

\*\*\* AMENDED \*\*\*

DEDICATION, COVENANTS, LIMITATIONS, CONDITIONS, AND RESTRICTIONS  
FOR HUNTERS GLEN, SECTION I, AN ADDITION TO THE  
CITY OF AUBURN, DEKALB COUNTY, INDIANA

This is an **AMENDMENT** of the "Dedication, Covenants, Limitations, Conditions, and Restrictions For Hunters Glen, Section I, An Addition To The City Of Auburn, DeKalb County, Indiana" recorded in Plat Book 3, Page 272 on June 5, 1995, and is intended to revoke said earlier document and entirely substitute the terms hereof.

The undersigned Graber Homes, Inc., (sometimes referred to as "Developer") owner of the real estate shown and described herein, does hereby certify that it has laid off, platted, and subdivided and does hereby lay off, plat, and subdivide this real estate in accordance with the annexed plat.

Michael Joseph Good and Pamela Sue Good execute this document to consent to and impress Lot Numbered 25 in Hunters Glen, Section I, with the terms, conditions, rights and benefits hereof.

1. **Name.** This subdivision shall be known and designated as Hunters Glen, Section I, an addition to the City of Auburn, DeKalb County, Indiana.

2. **Dedication of Public Ways.** All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

3. **Building Lines.** Front and side yard building set-back lines are hereby established as shown on this plat, between which lines and the property lines, there shall be erected or maintained no building or structure, except that on corner lots shall have an alternate building line of thirty-four feet (34') along one of the sides adjoining a street as shown on the plat, which may be a side yard only. Where utility easements are established, no building may be erected or maintained between such lines and the nearest property lines of the lot. In no case shall any building be located nearer than ten feet (10') to an interior lot line. Overhangs, chimneys, cornices, and patios shall not be used to determine building set backs and yard dimensions.

4. **Utility Easements.** There are strips of ground in widths as shown on this plat and marked "utility easement", reserved for the use of public utilities for the installation of water and sewer mains, telephone service installations, natural gas lines, electrical poles, ducts, lines, wires and appurtenances thereto subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon these strips of land, but owners of lots in this subdivision shall take their title subject to the rights of the public utilities to use said easements.

96-1321 11:14 o'clock *A* M and recorded  
in Record *257* Page *257*

FEB 22 1996

1

*Jacqueline P. Swan*  
Recorder of DeKalb Co.

5. Retention Basin. Certain Lots in the Plat will be adjacent to a Retention Basin to be included as part of a future Section of Hunters Glen. Lots in this Section I which are adjacent to the Retention Basin shall have additional separately recorded covenants and restrictions regarding the use and regulation of the Retention Basin. The Retention Basin shall, however, be maintained as a drainage retention basin for its intended watershed.

6. Hunters Glen Community Association. There is hereby created the Hunters Glen Community Association.

A. Qualifications. Every owner of a lot in any Section of Hunters Glen shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the lot which is subject to assessment.

B. Classes Of Membership. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners, exclusive of Graber Homes, Inc. of any lot within any Section of Hunters Glen. Each Class A member shall have one (1) vote per lot.

Class B. The sole Class B member shall be Graber Homes, Inc., which shall be entitled to three (3) votes per lot which it owns in any section of Hunters Glen. Class B membership shall cease upon (a) conveyance by Graber Homes, Inc. of fee simple title to all lots in any section of Hunters Glen or (b) December 31, 2005, whichever first occurs.

Graber Homes, Inc. may assign its interest as developer and owner to another developer or builder and such assignee shall inure to all the rights, benefits, and responsibilities of Graber Homes, Inc. as to the lots so assigned. Such an assignment, whether by deed or otherwise, shall not terminate the Class B membership, provided that the assignee must continue to actively market or immediately commence constructing a dwelling on the lot(s) assigned, otherwise the owner and the lot shall be subject to the same rights, benefits, and responsibilities as if the lot(s) were not owned by Graber Homes, Inc.

C. Lien For Assessments. Each owner, exclusive of Class B members, hereby covenants and by acceptance of a deed therefore, whether or not it is expressed in such deed, each owner is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges hereinafter determined, and (2) special assessments for Common Improvements as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney fees arising in collection

efforts (whether or not suit is filed) shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and attorney fees as aforesaid, shall also be the personal obligation of the record title owner(s) of such property at the time the assessment first became due.

