

APPROVED by the Allen County, Indiana

APPROVED by the Allen County, Zoning

SECONDARY PLAT

Plan Commission on November 28, 2005

Administrator on November 28, 2005

EAGLE RIVER, SECTION 1

LEGAL DESCRIPTION  
EAGLE RIVER SECTION 1

Plat Cab F Pg. 102

Charles J. Bodenholter, President

Kimberly R. Bowman, ACP

Alon D. Frangier, Vice President

APPROVED by the Allen County, Surveyor

on November 8<sup>th</sup>, 2005

Alon D. Frangier, S.

APPROVED by the Allen County, Indiana

Board of Commissioners on 11-23-2005

Linda Bloom, President

Marla J. Irving, Vice President

Nelson Peters, Secretary

Lisabeth A. Bissler, Auditor

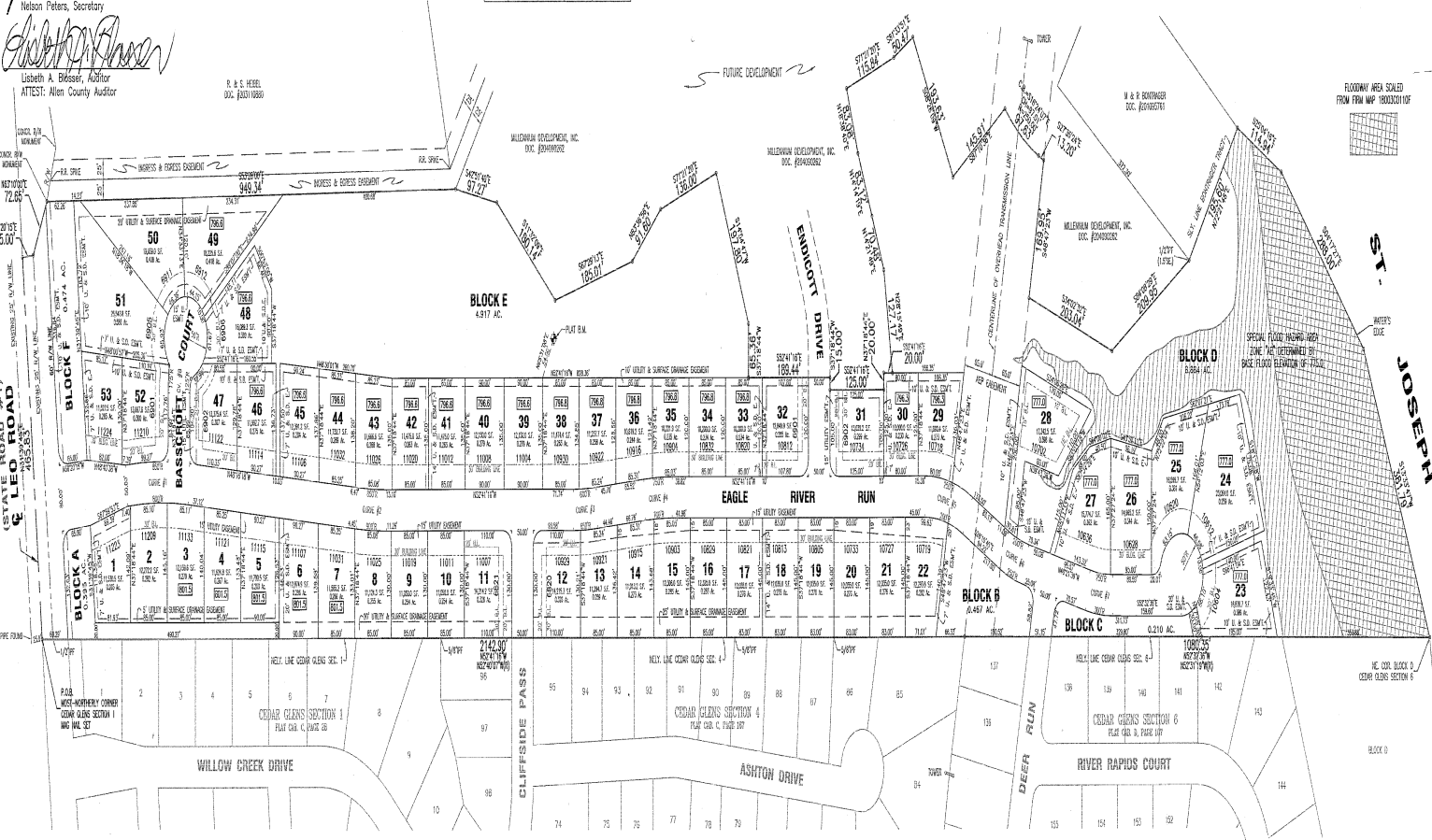
ATTEST: Allen County Auditor

A RESIDENTIAL SUBDIVISION LOCATED IN ALLEN COUNTY, INDIANA.  
PART OF PARKS RESERVE IN TOWNSHIP 32 NORTH, RANGE 1 EAST, CEDAR CREEK TOWNSHIP, ALLEN COUNTY, INDIANA.

Table with 4 columns: CURVE, RADIUS, ARC, CHORD, CENT. ANGL. Contains 8 rows of curve data.

Table with 4 columns: LOT, RADIUS, ARC, DELTA. Contains 25 rows of lot curve data.

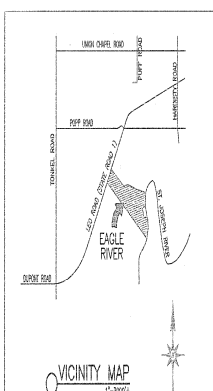
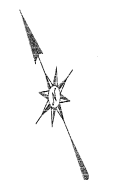
Table with 4 columns: LOT, RADIUS, ARC, DELTA. Contains 25 rows of lot curve data.



- 1) All lot corners are established with 3/4-inch diameter steel rebar (see plan) with plastic identification cap (see Note 2).
- 2) There are 20" iron rebar caps on all corner and cut-to-sec. lots.
- 3) All metal utilities must show for drainage signs grades as found on storm drainage plans.
- 4) U. & S.D. Can't displace utility and surface drainage easement.
- 5) S.D. Can't displace street light easement.
- 6) Blocks are designated in common areas and utility and surface drainage easements.
- 7) Ground-to-surface represent minimum flood protection grades. "V" indicates "Year" of lot and "W" indicates "Year" of lot.
