5/8-inch diameter steel rebar; thence North 89 degrees 00 minutes 24 seconds East, a distance of 195.07 feet to a 5/8-inch diameter steel rebar; thence North 60 degrees 24 minutes 08 seconds East, a distance of 150.12 feet to a 5/8-inch diameter steel rebar; thence South 22 degrees 17 minutes 26 seconds East, a distance of 124.15 feet to a 5/8-inch diameter steel rebar; thence South 45 degrees 44 minutes 46 seconds East, a distance of 214.87 feet to a 5/8-inch diameter steel rebar; thence South 11 degrees 57 minutes 51 seconds East, a distance of 115.16 feet to a 5/8-inch diameter steel rebar; thence South 16 degrees 55 minutes 22 seconds West, a distance of 133.84 feet to a 5/8-inch diameter steel rebar; thence South 72 degrees 56 minutes 30 seconds East, a distance of 155.00 feet to a 5/8-inch diameter steel rebar; thence Northeasterly along a curve to the right having a radius of 350.00 feet, an arc distance of 26.54 feet, subtended by a chord which bears North 19 degrees 13 minutes 49 seconds East for a distance of 26.53 feet to a 5/8-inch diameter steel rebar; thence South 68 degrees 35 minutes 52 seconds East, a distance of 50.00 feet to a 5/8-inch diameter steel rebar; thence North 21 degrees 24 minutes 08 seconds East, a distance of 16.00 feet to a 5/8-inch diameter steel rebar; thence North 83 degrees 07 minutes 09 seconds East, a distance of 80.00 feet to a 5/8-inch diameter steel rebar; thence South 10 degrees 26 minutes 59 seconds East, a distance of 161.72 feet to a 5/8-inch diameter steel rebar; thence North 69 degrees 24 minutes 08 seconds East, a distance of 51.66 feet to a 5/8-inch diameter steel rebar; thence South 20 degrees 35 minutes 52 seconds East, a distance of 50.00 feet to a 5/8-inch diameter steel rebar; thence South 16 degrees 09 minutes 08 seconds East, a distance of 100.30 feet to a 5/8-inch diameter steel rebar; thence South 67 degrees 06 minutes 10 seconds East, a distance of 101.42 feet to a 5/8-inch diameter steel rebar; thence South 64 degrees 35 minutes 31 seconds East, a distance of 20.11 feet to a 5/8-inch diameter steel rebar; thence South 57 degrees 27 minutes 07 seconds East, a distance of 105.02 feet to a 5/8-inch diameter steel rebar; thence South 66 degrees 53 minutes 05 seconds East, a distance of 106.11 feet to a 5/8-inch diameter steel rebar; thence North 88 degrees 41 minutes 17 seconds East, a distance of 151.45 feet to a 5/8-inch diameter steel rebar at a point on the East line 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 732.62 feet to the point of beginning, containing 31.927 acres, subject to road rights-of-way and easements.