D. Purpose Of Assessments. The assessments levied by the Association shall be used to pay real estate taxes and assessments upon the common areas within any section of Hunters Glen, maintain the entrance median, maintain the entrance structures and signs, maintain any related landscaping of the Common Improvements, and other benefits voted by a majority of each class of membership.

E. 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 \$50.00 per lot, exclusive of any lot owned by Class B Members, which shall not be assessed on any lot they own. After the first assessment is levied, the maximum annual assessment may be increased not more than eight percent (8%) over the prior calendar year assessment by the Board of Directors of the Association, unless by vote and/or written assent of fifty-one percent (51%) of each class of members, a greater assessment is approved. Otherwise, the Board of Directors of the Association shall fix the annual assessment in an amount not in excess of these maximums.

F. Notice And Quorum. Any action authorized under this paragraph shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members at the address noted on the records of the Association (or if no such record exists, then to the address to which the DeKalb County real estate tax bill is mailed according to the records of the DeKalb County Auditor), not less than twenty (20) 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 required 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 after the date of such meeting.

G. Uniform Assessments. Both annual and special assessments must be fixed at a uniform rate for all lots subject to assessment and may be collected on a monthly or yearly basis.

H. Collection Dates. The annual assessments provided for herein shall be due upon the first day of the month following establishment of the assessment by the Association

or as otherwise established by the Board of Directors of the Association. The first annual assessment for a lot shall be adjusted according to the number of months remaining until the next due date. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified lot has been paid.

I. Non-Payment; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum computed monthly in advance, unless the rate is changed by the Board of Directors from time to time. The Association may bring an action at law against the property. Non-use of the Common Improvements or abandonment of a lot shall not be an excuse for non-payment of the assessment.

J. Subordination of Lien. The lien for assessments provided for herein shall be subordinate to any bona fide first mortgage lien given for value. Sale or transfer of any lot shall not affect the assessment nor relieve the lot from the lien for any assessments thereafter coming due.

K. Incorporation. The Association may, by majority vote, incorporate as an Indiana Not-For-Profit Association.

L. Title To Common Areas. Upon delivery of a warranty deed from the Developer to the Association, the Association shall accept title to the common areas located within the plat of any Section of Hunters Glen.

7. Residential Use. Each and every lot is for single-family residential purposes only. No use, building, or structure intended for or adapted to business purposes or multi-family dwelling (including group homes) shall be permitted on such premises, or on any part thereof.

8. Unattached Structures. No structures, whether or not on a permanent foundation, shall be allowed within the plat, unless they are permanently attached to the primary dwelling on any lot and are of the same type of construction as the primary dwelling.

9. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or out-buildings shall be used as a residence on any lot at any time either temporarily or permanently.

10. Variation Of Lot Size. Lot dimensions may be changed by the Developer and parts of lots may be conveyed so long as no building site is less than eighty feet (80') in width at the building line and a minimum of 10,000 square feet including easements. Lot lines may not be moved to increase the total number of lots within the subdivision but parcels may be conveyed other than by whole lots so as to decrease or maintain the total number of building sites. No

change in lot dimensions or lines shall affect easements as shown on the plat, unless approved by the Auburn City Plan Commission.

11. Dwelling Size. The ground-floor area of any dwelling shall not be less than 1,800 square feet for a dwelling of one story in height, nor less than 1,250 square feet for a dwelling of more than one story. All houses shall have attached garages for at least two <sup>\*\*\*</sup> (2) cars. Driveways shall be a hard surface with sufficient room to accommodate four (4) off-street parking spaces. No structure shall be more than two (2) stories in height. Minimum square feet shall be exclusive of open porches, breezeways, attached garages, and basements with or without a ground-level entrance. <sup>\*\*\*</sup> 3 car garage required for architectural approval--see section 23

12. Tanks; Antennae. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be placed on any lot. No free-standing radio or television antenna, or television receiving disc or dish shall be permitted on any lot. No solar panels, attached or detached, shall be permitted.