- 8) The typical minimum setback and minimum side yard requirements for each lot: 30' front building line, EXCEPT Lot 28. 30' front building line, EXCEPT Lot 28. 25' rear building line, EXCEPT Lot 28. 7' minimum side yard, EXCEPT Lot 28.
- 9) This Plat line entirely within a 1/4-mile 11-1/2" x 11-1/2" B&S boundary survey certified by Gregory L. Roberts, Indiana Land Surveyor, and duly recorded into Document Number 200514936 in the Office of the Recorder of Allen County, Indiana.
- 10) According to the Flood Hazard Area Map (FHAM) number 1506020006, 1506020007, 1506020008, and 1506020009 dated November 5, 2003, the herein described real estate is located in Zone "V" and is not in a Special Flood Hazard area. EXCEPT that part shown herein being located below the base flood elevation of 770 located in Zone "V". The accuracy of this flood hazard information is subject to map scale uncertainty.

PLAT BENCHMARK  
TOP OF 5/8" DIA. STEEL REBAR WITH ORANGE PLASTIC LID. CAP STAMPED FROM #0027, SET IN CONCRETE SPILLWAY LOCATED 64.00 FT. IN S83°31'08"E. OF THE NW CORNER OF LOT #38, EAGLE RIVER SECTION 1. ELEVATION = 794.94

SOURCE  
BRONZE PLUS IN CONCRETE STAMPED INDIANA FLOOD CONTROL AND WATER RESOURCES. S&L 4; LOCATED ON THE E. SIDE OF PLUFF ROAD, APPROX. 900 FT. NORTH OF STATE RD. 1 AND 1000 FT. SOUTH OF UNION CHAPEL ROAD, 300 FT. EAST OF THE CENTERLINE OF PLUFF ROAD, 176 FT. NORTH OF A POWER POLE #4222-22. ELEVATION = 828.763



WE, MILLENNIUM DEVELOPMENT, INC., THE UNDERSIGNED OWNERS BY WRIT OF THAT CERTAIN BEETS SHOWN IN DOCUMENT #200514936 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA, OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY SAY BY, PLAT AND SUBDIVISION, SAID REAL ESTATE IN ACCORDANCE WITH THE INFORMATION SHOWN ON THE SECONDARY PLAT, THIS SUBDIVISION, BEING KNOWN AND DESCRIBED AS EAGLE RIVER, SECTION 1, AN ADDITION TO ALLEN COUNTY, INDIANA.

