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99-10-552

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND LIMITATIONS FOR DEER CHASE, PHASE I, SECTION 1

THIS DECLARATION, made on the day hereinafter set forth by the undersigned as the owner in fee simple of Deer Chase, Phase I, Section 1, a subdivision in the City of Columbia City, Whitley County, Indiana, consisting of 7.757 acres, more or less (hereinafter referred to as "Declarent"), witnesseth that:

1. WHEREAS, Declarent is the owner of Lots Numbered 1 through 11, inclusive, and 64 through 71 inclusive, of Deer Chase, Phase I, Section 1, an addition to the City of Columbia City, Whitley County, Indiana, according to the plat thereof, and desires to impose upon each and all said Lots the covenants hereinafter set forth.

2. WHEREAS, Declarent is also the owner of Lots 12 through 63, inclusive, and Lots 72 through 74, inclusive, also in Deer Chase, Phase I, the primary plat approval having been granted by the Columbia City Plan Commission, and Declarent intends to secure secondary approval in one or more sections subsequent to the date of this Declaration.

NOW, THEREFORE, Declarent hereby declares that all of the aforesaid Lots numbered 1 through 11, inclusive, and 64 through 71, inclusive, of Deer Chase, Phase I, Section 1, an addition to the City of Columbia City, Whitley County, Indiana, and Lots 12 through 63, inclusive, and Lots 72 through 74 inclusive, of Deer Chase, Phase I, which may be platted in one or additional sections after secondary plat approval by the Columbia City Plan Commission, shall be impressed with and shall be held, sold and conveyed subject to all the following covenants which shall run with said Lots and be binding upon all parties now having or hereafter acquiring any right, title or interest in the same or in any part thereof, their heirs, successors and assigns and shall inure to the benefit and be enforceable by each owner thereof.

ARTICLE I

DEFINITIONS

Each of the capitalized terms herein shall have the following meanings:

1.1 "Assessments" shall mean all regular and special assessments described in Article VI below.

1.2 "Building Control Committee" shall mean the architectural/building control committee which Developer establishes pursuant to Article VII below.

1.3 "Multi-family Lots" shall mean Lots 1 through 3 inclusive which are zoned R2 and may be used for two family dwellings unless the deed from Developer conveying such Lot shall designate otherwise.

1.4 "Common Areas" shall mean and refer to those portions of the Subdivision owned by

Developer to be used for the benefit of all Owners, including, without limitation, park areas, any landscape and sign easement corridors along roads and streets and the drainage and detention areas and any other areas designated as such on any Plat and including any storm drain facilities located within any easement in the Subdivision.

1.5 "Developer" shall mean Deer Chase, LLC and their respective successors and assigns (i) if such successors and assigns acquire or hold fee title to any part or all of the Subdivision, and (ii) are expressly named as successor Developer in a document executed by the Person then constituting Developer hereunder and by the successor Developer and recorded with the County Recorder of Whitley County, Indiana, which document specifically assigns the rights and duties of Developer to such successor Developer and pursuant to which such successor Developer expressly accepts and assumes the assignment of such rights and duties.

1.6 "Owner" shall mean the fee simple interest owner of any Lot, including a Person who is buying a Lot under a recorded contract, but excluding mortgagees and others who hold such title merely as security. Owner for purposes of the Multi-family Lots shall be the fee simple interest Owner of a portion of a Lot upon which is located a dwelling unit.

1.7 "Lot" shall mean and refer to each subdivided Lot within the Subdivision as shown on a Plat and, with respect to Multi-family Lots, each portion thereof upon which is located a dwelling unit, whether or not such Multi-family Lot has been further subdivided.

1.8 "Subdivision" shall mean all of the real property comprising Deer Chase, Phase I.

1.9 "Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a trust or any other legal entity.

1.10 "Plat" shall mean and refer to the Plat for Deer Chase, Phase I, Section 1, recorded as Document # 99-10-552 in the Office of the Whitley County Recorder and every final subdivision plat covering property in the Subdivision recorded hereafter, and any amended or replacement plats thereof.

