

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS 94-9-27

AS PART OF THE PLAT OF EAGLE GLEN SUBDIVISION

AN ADDITION TO THE CITY OF COLUMBIA CITY

WHITLEY COUNTY, INDIANA

Eagle Glen Limited Liability Company by Ralph E. Biggs, it's Manager, hereby declare that they are the owners of the real estate shown and described in this plat and do hereby layoff, plat and subdivide said real estate in accordance with the information shown on the plat, being the certified plat attached hereto and incorporated herein. The subdivision shall be known as Eagle Glen Subdivision, an Addition to the City of Columbia City, Whitley County, Indiana.

The lots numbered 1 - 95, 112 - 130, shall be known as the Eagle Glen Subdivision Phase I, inclusive, and all dimensions are shown in feet and decimals of feet. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purpose. Eagle Glen Golf Course is not common area of the Eagle Glen Subdivision.

1. Definitions. The terms hereinafter set forth shall have the following meanings:
 - A. "Developer" shall mean Eagle Glen Limited Liability Company, Ralph E. Biggs, it's Manager.
 - B. "Lot" 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 dwelling or other structure may be erected in accordance with the restrictions hereinafter set forth.
 - C. "Living Unit" shall mean any portion of a building designated and intended for use and occupancy as a residence by a single family.
 - D. "Owner" shall mean and refer to the holder, whether one or more persons or entities, of the fee simple title to any lot or living unit situated in the Addition.
 - E. "Lessee" shall mean and refer to a person leasing from an Owner, whether one or more persons or entities, of any living unit situated in the Addition.

- F. "Association" shall mean and refer to the duly established Community Association.
- G. "Member" shall mean any person who may be entitled and obligated to hold one or more memberships in the Community Association.
- H. "Membership" shall mean any membership in the Community Association entitled to one vote and one assessment as hereinafter set forth. A member may hold one or more memberships.
- I. "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat and intended to be devoted to the common use and enjoyment of the Owners and Lessees in the Addition. At the time of recording there are no common areas pertaining to the Eagle Glen Subdivision.
- J. "Street" shall mean any street, avenue, roadway, cul-de-sac or boulevard of whatever name which is shown on the recorded plat of said Addition, and which has been heretofore and is hereby, dedicated to the public for the purpose of a public street or boulevard purposes.
- K. "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain other approvals in connection with improvements and developments.
2. Driveways. All Driveways from the street to the garage shall be of hard surface (concrete, brick or asphalt) and not less than twenty (20) feet in width. All off street parking must be confined to hard surface area (driveway).
4. Minimum Area. No dwelling shall be erected or permitted on lots 15 through 51 of less than 1,800 Sq. Ft. ground floor area upon the foundation, exclusive of open porches, breezeways, and/or garages. In case of dwellings of more than one story no less than 1,000 Sq. Ft. of ground floor area, but in no case shall total square foot be less than 1,800 Sq. Ft. No dwelling shall be erected or permitted on lots 124 through 127 of less than 1,700 Sq. Ft. ground floor area upon the foundation, exclusive of open porches, breezeways, and/or garages. In case of dwellings of more than one story no less than 950 Sq. Ft. of ground floor area, but in no case shall total square foot be less than

1,700 Sq. Ft. No dwelling shall be erected or permitted on lots 7 through 14 and 52 through 64 of less than 1,600 Sq. Ft. ground floor area upon the foundation, exclusive of open porches, breezeways, and/or garages. In case of dwellings of more than one story no less than 900 Sq. Ft. of ground floor area, but in no case shall total square foot be less than 1,600 Sq. Ft. No dwellings shall be erected or permitted on lots 74 through 85 of less than 1,400 Sq. Ft. of ground floor area upon the foundation, exclusive of open porches, breezeways, and/or garages. In case of dwellings of more than one story no less than 850 Sq. Ft. ground floor area, but in no case shall total square foot be less than 1,400 Sq. Ft. No dwellings shall be erected or permitted on lots 65 through 73 of less than 1,250 Sq. Ft. ground floor area upon the foundation, exclusive of open porches, breezeways, and/or garages. In case of dwellings of more than one story no less than 850 Sq. Ft. ground floor area, but in no case shall total square foot be less than 1,250 Sq. Ft. Lot 86 through 95 and 112 through 123 will be approved for one or two unit dwellings with zero interior lot line. One story dwellings shall be no less than 1,100 Sq. Ft. ground floor area upon the foundation, exclusive of open porches, breezeways, and/or garages. In case of dwellings of more than one story no less than 800 Sq. Ft. ground floor area, but in no case shall total square foot be less than 1,100 Sq. Ft. All dwellings must have an attached garage with a minimum of 440 Sq. Ft. ground floor area upon the foundation. Any exception of the above must be approved by the Architectural Control Committee.