IN WITNESS WHEREOF, MILLENNIUM DEVELOPMENT, INC., A CORPORATION ORGANIZED AND existing under the laws of the State of Indiana, Declares that the real estate described in said Plat, has been set apart by its duly authorized officer, this 1<sup>st</sup> day of November, 2005.

MILLENNIUM DEVELOPMENT, INC.  
an Indiana Corporation  
By: *[Signature]*  
ELEUTHEROS MAGGOS, President

MILLENNIUM DEVELOPMENT, INC.  
4011 WEST JEFFERSON BLVD.  
FORT WAINES, IN 46004  
(260) 422-6800

Notary Public section including Notary Public information for Kenneth M. Harris, PLS #E000001, and Donovan Engineering, Inc. with address 2820 Inwood Drive, Port Wayne, Indiana 46018, and contact information.

#205078021  
 Recorded  
 11/29/2005 13:46:02  
 RECORDER  
 PATRICIA J CRICK  
 ALLEN COUNTY, IN  
 Receipt No. 36951  
 DCFD 3.00  
 PLAT 30.00  
 PLAT 9.00  
 Total 42.00

*Plat Cabs F Pg. 102*

**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,  
 COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AS  
 PART OF THE DEDICATION AND PLAT OF  
 EAGLE RIVER, 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 in this plat and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The plat is a subdivision in Cedar Creek Township, Allen County, Indiana, known as Eagle River, Section I which includes Lots numbered 1 to 53, inclusive (the "Subdivision").

The Lots in the Subdivision are numbered from 1 to 53, 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.

**ARTICLE I  
 DEFINITIONS**

Section 1. "Association" shall mean and refer to Eagle River Community Association, Inc., its successors and assigns.

Section 2. "By-Laws" shall mean the By-Laws as initially adopted by Eagle River Community Association, Inc., and all amendments and additions thereto.

Section 3. "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, and F.

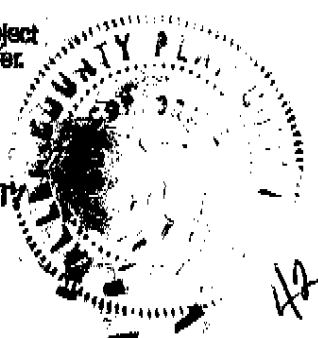
Section 4. "Developer" shall mean and refer to Millennium Development, Inc.

05-38933  
 ALLEN COUNTY AUDITOR'S NUMBER

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

NOV 29 2005

*Elizabeth A. Glasser*  
 AUDITOR OF ALLEN COUNTY



Section 5. "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 residence may be erected in accordance with the restrictions hereinabove set out 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 70 feet in width at the established building line as shown on this plat.

Section 6. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties (as that term is defined herein), including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. 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 the Common Area;
- (b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for that period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;
- (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. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the subject property.



ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. The members of the Association shall be the owners of Lots 1 to 53, inclusive in Allen County, Indiana, who shall hold their membership as provided in the Articles of Incorporation and this Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals (the "Covenants"). There shall be one membership for contiguous lots utilized by the owner or owners as a single residence.

Section 2. The Association shall have two classes of voting memberships:

Class A. 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 they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

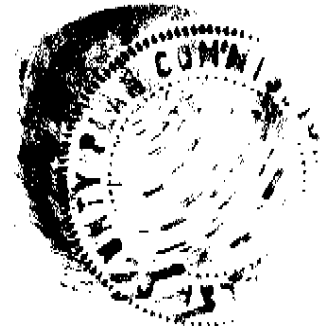
Class B. Class B members shall be the Developer and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when title to all Lots in all sections has been conveyed, or
- (b) on December 31, 2014.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting the Developer, 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 hereinafter provided. 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 property 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 his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively to promote the recreation, health and welfare of the residents of the Properties and for the improvement 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 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per Lot.

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

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 8% by the vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of each class of members.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 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 51% 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 30 days from the date of such meeting.

Section 6. 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 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Lot. 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 each annual assessment period. 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 8. 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. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

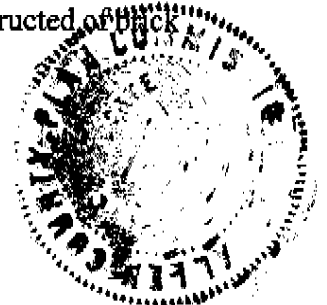
Section 10. In no event shall the Developer be obligated to pay any dues or assessments for any Lot that the Developer owns.