ARTICLE II

LAND USE AND BUILDING TYPE

No Lots shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot, other than one single family dwelling not to exceed two and one-half stories in height (exclusive of basement) and ancillary or accessory structures as permitted upon approval herein. Not withstanding the foregoing, two family structures may be placed on Multi-family Lots all in accordance with the Columbia City Zoning & Subdivision Control Ordinance. No separate garages shall be allowed; only garages attached to a primary residence, of permanent construction and of identical architectural style and construction shall be permitted within the Subdivision.

3.6 Temporary Structures and Prohibited Structures. No structure of a temporary character and no mobile home, basement, garage or other building shall be used or permitted to stand upon any Lot as a residence either temporarily or permanently. No tents, trailers, vans, shacks, tanks, or temporary structures shall be erected or permitted to remain on any Lot or in the Common Area without written consent of the Developer, or of the Association after Developer has conveyed the last Lot which Developer owns in the Subdivision. No Lot shall be allowed a separate free standing structure ancillary or accessory to the dwelling except where (i) the roof and siding materials are consistent with the grade and quality of the dwelling: and (ii) the square footage shall not exceed one hundred and fifty (150) square feet; and (iii) the Building Control Committee shall grant prior approval of the structure and its location on the Lot. No above ground level swimming pools are permitted. Hot tubs allowed with Building Control Committee approval.

3.7 Driveways. All private driveways shall be concrete or brick and shall be kept in good order and repair and be a minimum of 20 feet wide.

3.8 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. 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 City of Columbia City or a division thereof. Should such Certificates of Occupancy be issued to the Developer, the Developer shall be considered an Owner for the purposes of the enforcement of this covenant.

3.9 Landscaping. Prior to occupancy of any Lot herein, occupancy defined as the completion of a residential building and the occupancy of same, weather permitting, the Owner of each Lot shall be obliged to provide a minimum of four deciduous trees upon the Lot, no tree to be smaller than 1-1/2" in diameter and ten shrubs. The Owner of each such Lot to be occupied shall submit the plans for location of the trees, and type of trees, to the Building Control Committee which shall have the right to approve or disapprove the location, type and size of trees.

3.10 Construction Time. Construction on a dwelling on any Lot shall commence within five (5) years of conveyance to Owner by Developer and if such construction is not commenced the Developer may repurchase said Lot for the then fair market value. All dwellings constructed on any Lot shall be completed as to all exterior construction and finish including completion of all landscaping and seeding or sodding of the lawn and installation of a suitable driveway within one year after commencement of construction, and must be completed prior to occupancy, unless granted a waiver by Columbia City Planning Commission due to weather conditions. No improvement which has partially or totally been destroyed by fire, windstorm or other casualty shall be allowed to remain in such state for more than three (3) months from time of such destruction or damage.

ARTICLE IV

LAND USE

4.1 Refuse And Garbage Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept on any Lot except in sanitary containers. Any sanitary containers containing rubbish, trash, garbage or other waste materials shall be kept screened and hidden from view other than on the day of regular refuse pickup service. All outside containers shall be hidden from view at all times, except outside dumpsters will be allowed during construction activity. No dumping of rubbish, trash, garbage or other waste shall be allowed or permitted in any Common Areas of the Plat.

4.2 Livestock And Poultry. No animals, livestock or poultry of any kind shall be raised, bred, kept or harbored on any Lot, except that dogs, cats or other household pets may be kept provided that they are not bred or maintained for commercial purposes and further provided that such household family pets are not permitted to roam at large or become a nuisance to the Owners of other property within the Subdivision. Dogs must be contained on the Owner's Lot unless accompanied by Owner on a public right-of-way. In no event shall a dog be allowed to bark constantly or to any extent that such barking will create a nuisance to any other Owner(s) in the Subdivision.

4.3 Nuisances. No noxious or offensive activity of any kind shall be carried on or be permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The Owner of each Lot shall keep the Lot in a neat and orderly condition and free of tall grass, weeds or other unsightly growth.

4.4 Vacant Lots. It is contemplated that Persons may buy Lots within the Subdivision but delay building or construction upon such Lot. In order to eliminate any occurrence of annoyance or nuisance, the Developer or the Association shall have the right to mow such vacant Lots owned by others and charge to the Owner thereof a reasonable fee for the expense of mowing. Prior to mowing, Developer or the Association shall give five (5) days written notice to the Owner of the Lot by regular U.S. Mail, to the address shown on the real estate tax records for such Lot, with date of mail deposit to determine the five days.