13. Fences. No fence shall be constructed on any lot in front of the building line as set forth on the Plat. The placement, size, and type of all fences must be approved in writing in advance of installation by the Architectural Control Committee, or its designee or successor. Unless otherwise specifically allowed by said Architectural Control Committee, only a wrought iron fence, with a maximum height of five (5) feet, and bars spaced between three (3) inches and five inches apart. The Architectural Control Committee, or its designee or successor, shall have sole discretion to determine the appropriateness of any fence.

14. Pools. No above ground swimming pools are permitted with the Plat.

15. Sidewalks. Installation of sidewalks according to specifications of the City of Auburn ordinance shall be the obligation of any owner who builds on any lot. The cost of installation, if not paid by the owner, shall be a lien against such lot in favor of and enforceable by the City of Auburn. Parties to whom a certificate of occupancy is issued by the City of Auburn or then current title owners, shall be an owner for purposes of this covenant.

16. Trash Removal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other refuse or debris and the same shall not be kept except in sanitary containers while waiting prompt removal from the premises. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be fully screened from public view by an appropriately approved fence or screen. Construction material or debris deposited by the developer shall not be prohibited by this covenant.

17. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except domestic cats or

dogs provided they are not kept, bred, or maintained for commercial purposes. All such animals shall be so confined as not to be offensive to other lot owners.

18. Vehicles. No unlicensed or inoperable vehicle shall be permitted to be parked anywhere out of doors within the subdivision. No campers, boats, or commercial trucks rated over one (1) ton shall be permitted to be parked outside.

19. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon except as follows: a name and address sign of the lot owner or resident; signs advertising the property "for sale", "information office", "open house", and "model homes" installed by the developer or real estate broker to promote the sale of lots and houses in the subdivision; or a sign or entrance post advertising the subdivision.

20. Nuisances. No noxious or offensive activity or nuisance shall be carried on upon any lot; nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

21. Utility Easements. All lots in the addition are subject to the easements indicated upon the Plat for any or all of the following purposes: for the construction and maintenance of poles, wires, or conduits and the necessary or proper attachments in the connection thereof for transmission of electricity or telephone service or other purposes; also for the construction and maintenance of surface water drainage, public sewers, pipelines for supplying gas, water, and heat; and for any other public or quasi public utility or function maintained, furnished, or performed by or through any method beneath ground level. Any municipal, public, or quasi-public corporation engaged in supplying one or more of the above utilities, or the developer, shall have the right to enter upon the portions of land subject to said easements for any purpose for which said easements or rights-of-way are herein reserved. All such uses, except street lighting and overload storm drainage, shall be installed below ground level, including any connections to structures.

The utility easements shown on the Plat shall be kept free of all permanent structures and the removal of any such obstruction by any utility company or developer shall in no way obligate the utility company or developer for damages or to restore the obstruction to its original form.

Any structure, shrubbery, trees, or other installations on the utility easement shall be subject to the right of the utility or developer to install, repair, maintain, or replace its utility and to maintain or repair its use for proper surface drainage.

22. Surface Water. An area five feet (5') in width on each side of a lot may be used, when needed, to slope and shed surface water to the edge of the lot. Developer or its designee, in its sole discretion, has the right to repair such when needed, which right

shall enure to abutting lot owners once the undersigned no longer owns any lot within the plat.

23. Building Design Approval. No building, fence, wall, or structure shall be commenced, erected, placed, or altered on any lot nor shall any exterior color, 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 of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, or upon cessation of its existence then the Board Of Directors of the Hunters Glen Community Association. The Architectural Control Committee and the Association, or their designees, shall not be responsible for any defects in such plans or specifications or any building or structure erected according to such plans and specifications. 3 car garage required

The first Architectural Control Committee shall consist of Graber Homes, Inc., by its designee who shall serve until Graber Homes, Inc. ceases to own any of the lots in the subdivision. At that time, these duties shall be assumed by the Hunters Glen Community Association, unless earlier transferred by Graber Homes, Inc..

24. Termination Of Restrictions. The foregoing restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until amended or terminated. The undersigned reserves the sole right to unilaterally amend these restrictions for a period of eight (8) years from the date of recording of the restrictions. Otherwise, these restrictions shall be valid until January 1, 2005, when they shall be automatically extended for successive periods of ten (10) years unless, by written consent of the majority of the then owners of the Lots covered by these restrictions, (each Lot receiving one vote), it is agreed to change such restrictions in whole or in part. Such amendments shall be effective upon recordation of a document executed by such majority. Invalidation of any of the restrictions by judgment or court order shall in no way affect any of the other restrictions, which shall remain in full force and effect.