5. Yard Lights. Each dwelling will cause an automatically controlled yard light or other illumination device to be installed in front yard fifteen (15) feet (plus or minus one foot) from the road right-of-way. Such yard lights or illuminating devices will be of such design and construction as shall be approved by the Architectural Control Committee; said committee shall also have the authority to approve a change in the location of said yard lights or illuminating devices.
6. Building Lines. No dwelling or structure (including a fence or wall) shall be erected, placed or located on any lot nearer to the front lot line (or nearer to the side lot line or corner lots) than the minimum building set-back line as shown on the attached plat. No dwelling or structure shall be located nearer than 8 feet to any side lot line

(except when combining lots and except lots 86 - 95 & 112-123 which these lots will have a zero lot line on common wall side of Villa. No Villa will be allowed to be built on less than 4,250 Sq. Ft. of lot area). On corner lots, no building or structure shall be located nearer than 8 feet to the interior lot line. No dwelling or structure shall be erected, placed or located closer than twenty-five (25) foot to the rear line unless approved by the Architectural Control Committee. No tree, shrub, planting or other obstruction shall be permitted which obstructs a clear view at intersections.

7. Signs. No sign shall be erected or permitted, except subdivision designation and informational signs located in the commons area, one professional sign of not more than one foot square, one sign of not more than five (5) square feet advertising the property for sale or rent, except signs used by a developer / builder to advertise the property during the construction and sales period.
8. Landscaping & Masonry. Each home within sixty days after the completion of the construction of a dwelling, or as soon thereafter as weather conditions permit, must have lot landscaped with the minimum of 6 trees (with two (2) 2.5" diameter hard wood trees) and 10 shrubs located on front yard between street and house. Each home must have a minimum of 250 Sq. Ft. of masonry (brick or stone) on the front side of home and any variation must be approved by the Architectural Control Committee.
9. Fences. No wire, metal or chain link fences will be permitted on any lot. No man made fence or landscaping will be allowed in the back 25 feet of lots bordering golf course without the approval of the Architectural Control Committee.
10. Nuisances. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution or which constitutes a nuisance or which is hazardous by reason of fire, explosion or in violation of the laws of the State of Indiana or any subdivision thereof. No lot shall be used for the purpose of raising, breeding or keeping animals, livestock or poultry except that dogs, cats or other quiet household pets may be kept, providing the same are not kept, bred or maintained for any commercial purpose. No above or below ground fuel or storage tanks shall be permitted. No radio or television antenna or satellite receiver (dish) nor solar panels or similar structures shall be allowed

on any lot or attached to any residential structure located on any lot unless specifically approved by the Architectural Control Committee. No above ground swimming pools will be permitted. Hot tubs allowed with Architectural Control Committee approval. No unlicensed, unregistered or inoperable automobiles or motorized vehicles may be parked or maintained on any lot. No motor vehicle may be disassembled or be allowed to remain in a state of disassembly on any lot but, instead, shall be equipped at all times for on-road driving. No off-road vehicles, snowmobiles or approved golf carts will be allowed unless stored inside. No vehicles or equipment will be allowed on Golf Course except those approved by Eagle Glen Golf Course management.

11. No Additional Building or Structures. No structure of a temporary character, trailer, boats, motor home, basement, tent, garage, barn, tool shed, or other outbuilding shall be either used or located on any lot or used as a residence either temporarily or permanently. Variations from above with approval from the Architectural Control Committee.