4.5 Commerce or Trade. No dwelling house, garage or basement shall be used in any manner as a warehouse or storage, manufacturing or processing facility of any goods or property to be sold commercially, whether retail or wholesale, nor used commercially by the Owner or any other Person.

4.6 Use of Home as an Office. An Owner may use their residence as an office on the Lot provided that the following conditions are met:

4.6.1 only office use shall be allowed;

4.6.2 only the Owner of the residence and any permanent occupant and resident thereof shall be permitted to use the home as an office;

4.6.3 no client or customers shall be permitted to come to the residence;

4.6.4 no signs shall be permitted;

4.6.5 all ordinances and regulations of the appropriate governmental authority shall be strictly complied with without variance or exception.

4.7 Commercial Vehicles. No commercial vehicles, trucks, trailers, tractors, school buses, construction equipment, or other commercial machinery shall be placed or permitted to remain upon any Lot or road, unless kept completely within the garage of a house; provided, however, such equipment or vehicles actually being used in the construction or erection or maintenance of a building located on a Lot shall be permitted to remain thereon and only for such a period of time as is necessary to complete the construction, erection or maintenance in progress.

This section of excluded commercial vehicles shall not apply to vehicles of two axles owned or used by residents within the Subdivision for purposes of their employment, such as, but not limited to, pickup trucks or vans owned by residents for their employment or owned by employers or residents and used by residents for purposes of their employment, or for purposes of traveling to and from their place of employment. Recreational vehicles, campers, boat trailers and similar such vehicles, unless kept completely within a garage, are prohibited, and provided further that same may be temporarily parked for not more than a single twenty-four hour period on the resident's Lot. Such vehicles owned by a guest or nonresident visiting a resident within the Subdivision are permitted upon a temporary basis only and in any event for no longer than one week on the resident's Lot. All vehicles referred to above, when permitted to be on a Lot, must be on a hard surfaced portion of improved Lot.

4.8 Signs. No signs of any kind shall be displayed to the public view on any Lot or road right-of-way, except two signs of not more than six square feet each advertising the property for sale; and that no illuminated signs of any kind shall be permitted; provided further, that the sign restrictions shall not apply to the Developer, who shall be permitted to maintain signs of Developer's discretion on any Lot advertising the same for sale and be permitted to erect signs indicating the location of the Subdivision; further, signs shall be permitted, as approved by the Association, within Common Areas and easements within the Plat.

4.9 Fences. No wire, metal or chain link fences will be permitted on any Lot. All other fencing material and fencing location must be approved by the Building Control Committee and all visible fencing will only be permitted in the rear yard, in the area directly behind the home and in no case to exceed six (6) feet in height, measured from the ground on which it stands. Fences erected by the Developer or Association along the Subdivision boundaries or easement areas shall be permitted.

4.10 Exterior Lighting. Each residence on a Lot shall have and maintain an ornamental light, not attached to any building, to be placed between the front of the house and adjacent street, and fifteen (15) feet (plus or minus one foot) from the road right-of-way, and operated by an electric eye or automatic sensing device, timer, or other automatic control, so as to be operated continuously from sunset to sunrise of each day. Such ornamental light may be either gas or electric. The location,

type, and style of ornamental light shall be required to be approved by the Building Control Committee.

ARTICLE V

EASEMENTS

Easements are hereby expressly reserved and dedicated with dimensions, boundaries and locations as designated on the recorded 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 quasipublic nature) and sewer and drainage facilities.

5.1 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.

5.2 No buildings or structures located in the Subdivision 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 Subdivision, 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.

5.3 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 a property line 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.

ARTICLE VI

THE DEER CHASE PROPERTY OWNERS ASSOCIATION AND ASSESSMENTS

6.1 There will be created The Deer Chase Property Owners Association, which shall be incorporated. Each Owner in the Plat of Deer Chase , Phase I, and any later phases and sections thereto, shall be a member of the Association and shall be entitled to cast one vote at all meetings for each such Lot that is owned and upon which Assessments are paid to a current status. The Owner(s) and the Developer shall be considered as having one vote for each Lot owned.