#### ARTICLE V ARCHITECTURAL CONTROL

No building, deck, fence, wall, inground swimming pool or other structure, including but not limited to swing set, gym set or sand box, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony and style of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the Architectural Control Committee (the "Committee"), such committee to be composed of three members, the first committee members to be: Eleftherios Maggos, Gregory L. Roberts, and Daniel P. 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 a successor. In the event said Board or Committee fails to approve or disapprove such design and location 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 1. Single-Family Residential Use. No Lot shall be used except for single family residential building purposes. 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 house shall include an attached garage of a size set forth in these Covenants. Each house shall include one yard light, located not less than fifteen (15) feet from the street curb and not less than five (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 house shall be constructed of brick



or stone, or a combination of brick, stone, wood, vinyl or hearty plank. Each house shall include landscaping consisting of at least 10 well-developed shrubberies.

Section 2. 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 1,800 square feet for a one-story dwelling, nor less than 1,700 square feet for a dwelling of one and one-half (1½) story (split level). 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 1,150 square feet (2,300 square feet total house). All residences shall have an attached garage, which shall have at least a three (3) car minimum capacity.

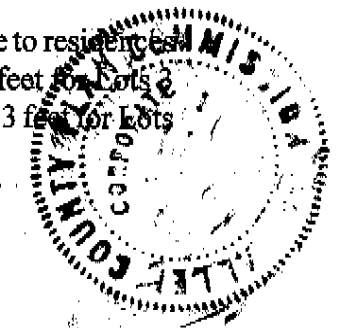
Section 3. Building Location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of seven (7) feet to an interior Lot or nearer than twenty-five (25) feet to the rear Lot line.

Section 4. Minimum Lot Size. No dwelling shall be erected or placed on any Lot having a width of less than seventy (70) feet at the minimum building setback line.

Section 5 (a). Utility Easements. Easements for the installation and maintenance of utilities, cable and drainage facilities are reserved as shown on the recorded 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 house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots 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 5 (b). 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 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 require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 5 (c). Flood Protection Grades. In order to minimize potential damage to residences from surface water, minimum flood protection grades are established at 801.5 feet for Lots 2 through and inclusive of 7, 777.0 feet for Lots 23 through and inclusive of Lot 28, 796.3 feet for Lots



29 through and inclusive of Lot 30, 796.8 feet for Lots 33 through and inclusive of Lot 38, 796.6 feet for Lots 39 through and inclusive of Lot 46, and 796.6 feet for Lots 48 through and inclusive of Lot 49. All grades are established based on 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 floor protection grade established in this section.

Section 6. Landscaping. A minimum of ten (10) shrubs shall be planted and located by each Lot Owner on each Lot, and a minimum of one (1) at least ten (10) foot tall hardwood deciduous tree shall be located in front of the dwelling between the sidewalk and the street on each Lot.

Section 7. 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 neighborhood. 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.

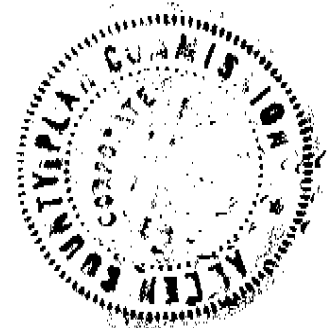
Section 8 (a). No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be constructed, erected, or located or used on any Lot for any purpose, including use as a residence, either temporarily or permanently; provided, however, that basements may be constructed in connection with the construction and use of any residential building.

Section 8 (b). No boat, boat trailer, recreational vehicle, motor home, truck, camper or any other wheeled vehicle, other than passenger automobiles, shall be permitted 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 8 (c). 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 with prior Architectural Control Committee ("Committee") approval a pole for displaying the flag of the United States of America is permitted.

Section 8(d). No above ground or inground swimming or wading pools of more than six feet in diameter and 18 inches deep shall be placed or maintained on any lot. Hot tubs or Jacuzzis may be permitted only with prior written consent of the Committee. All pools must be in compliance with the Allen County Zoning Ordinance.

Section 8 (e). Basketball goals on free standing poles (portable or nonportable) shall be permitted subject to the prior written approval of the Committee; however, basketball goals attached to the house or garage shall not be permitted.