25. Delay In Enforcement. No delay or omission on the part of any party in exercising any rights, powers, or remedies herein provided or enforcing the restrictions in the event of any breach shall be construed as a waiver thereof or acquiescence therein.

26. Remedies. Beneficiaries of the easements or the owners of the lots in the subdivision, and their heirs and assigns, shall have the right to enforce these provisions by injunction together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation hereof. However, there shall be no right of reversion, re-entry, or forfeiture of title resulting from any violation.

In witness whereof, the undersigned being owner of all of the real estate described on the within plat have executed this instrument

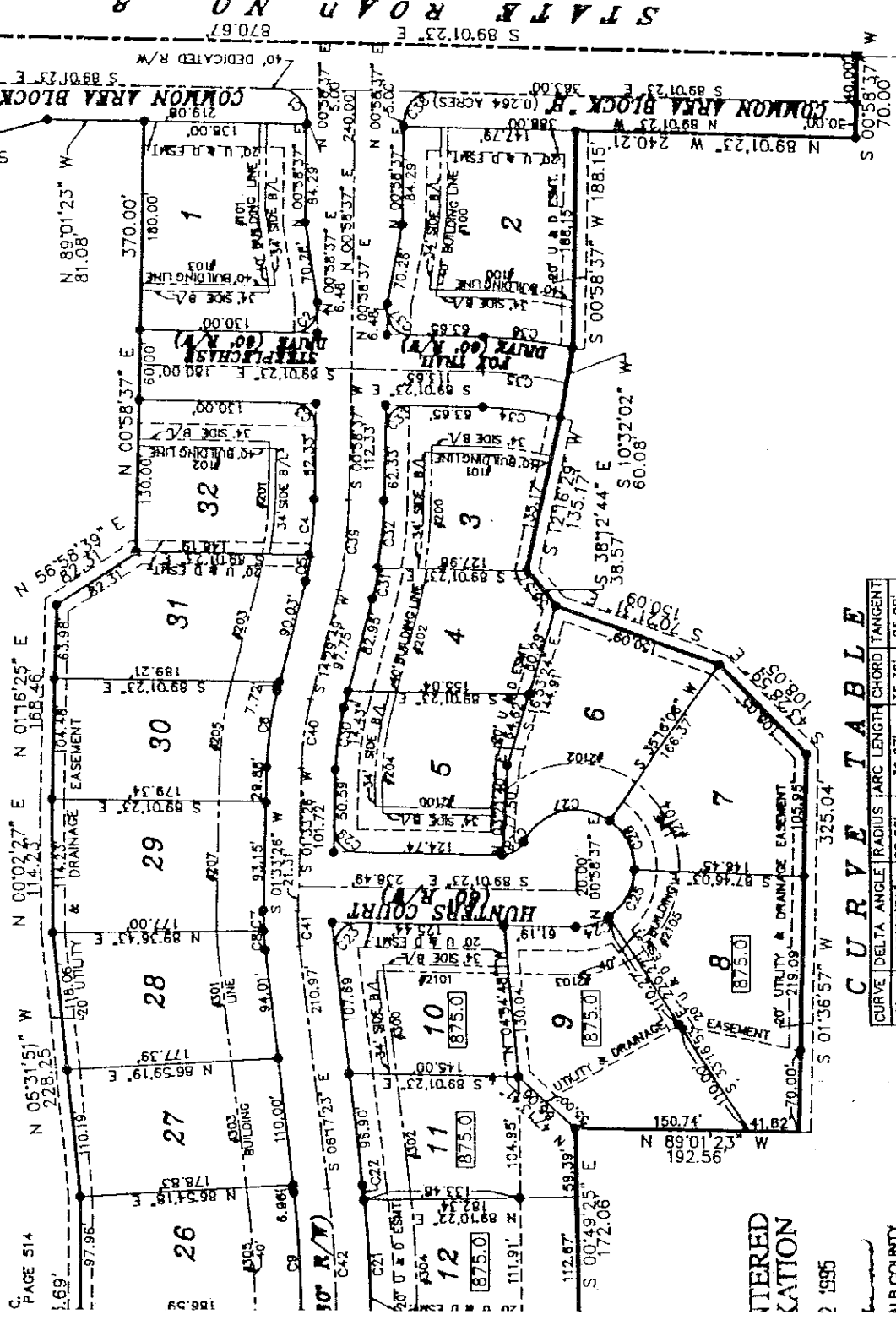




PLAT I  
 OF  
 TOWN SECTION I  
 THE CITY OF AUBURN  
 COUNTY, INDIANA

SR. ESTATE

PAGE 514



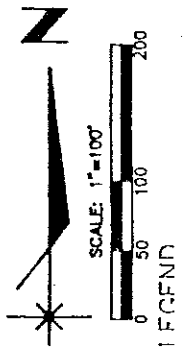
**CURVE TABLE**

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD TANGENT
C1	89°59'56"	25.00'	39.27'	35.36'
C2	89°59'56"	20.00'	31.42'	28.28'
C3	89°59'56"	20.00'	31.42'	28.28'
C4	09°08'37"	300.00'	47.85'	23.99'
C5	04°22'36"	300.00'	22.92'	11.48'

PLAT  
 SECTION I  
 THE CITY OF AUBURN  
 COUNTY, INDIANA

1995

AUBURN COUNTY



Copy

ADDITIONAL RIGHTS, EASEMENT, RESTRICTIONS AND LIMITATIONS  
TO CERTAIN LOTS IN HUNTERS GLEN, SECTION I, AND FUTURE SECTIONS OF  
HUNTERS GLEN, AN ADDITION TO THE CITY OF AUBURN, DEKALB COUNTY, INDIANA

The undersigned, Graber Homes, Inc. ("Graber Homes"), owner of "Retention Pond(s)" numbered one (1) in Hunters Glen, Section I, or proposed in one or more future Sections of Hunters Glen, additions to the City of Auburn, DeKalb County, Indiana, do hereby impose the following restrictions, conditions, and covenants upon each "Adjacent Lot", being any lot in Section I or in any future Section of Hunter's Glen, which abuts upon any Retention Pond.

CONVEYANCE, OWNERSHIP, AND DEDICATION