6.2 The purpose of The Deer Chase Property Owners Association shall be to manage and support financially all Common Areas, if any, lighting, and such other similar purposes as the membership may deem necessary from time to time. The Association shall adopt bylaws for its government and levy and collect dues. The Association shall have the further right and authority to impose and collect annual Assessments for the maintenance, repair, electric usage and other utilities for the operation of the Common Areas, and for the maintenance and improvement, thereof, of such other Common Areas as may be acquired by the Association. Any such assessment shall be levied equally on each Lot in the Plat, or any later Phases or Sections, as may be platted for residential use by the Developer. Failure to pay said Assessments or annual dues shall be a violation of these restrictions. Such Assessments or dues shall be billed by the Association to the Owner of each Lot during the month of January each year and shall be due and payable within thirty (30) days. No such assessment or annual dues shall be levied against any vacant Lot while the same remains in the ownership of the Developer. Such Assessments shall be a lien in favor of the Association upon the Lot against which it is charged, until paid; provided, however, that no lien shall accrue or be charged against any Lot owned by the Developer. The said lien for payment of dues and Assessments is subordinate to any first mortgage lien that may exist upon any Lot from time to time. Any Owner failing to keep current in dues payments shall lose their right to vote on Association issues. Any past due annual dues, Assessments or other charges assessable hereunder shall bear interest at the rate of 12% per annum commencing thirty (30) days after the same shall become due with attorney fees and payable without relief from valuation and appraisement laws. The Association may also enforce any other restrictions contained herein.

6.3 The Association created herein may be expanded, enlarged or added to by the Developer to include as members the Owners of Lots in any subsequent Phases or Sections of residential subdivisions located within the Plat or the real estate owned by Developer and described in Exhibit "B" attached hereto. Further, such members, if any, later added to the Association by the Developer may have an easement and right of use in the areas, if any, designated herein as Common Areas.

6.4 The regular annual assessment set forth in Section 6.2 above shall initially be the sum of $20 per Lot per year commencing January of each year and such rate thereafter may be determined by the Association as needs of the development may require, but in no event shall such a charge be greater than $100 per Lot, except by the approval and consent of two-thirds (2/3) of the members of the Association present and voting at any meeting for such purpose; such approval and consent by two-thirds of the members shall make any such additional assessment binding upon all Owners of the Lots in the same manner as Assessments described above.

6.5 Prior to the actual organization or incorporation of the Association, Developer shall have the right, at its option, to perform the duties and assume the obligations, levy and collect the Assessments and charges, and otherwise exercise the powers conferred by this instrument to the Association in the same way and in the same manner as though all such powers and duties were given in this instrument to Developer directly. The Association shall be incorporated and organized not later than when 12 Lots in the Plat have been sold by Developer to Owners.

ARTICLE VII

BUILDING CONTROL COMMITTEE

7.1 Creation. There is hereby created a Building Control Committee which shall have the following powers, controls and limitations over and upon each Lot in the Plat and of all of the Subdivision, or any part thereof, as follows:

7.1.1 The purposes of the Building Control Committee shall be to maintain harmonious structural design and quality of construction of all buildings of any kind to be erected in the Plat and all later additions thereto which may be made. The Building Control Committee shall consist of at least three Persons, all of which shall be initially appointed by the Developer and may or may not be members of the Association. The Committee may designate any one or more of its members to act on its behalf. The decision of the Building Control Committee shall be final as to the appropriateness of any residence or structure to be erected or constructed upon any property in the Plat or any later additions thereto. All decisions by the Building Control Committee shall require a two-thirds (2/3) vote for acceptance.

7.1.2 No building of any kind shall be erected, placed or altered upon any Lot until the construction plans of the structure and landscaping plans have been approved by the Building Control Committee. Such plans must show the floor plan of each building, the quality of construction, materials, outside colors to be used, location of such building with respect to Lot lines, finished grade elevations and landscaping plans, name and address of builder, and name and address of the Owner. Two sets of complete plans shall be submitted, one of which shall be retained on file with the Building Control Committee and the other of which shall be returned to the Owner showing the approval of the Building Control Committee and/or any required modifications thereof. The Building Control Committee shall respond within thirty (30) days of receipt of the Owner's submission, and if no response is received by the Owner within said 30 days, such plans shall be deemed approved. No such construction, alteration or erection of any such building shall be commenced nor completed without the approval of the Building Control Committee. No change of plans already approved by the Building Control Committee shall be permitted without the further approval of the Building Control Committee.