12. Approval of Improvements by Architectural Control Committee. In order to maintain harmonious structural design and lot grades, no dwelling or improvements shall be erected, permitted or altered on any lot (and construction shall not be commenced) until the construction plans and specifications, and a site plan showing the location of the structure on said lot and grade elevations, have been approved by the Architectural Control Committee. The Architectural Control Committee shall be comprised of three (3) members to be designated by the Developer initially. The Developer shall have the right, at such time as it may elect, to relinquish its right to designate the members of the Architectural Control Committee to the Association. Two sets of plans of each improvement, with detailed front, side and rear elevations and floor plans showing square footage and grade elevations, shall be submitted to the Architectural Control Committee at the Developer's office or such other place as may be designated. The Committee's approval or disapproval of said plans shall be in writing; in the event the Committee, or its designated representative, shall fail to approve or disapprove said plans within thirty (30) days after all necessary instruments, documents and other information have been submitted, then approval to the request as submitted shall be substantially completed before said building shall be used or

occupied as a dwelling. All improvements shall be constructed in accordance with the plans and specifications as approved by the Architectural Control Committee and any improvements not so constructed shall be subject to immediate removal at Owner's expense. The provisions hereinbefore provided for violation or attempted violation of any of these covenants and restrictions shall be applicable hereto. In addition, before any lot or tract within the Addition may be used or occupied, said user or occupier shall first obtain the Improvement Location Permit and Certificate of Occupancy required by the Whitley County Zoning Ordinance. Further, before any living unit within the Addition shall be used and occupied, the Developer shall have installed all improvements serving the lot whereon said living unit is situated, as set forth in Developer's plans filed with the Whitley County Plan Commission.

13. Easements. Easements are hereby expressly reserved and dedicated with dimensions, boundaries and locations as designated on the attached plat for the installation and maintenance of public utilities (including but not limited to, water, gas, telephone, electricity, cable T.V., and any other utilities of a public or quasi-public nature) and sewer and drainage facilities.

A. Any utility company and the Developer, their successors and assigns, will have the right to enter upon said easements for any lawful purpose. All easements shall be kept free at all times of permanent structures except improvements installed by an authorized utility and removal of any obstruction by a utility company shall in no way obligate the company to restore the obligation to its original form. The utility will restore any improvement installed by an authorized utility.

B. No buildings or structures located in the Addition shall be connected with distribution facilities provided by electrical, television or telephone services, except by means of wires, cables or conduits situated beneath the surface of the ground (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Addition, and except for such housing, pedestals or facilities as may be appropriate for connection of utility services for individual lot owners.) Nothing herein shall be construed to prohibit street

lighting or ornamental yard lighting services by underground wires or cables.

C. The utility operating the sewer lines and sewage disposal plant for said subdivision shall have jurisdiction over the installation of all sewer connections and the same shall be installed to the property lines of each lot by the developers. No individual water supply system, or individual sewage disposal system, shall be installed, maintained or used in the Addition. No rain or storm water runoff from roofs, street pavements or otherwise, or any other surface water, shall at anytime be discharged into, or permitted to flow into, the sanitary sewer system, which shall be a separate sewer system from the storm water and surface water run-off system. No sanitary sewage shall at any time be discharged or permitted to flow into the storm water and surface water run-off sewer system.

14. Owners of lots in the Eagle Glen Golf Subdivision. Owners of lots in the Eagle Glen Golf Subdivision should be aware that their homes and improvements may be subject to golf play, including possibility of damage from golf balls striking walls and windows. No liability will be assumed by Eagle Glen Community Association, Eagle Glen Golf Course, the developer, builder or their successors and assigns for any such damage or injury to property or person. The owner or said person causing damage if known shall be responsible for any and all repairs, either the golfer's or the homeowner's insurance should cover such repairs.
15. Easement Across Lots Adjacent to Golf Course. Until such time as a Dwelling Unit is constructed on a Lot which borders a fairway area of the Eagle Glen Golf Course, the operator of Eagle Glen Golf Course shall have a license to permit and authorize their agents and registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball subject to the official rules of the course, without such entering and playing being deemed a trespass.
16. Interference with Play on Golf Course. Owners of Lots bordering on fairways of the Eagle Glen Golf Course shall be obligated to refrain from any actions which would detract from the playing qualities of the course.
17. Sidewalks. Plans and specifications for this subdivision, on file with the Columbia City Plan Commission, require the installation of concrete

sidewalks within the street right-of-way in front of Lots 1 through 64, 86 through 95 and 112 through 127. No sidewalk will be allowed on Lot #1 facing Eagle Glen Trail. Installation of said sidewalks shall be the obligation of the owner of any such lot, exclusive of the Developer, shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such lot, and the cost of said installation shall be a lien against any such lot enforceable by the Columbia City Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the Developer, said individual or corporation shall be considered an owner for the purposes of the enforcement of this covenant.