1. Conveyance: At or before the conveyance by Graber Homes of all of its interest in all of the lots adjacent to any Retention Pond, but not to exceed fifteen (15) years from the date of initial recording of these restrictions, Graber Homes shall convey by quit-claim deed all title and interest it has in the Retention Ponds to any Adjacent Lot Owners whose lots are adjacent to that particular Retention Pond. Each Adjacent Lot Owner shall be subject to the restrictions and limitations contained in this document, which restrictions and limitations shall be deemed to touch and concern and run with the land. Only owners of Residential lots within any Section of Hunters Glen shall be all Adjacent Lot Owners for purposes of these rights, restrictions and limitations.

2. Ownership Interest: Upon platting into single family residential lots of all of the real estate surrounding any proposed Retention Pond in Hunters Glen and the prior or subsequent conveyance by Graber Homes to the Adjacent Lot Owner of an adjacent lot, each Adjacent Lot Owner shall have an undivided equal ownership interest in the Retention Pond which is adjacent to said lot with all of the other Adjacent Lot Owners to said Retention Pond. All Adjacent Lot Owners shall have cross easements for the use of the Retention Pond with the other Adjacent Lot Owners of said Retention Pond. Title to the fractional interests shall be an undivided equal interest in the adjacent Retention Pond with all other Adjacent Lot Owners of said Retention Pond.

3. Retention Pond Dedication: Upon recordation of the Plat in which any Retention Pond is located, the Retention Pond and surface drainage structures are hereby dedicated for the use and benefit as a drainage retention pond for its intended watershed. No person shall interfere with the use of the Retention Pond to accomplish its purpose as a drainage improvement for its watershed, and no provision contained in these restrictions shall be construed as permitting any use which interferes with the use of the Retention Pond to accomplish this purpose.

4. Easement For Retention Pond: If any portion of the banks, bottom, or water of any Retention Pond is located upon or within the lot line of any Adjacent Lot, that portion of the lot is hereby impressed with an easement for the Retention Pond and shall be subject to the

restrictions and limitations upon its use, care and maintenance as if a part of the Retention Pond. It shall otherwise remain a part of the Adjacent Lot.