Section 8 (f). No chain-link fences shall be constructed, erected, or located on any Lot. No outside dog houses shall be constructed, erected, or located on any Lot.

Section 8 (g). Owners of Lots in the Subdivision and their successors in title are on notice and understand that the Subdivision is in a predominantly agricultural area and that farming operations, which may include livestock operations, may be practiced in the area of the Subdivision. 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 9. 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 five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 10. 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 architectural control committee.

Section 11. 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 12. 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 13. 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.

Section 14. All buildings 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 building on any Lot of said Subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said Lots.

Section 15. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.



Section 16. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lot in this Subdivision.

Section 17. In addition to the utility easements herein designated, easements in the streets, as shown on this 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 18. 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, 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 Run-off Sewer System.

Section 19. Installation of Improvements. Before any house or building on any Lot in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the Developer or any subsequent Owner of said Lot shall install improvements serving said Lot as provided in said plans and specifications for this Subdivision filed with the County of Allen. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana or by any aggrieved Lot Owner in this Subdivision.

Section 20. 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 21. Enforcement Rights. The Association, Millennium Development, Inc., and any Owner 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 and restrictions. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 22. Invalidation. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 23. Term of Covenants and Renewals. The covenants and restrictions herein contained shall run with the land and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded after which they shall automatically be extended 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 Lot Owners, and provided further, Millennium Development, Inc., 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 the Covenants and Restrictions, except Article VI.

Section 2 above, with the approval of the Allen County Plan Commission, but without the need for consent of any of the Lot Owners.

Section 24. 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.

Section 25. Sidewalks. Plans and specifications for this 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 26. AEP Easement Area. Portions of the Common Area are affected by a 130 feet wide AEP easement as shown on the Plat (the "AEP Easement). No lights, trees, buildings, storage sheds, swimming pools, basketball courts or tennis courts or other playground equipment, signs or other obstructions are permitted within the AEP Easement.

Section 27. Attorney's Fees and Related Expenses. In the event the Association or Millennium Development, Inc. 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 the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to and made a part of the Dedication and Plat of Eagle River, it shall be entitled to recover from the party against whom the proceeding was brought all of the attorney's fees and related costs and expenses it incurred in such proceeding.

IN WITNESS WHEREOF, Millennium Development, Inc., an Indiana corporation, by its duly authorized President, Eleftherios Maggos, Owner of the real estate described in said plat, has set its hand and seal this 14 day of Sept., 2005.



MILLENNIUM DEVELOPMENT, INC.

By: [Signature]  
Eleftherios Maggos, President

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF ALLEN     )

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of Sept., 2005, 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.

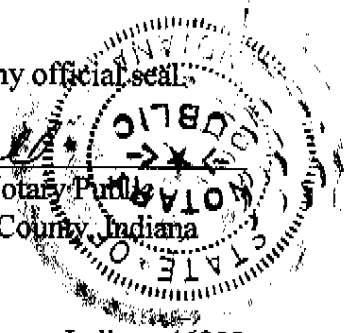
My Commission Expires:

10-11-07

Name Printed:

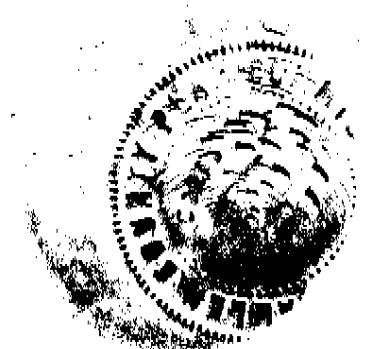
[Signature]  
Anita L. Corbett  
Resident of Kosciusko

Notary Public  
County, Indiana



This instrument was prepared by:  
136326

Peter G. Mallers, Attorney at Law  
110 W. Berry Street, Suite 1100, Fort Wayne, Indiana 46802



**LEGAL DESCRIPTION**  
**EAGLE RIVER SECTION 1**

Part of Park's Reserve in Township 32 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