18. Flood Protection Grade. Parts of this subdivision is within a defined flood hazard area, however, to minimize potential damages from surface water, protection grades are established as set forth below. All dwellings shall be constructed at or above the minimum protection grades; such grades shall be the minimum elevation of a first floor or the minimum elevation of any opening below the first floor. The construction of basements shall be waterproofed to protect them against the infiltration of groundwater. All basement drains below the elevation of 809.5 feet above Mean Sea level shall be constructed in such a manner that the discharge shall be lifted to an elevation sufficient to prevent back-up in the basement. The protection grades for all lots is 809.5 feet above Mean Sea Level.

19. Community Association. When requested by the majority of residence Developer shall cause to be incorporated EAGLE GLEN COMMUNITY ASSOCIATION, INC., a not-for-profit association.

A. Membership. One membership shall be created for each lot or living unit planned in the Addition. Membership shall be comprised of owners of lots in all sections of EAGLE GLEN.

B. Membership Transfer. Memberships will transfer from the Developer to his grantee upon delivery of the deed.

C. Continuing Membership. The purchaser of any lot or living unit in the Addition shall be a member of said Association and shall continue to be a member of said Association so long as he continues to be the owner of a lot or living unit

in the Addition for the purposes herein mentioned. Membership shall pass with the ownership of the land or living unit.

D. Transfer Of Membership Rights And Privileges To Lease. Each owner or in lieu thereof each Lessee of a living unit (with the written consent of such owner to the Association) shall be a member of the Association and have the right to the owner's vote and privileges. Membership, where assigned to a Lessee, will pass with the lease except if the owner may withdraw his membership assignment to the Lessee at his discretion by a sixty (60) day notice in writing to the Association.

20. Assessments. Developer, for each lot and/or living unit owned by it within the Addition, hereby covenants, and each owner of any lot or living unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Community Association the Maintenance Fund assessments and charges, as hereinafter provided. The Eagle Glen Villa Association will be billed annually for the dues of its residents by the Eagle Glen Community Association rather than individually.

A. Maintenance Fund. The "Maintenance Fund" assessment shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of the Addition, and, in particular, for the improvements and maintenance of all Common Areas, including insurance, taxes, and all other things necessary or desirable in the opinion of the Members of the Association in connection therewith. Each lot not built on will be assessed an annual mowing fee. The following assessments will be assessed to all lots that have improved streets.

The amount of said Maintenance Fund Assessment is established as follows:

- I. An annual assessment fee for the calendar year starting January 1, 1995, shall be ten dollars (\$10.00) per assessable membership.
- II. Mowing fee will be assessed October 1, 1995 for previous season. Mowing fee will be charged only to lot owners who have not built on their lots and have improved streets to said lot.

III. For each year thereafter, the Board of Directors of the Association shall establish a budget for such calendar year and shall determine the annual membership assessment required to meet said budget. Such budget and assessment for each such calendar year shall be established by the Board of Directors at a meeting to be held not later than October 31st of each preceding calendar year. The Board of Directors shall then mail to all Association members a copy of said budget and notice of the ensuing year's assessment not later than November 15th of the year prior to the year to which the assessment is applicable.

IV. The amount of the assessment set by the Board of Directors for any such calendar year may be changed by the members of the Association at a meeting duly called for that purpose as hereinafter provided. The President or Secretary of the Association shall call a meeting of the membership of the Association, to be held prior to December 31st of the year prior to the year to which the assessment is applicable. Upon receipt, prior to November 30th, of a written petition for assessment review bearing the signatures of at least twenty percent (20%) of the memberships of the Association. The President or Secretary of the Association shall give at least fifteen (15) days written notice of such meeting to all members.

V. Any change so adopted in the amount of the assessment set by the Board of Directors must have the assent of two-thirds (2/3) of the memberships of the Association who are voting in person or by proxy at a meeting duly called for such purpose. At any meeting, a quorum of not less than fifty percent (50%) of all membership shall be required.