#### DEVELOPER

5. Developer Disclaimer: Graber Homes hereby expressly disclaims for itself and its agents, employees, assignees, owners, and officers any and all warranties or liabilities for the continued integrity of the volume, depth, quality, water quality, duration, cleanliness, safety, or any geological or physical characteristics of any Retention Pond. They are designed solely as storm-water retention areas.

6. Developer Control Pending Development: Each Adjacent Lot Owner shall be deemed to have agreed to joint regulation of the Retention Pond with the other Adjacent Lot Owners, provided that such joint regulation shall not commence until such time as is the earlier of the date on which all of the land adjacent to each Retention Pond has been platted and conveyed by Graber Homes or the Retention Pond is conveyed to the Adjacent Lot Owners. Until that time, Graber Homes reserves complete and exclusive right to govern the use, design, construction, and regulation of the Retention Pond. By retaining such rights, Graber Homes reserves no liability for damage caused by non-compliance with or ineffectiveness of the regulations, use, design, or construction.

#### RETENTION POND ASSOCIATION

7. Retention Pond Association: Upon conveyance of title of any Adjacent Lot by Graber Homes to the Adjacent Lot Owners, the Adjacent Lot Owners shall be members of the Hunters Glen Retention Pond Association ("Association") and thereby consent to said membership. Each of the Adjacent Lots shall have one and only one vote on all matters brought before the Association. In the event that more than one person or entity owns part of a lot, then the vote for that lot shall be cast by the owner of a majority of the area of the lot. Lots or parts of lots owned jointly shall be represented and voted by any one of the joint owners thereof. No partial votes may be cast. Either Graber Homes or at least five (5) Adjacent Lot Owners may call a meeting of the Association, unless other provisions are established by the Association.

All Adjacent Lot Owners of all Retention Ponds within any Section of Hunter's Glen shall be members of the Association. Insofar as practical, the actions of the Association shall apply equally to all Adjacent Lot Owners and to all Retention Ponds. so that use, regulation, and maintenance of the Retention Ponds shall be uniform and shall not prejudice nor prefer one Retention Pond over another, nor one group of Adjacent Lot Owners over another.

8. Incorporation of Association. The Hunters Glen Retention Pond Association, by a majority vote of its members, may incorporate as a Not-For-Profit Corporation. Such corporation shall then assume all of the rights and responsibilities of the Association.

9. Rules And Elections: All rules necessary to carry out the purpose and intent of this agreement and the restrictions imposed upon the Retention Ponds shall be passed by a majority of the votes entitled to be cast in the Association. The election of all officers of the Association, including Treasurer, shall be determined by a majority of the votes entitled to be cast in the Association.

10. Maintenance Fee: The Association may impose upon the owner of each Adjacent Lot an annual maintenance fee in an amount to be determined by a majority of the votes entitled to be cast in the Association, which sum shall be not less than \$25.00, and shall not increase more than ten per cent (10%) in any calendar year unless approved by seventy-five per cent (75%) of the votes entitled to be cast. Such maintenance fee is to be used for the purpose of maintaining and cleaning of the water, Retention Pond, yard, and structures therein and other purposes common to all members of the Association. Provided, however, the owner of each lot adjacent to any Retention Pond shall be responsible for maintaining and mowing that portion of the Retention Pond which is adjacent to that lot up to the water's edge. The maintenance fee shall be and constitute a lien on each Adjacent Lot and its proportionate share of the Retention Pond adjacent thereto, and inferior only to taxes, assessments, and bona fide purchase money or construction loan mortgages thereon, it being understood, however, that no such assessment or lien shall be imposed on any lot then titled in the name of Graber Homes, or its successor as Developer of Hunter's Glen.

11. Maintenance Charge Lien: The amount assessed against each lot pursuant to the foregoing restriction shall be payable by the owners thereof in the proportion of their ownership to the Treasurer of the Association within thirty (30) days from the time that notice of such assessment has been mailed to them by the Treasurer. All joint or co-owners of any lot shall be jointly and severally liable for any assessment. Each assessment shall be and remain a lien upon the respective lot or partial lot against which the assessment is made until payment thereof to the Treasurer. All payments and assessments shall be noted on the books of the Association and, on request, the Treasurer, or in the absence of a Treasurer, Graber Homes, shall furnish to any member a certificate showing the assessment made upon said lot and the amount, if any, of such assessment remaining unpaid and such certificate may be relied upon by the lot owner and any third party. The lien of said assessment may be foreclosed if unpaid and past due the same as mortgages are foreclosed, without relief from valuation and appraisal laws and with reasonable attorneys fees and costs.