Commencing at the intersection of the centerline of Leo Road (State Road #1) with the most-Northerly corner of Cedar Glens, Section 1, as recorded in Plat Cabinet "C" page 28 in the Office of the Recorder of Allen County, Indiana; thence North 31 degrees 39 minutes 45 seconds East (bearings based on an assumed bearing of North 90 degrees 00 minutes 00 seconds East for the North line of the Northwest Quarter of Section 32, Township 32 North, Range 13 East, Allen County, Indiana) along the centerline of Leo Road, a distance of 465.83 feet; thence South 58 degrees 20 minutes 15 seconds East, a distance of 25.00 feet to a point on the Southeastery right-of-way line of Leo Road; thence North 63 degrees 10 minutes 00 seconds East along said right-of-way line, a distance of 72.65 feet; thence South 53 degrees 28 minutes 00 seconds East, a distance of 949.34 feet; thence South 42 degrees 51 minutes 40 seconds East, a distance of 97.27 feet; thence South 11 degrees 32 minutes 09 seconds East, a distance of 180.14 feet; thence South 67 degrees 29 minutes 13 seconds East, a distance of 185.01 feet; thence North 83 degrees 36 minutes 56 seconds East, a distance of 91.60 feet; thence South 71 degrees 21 minutes 20 seconds East, a distance of 136.00 feet; thence South 14 degrees 54 minutes 47 seconds West, a distance of 197.80 feet; thence South 37 degrees 18 minutes 44 seconds West, a distance of 85.36 feet; thence South 52 degrees 41 minutes 16 seconds West, a distance of 189.44 feet; thence South 37 degrees 18 minutes 44 seconds West, a distance of 15.00 feet; thence South 52 degrees 41 minutes 16 seconds East, a distance of 125.00 feet; thence North 37 degrees 18 minutes 44 seconds East, a distance of 20.00 feet; thence South 52 degrees 41 minutes 16 seconds East, a distance of 20.00 feet; thence North 37 degrees 18 minutes 44 seconds East, a distance of 127.17 feet; thence North 14 degrees 21 minutes 49 seconds East, a distance of 70.48 feet; thence North 14 degrees 14 minutes 19 seconds East, a distance of 83.12 feet; thence North 18 degrees 38 minutes 40 seconds East, a distance of 83.08 feet; thence South 71 degrees 21 minutes 20 seconds East, a distance of 115.84 feet; thence South 81 degrees 33 minutes 51 seconds East, a distance of 50.47 feet; thence South 08 degrees 26 minutes 09 seconds West, a distance of 193.63 feet; thence South 87 degrees 10 minutes 36 seconds East, a distance of 145.91 feet to a point on a non-tangent curve; thence Southeastery along a curve to the left having a radius of 250.00 feet, an arc distance of 97.63 feet, subtended by a chord bearing South 16 degrees 24 minutes 07 seconds East for 97.01 feet to a point of tangency; thence South 27 degrees 35 minutes 24 seconds East, a distance of 13.20 feet; thence South 48 degrees 47 minutes 23 seconds West, a distance of 169.95 feet; thence South 34 degrees 02 minutes 32 seconds East, a distance of 203.04 feet; thence South 84 degrees 08 minutes 29 seconds East, a distance of 209.95 feet to the Southwest corner of the real estate conveyed to Mark and Ruth Bontroger in the deed recorded in Document #201095761 in the Office of the Recorder of Allen County, Indiana; thence North 72 degrees 21 minutes 46 seconds East along the Southerly line of said Bontroger tract, a distance of 195.60 feet to the water's edge of St. Joseph River; thence South 25 degrees 04 minutes 16 seconds East along the water's edge, a distance of 114.94 feet; thence South 04 degrees 17 minutes 27 seconds East along the water's edge, a distance of 288.0 feet; thence South 13 degrees 33 minutes 47 seconds West along the water's edge, a distance of 381.79 feet to the Northeastery corner of Block "D" in Cedar Glens, Section 6, as recorded in Plat Cabinet "D" page 107 in the Office of the Recorder of Allen County, Indiana; thence North 52 degrees 32 minutes 36 seconds West (South 52 degrees 31 minutes 19 seconds East, Plat) along the Northeastery line of the plot of said Cedar Glens, Section 6, a distance of 1080.35 feet; thence North 52 degrees 41 minutes 16 seconds West (North 52 degrees 40 minutes 07 seconds West, Plat) along the Northeastery line of the plot of Cedar Glens, Section 4 (Plat Cabinet "C" page 167) and Section 1 (Plat Cabinet "C" page 28), a distance of 2142.90 feet to the point of beginning, containing 35.845 acres subject to road rights-of-way and easements.

Exhibit "A"