B. Collection. Such Maintenance Fund Assessment, together with interest thereon and costs of collection as hereafter provided shall be a lien upon the property against which each assessment is made. Each such assessment, together with interest thereon and costs of collection, shall be the

personal obligation of the person or persons who was the owner of such property at the time the assessment fell due. The obligation of the assessment is upon the owner of the property or the living unit and is not transferred, even though the owner may have transferred the membership and voting rights in the Community Association, as hereinbefore provided. If the assessments are not paid on the due date, then such assessments shall be a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. However, the personal obligation of the then owner to pay such assessment shall remain a personal obligation and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action against the owner personally obligated to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing such action. The lien of the assessments as provided for herein shall be subordinated to the lien of any mortgages now or hereafter placed upon the property, taxes and assessments for public improvements.

21. Duration and Alteration. These protective covenants, restrictions and limitation shall be construed as, and shall be covenants running with the land and shall be binding upon all Owners and Lessees of land in said Addition and all persons claiming under them. They shall continue in existence for a period of fifty (50) years from the date of the recording hereof and thereafter shall be automatically extended for successive periods of ten (10) years each. The protective covenants, restrictions and limitations (but not the easements) may be changed, abolished or altered in part by written instrument signed by the owners of no less than sixty-five (65%) percent of the memberships of the Community Association; and may be changed, altered or amended by the Developer within forty (40) months from and date of recording hereof: All said amendments, changes, or alterations, however, shall have the prior approval of the Whitley County Plan Commission or its successors.

22. Waiver. The failure of either the Developer or an owner to enforce any covenant contained herein or right arising from any covenant contained herein shall in no case be deemed a waiver of that right or covenant.
23. Severability. Invalidation of any of these provisions shall in no way affect any of the other provisions which shall remain in full force and effect.
24. The Association, Developer, The Whitley County Plan Commission, the City of Columbia City, State of Indiana, or by any aggrieved lot owner in this subdivision shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions.
25. Restrictions Separately Enforced. Invalidation of any one of these covenants by judgement of court order shall in no way affect any of the other provisions, which shall remain in full force and affect.
26. Enforcement. Enforcement shall be by proceedings at law or in equity against any person, or persons, violating, or attempting to violate, any covenants, either to restrain violation or to recover damages. These covenants shall run with the land and be enforceable by the City of Columbia City, State of Indiana, or by any aggrieved lot owner in this subdivision.

IN WITNESS whereof, Ralph E. Biggs as its Manager for Eagle Glen Limited Liability Company, owners of the real estate described in said plat, has hereunto set its hand and seal by its general partner, this 18 day of Aug, 1994.

Eagle Glen Limited Liability Company



Ralph E. Biggs, Manager

RECEIVED FOR RECORD

95 MAR 29 AM 9:41

EVELYN E. STEMEN
WHITLEY COUNTY RECORDER

95-3-358

AMENDMENT

To the Dedication, Protective Restrictions, Covenants
and Easements to the Plat of Eagle Glen Subdivision.

Eagle Glen Limited Liability Company by its Manager,
Ralph E. Biggs, hereby amends the covenants which are
recorded in ~~book~~ # _____ and page # _____ Whitley County,
Indiana. Document Number 94-9-27

An additional covenant shall be placed on Lot #1 thru
Lot #6 of a minimum area in living sq. ft. No dwelling shall
be permitted on Lots 1 thru 6 of less than 1250 sq. ft. on
the ground floor for one story and no less than 800 sq. ft.
for more than one story on the ground floor. These dwellings
shall have an attached garage of a minimum of 400 sq. ft. of
ground floor area. All other covenants as recorded shall
apply.

IN WITNESS whereof, Ralph E. Biggs as its Manager for
Eagle Glen Limited Liability Company, owners of the real
estate described in said plat, has hereunto set its hand and
seal by its general partner, this 28th day of March,
1995.

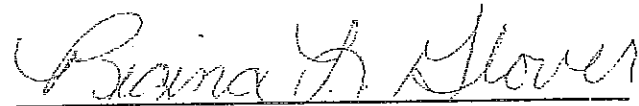
Eagle Glen Limited Liability Company



Ralph E. Biggs, Manager

STATE OF INDIANA)
) SS:
COUNTY OF ADAMS)

Before me the undersigned, a Notary Public for Allen County,
State of Indiana, personally appeared Ralph E. Biggs, and
acknowledged the execution of this instrument this 28th, day
of March, 1995.



Regina L. Glover, Notary Public

My commission expires:

August 23, 1996