#### MISCELLANEOUS RULES AND LIMITATIONS

12. Non-Severability: Any interest of any Adjacent Lot Owner in any Retention Pond shall not be assignable, in whole or in part, and shall not be severed from title to the lot, either equitably or legally. This provision shall not affect the right of any Adjacent Lot Owner to concurrently transfer any interest in the lot and Retention Pond to any third person.

13. No Subdividing: No Adjacent Lot Owner shall subdivide or partition its real estate so as to allow additional landowners access to the Retention Ponds without the consent of all Adjacent Lot Owners of that Retention Pond.

14. Liability: Liability and risk for the use of the Retention Pond is the sole risk and responsibility of the user.

15. Recreational Use: No motorized boats or commercial traffic shall be allowed in or on the Retention Ponds and any recreational use of the Retention Ponds shall be reserved to Adjacent Lot Owners to said Pond, their immediate families who actually reside in any dwelling on the lot, and their temporary guests when accompanied by such Adjacent Lot Owner or family member. Boats are prohibited on the Retention Ponds except for one small paddle boat per lot which does not exceed 8 feet in any dimension, or, one row boat per lot, not exceeding 12 feet in any dimension. Any boats, floats, rafts, water toys, et cetera shall be stored out of sight from other Adjacent Lots when not in use.

16. Yard Maintenance: The entire yard area of any lot down to within three (3) feet of the water's edge shall be grassed. The three (3) feet adjacent to the water's edge shall be grassed or covered with pea gravel, sand, or stone, but no other type of ground cover or material. Each Adjacent Lot Owner shall be responsible for maintaining and mowing the portion of the Retention Pond area adjacent to that Lot Owner's lot completely to the water's edge.

17. Structures And Foliage: No structure or foliage of any kind, whether temporary or permanent, shall be placed within the Retention Ponds. For purposes of this subsection, "structure" shall include but not be limited to, docks, rafts, floats, poles, piers, lighting, storage buildings, and sheds; "foliage" shall include but not be limited to gardens, trees, and reeds. Small ornamental shrubs and flowers shall be permitted, provided they do not interfere with the purpose or use of the Retention Ponds and do not interfere with the view, use and enjoyment of surrounding lots.

Excepted from this provision is the planting of trees by the Developer as required by the City of Auburn as part of Plat approval conditions.

18. Duration And Amendment: These restrictions are to run with the land and shall be binding on all Adjacent Lot Owners or their successors in title to any Adjacent Lot. Graber Homes shall have the sole right to unilaterally amend these restrictions for a period of five (5) years from the date of recording, except as to the manner and amount of assessments, requirements of conveyance of title to Adjacent Lot Owners, or limitations upon voting by Adjacent Lot Owners. Otherwise, these restrictions shall be valid until January 1, 2015, when they shall be automatically extended for successive periods of five (5) years unless by written consent or vote of the majority of the Association, it is agreed to change such restrictions in whole or in part. Unanimous

consent of members of the Association shall be required as to amendments regarding assessments, conveyance of title to Adjacent Lot Owners, or limitations upon voting by Adjacent Lot Owners. Such amendments shall be effective upon recordation of a document executed by such majority or certified by the President and Secretary of the Association. Invalidation of any of the restrictions by judgment or court order shall in on way effect any of the other restrictions which shall remain in full force and effect.

GRABER HOMES, INC.

BY: *Allen W. Graber*  
Allen W. Graber, President

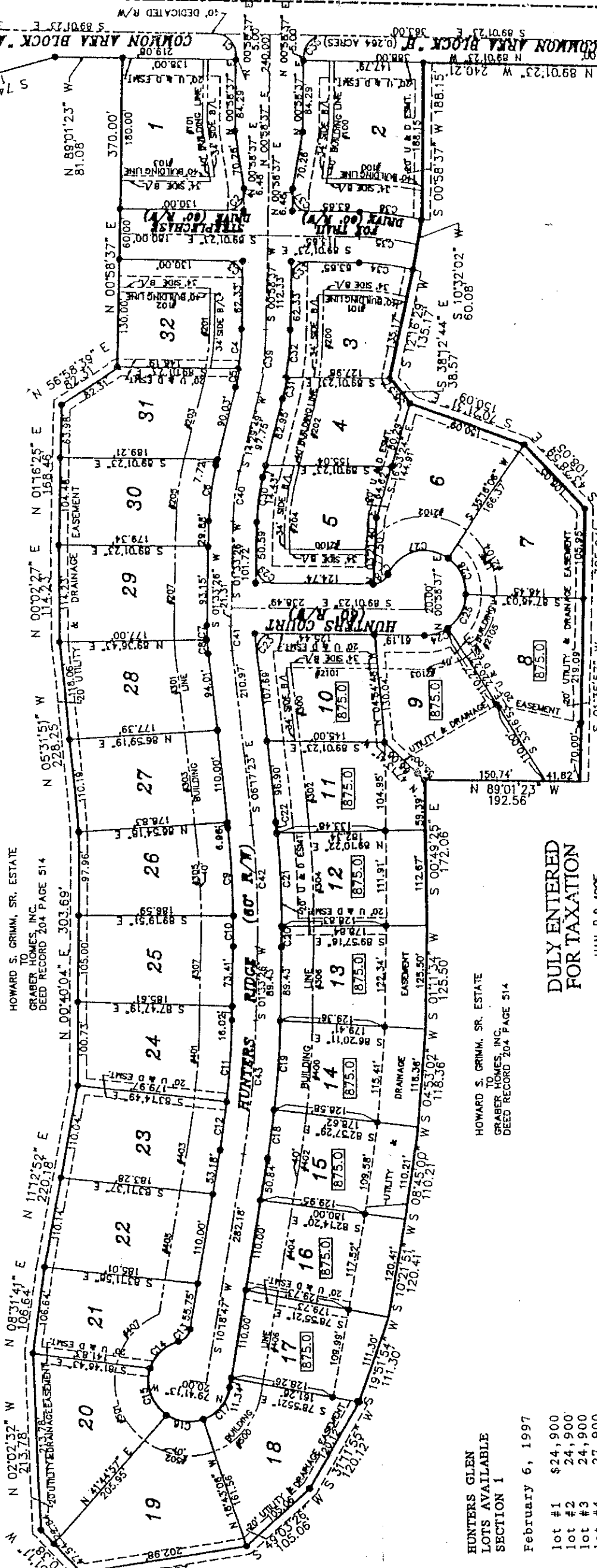
STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF DEKALB        )

Subscribed and sworn to by Allen W. Graber, as President of Graber Homes, Inc., as Developer, before me, a Notary Public in and for said County and State, this 15<sup>th</sup> day of November, 1995.

\_\_\_\_\_  
Jeffrey L. Turner, Notary Public  
Resident of DeKalb County, Indiana

My Commission expires: June 15, 1996

# HUNTERS GLEN SECTION I AN ADDITION TO THE CITY OF AUBURN DEKALB COUNTY, INDIANA



### C U R V E T A B L E

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD TANGENT
C1	89°59'56"	25.00'	39.27'	35.36'
C2	89°59'56"	20.00'	31.42'	28.28'
C3	89°59'56"	20.00'	31.42'	28.28'
C4	89°59'56"	300.00'	47.88'	47.83'
C5	89°59'56"	300.00'	47.88'	47.83'

**DULY ENTERED  
FOR TAXATION**

JUN 02 1997

HOWARD S. GRIMM, SR. ESTATE  
GRABER HOMES, INC.  
DEED RECORD 204 PAGE 514

HOWARD S. GRIMM, SR. ESTATE  
GRABER HOMES, INC.  
DEED RECORD 204 PAGE 514

HUNTERS GLEN  
LOTS AVAILABLE  
SECTION I

February 6, 1997

lot #1	\$24,900
lot #2	24,900
lot #3	24,900
lot #4	27,900
lot #5	27,900
lot #6	27,900
lot #8	35,900
lot #12	38,900
lot #16	37,900
lot #29	29,900
lot #30	29,900
lot #31	27,900
lot #32	24,900

All houses must have 3 car garage