7.1.3 The Developer reserves the right to transfer the Building Control Committee duties, rights and functions to any other Person or organization. Such transfer shall be accomplished by an appropriate recorded written document in the Office of the Recorder of Whitley County, Indiana.

ARTICLE VIII

Restriction of Resale of Vacant Lots

Any Lot purchased but not built upon by the Purchaser may be resold. However, should the Purchaser choose not to build and choose to resell a vacant Lot, such Purchaser shall be required to relist the Lot with Developer or the Developer's assigned as agent for resale. Any resale of vacant Lots within this Subdivision shall be by the Developer or the Developer's assigned, one of the purposes of which requirement is to see that all new Purchasers who construct homes in Deer Chase shall be sufficiently and certainly informed of the covenants, dedications and restrictions which apply to this Subdivision.

ARTICLE IX

ADDITIONAL LAND

9.1 Conditions. Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this declaration, additional lands, provided only that:

9.1.1 any portion of such additional land from time to time added shall be contiguous to property subject to this declaration;

9.1.2 any portion(s) of such additional land shall be platted as residential Lots;

9.1.3 such plat(s) of additional land shall dedicate, or commit to dedicate, to the Association the Common Areas located therein;

9.1.4 the Owner(s) of the Lots therein shall be and become subject to this Declaration and shall have all of the privileges and obligations set forth in this Declaration, including membership in the Association and assessment by the Association for their prorata share of Association expenses.

9.2 Recording. The addition of land to the scheme of this Declaration shall be made and evidenced by filing in the Whitley County Recorder's office a supplementary declaration with respect to such additional lands. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or any Owner and/or mortgagee of Lots in the Subdivision.

ARTICLE X

SEVERABILITY

These restrictions are declared to be severable, and the invalidation of any one or any part of these provisions upon the judgment or order of any court shall not affect any part of these provisions

not so invalidated.

ARTICLE XI

PROCEDURE FOR AMENDMENT OF RESTRICTIONS

11.1 Duration. The provisions of this instrument shall remain in effect until the last day of the calendar year which is twenty-five years subsequent to the year which this instrument is recorded, but upon such date shall be extended without further action for continuous successive periods of ten calendar years each, unless that during the last year of the first twenty-five year term hereof, and during the last year of any successive ten year period, all Persons having an interest as an Owner of land within the Plat and all additions later made thereto, may terminate the provisions of this instrument, by an instrument amendatory hereto with approval of the Columbia City Planning Commission, which shall be effective if signed by the Owners of two-thirds (2/3) of the Lots situated within the Plat and all additions later made thereto; and with respect to any Lot in co-Ownership or multiple Ownership, such vote shall be jointly cast.

11.2 Amendment by Developer. Notwithstanding the foregoing, the Developer, within thirty-six (36) months from the date of recording hereof, may amend, alter or change any of the provisions of this declaration, provided such changes, alterations or amendments have the prior approval of the Columbia City Plan Commission, or any successor entity performing such functions.

11.3 Amendment by Owners. Notwithstanding 11.1 above, from and after thirty-six (36) months from the date of recording of this Declaration, this Declaration may be amended upon the execution and recording of an instrument executed by Owners holding not less than two-thirds (⅔) of the then voting membership in the Association, provided no amendment shall be effective without the prior consent of the Columbia City Plan Commission, or any successor entity performing such functions.

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LINDA J GLASSLEY 6P
WHITLEY COUNTY RECORDER
VALIDATION:
LJG Date 12/17/2001 Time 15:26:39
I 2001120559 Page 1 of 6

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND LIMITATIONS FOR DEER CHASE, PHASE I, SECTION 2

THIS DECLARATION made on the day hereinafter set forth by the undersigned as the owner in fee simple of Deer Chase, Phase I, Section 2, a subdivision in the City of Columbia City, Whitley County, Indiana, consisting of 7.495 acres, more or less (hereinafter referred to as "Declarant"), witnesseth that:

WHEREAS, Declarant, as developer, previously platted a subdivision known as Deer Chase, Phase I, Section 1; and

WHEREAS, Declarant, by this instrument and the accompanying plat, intends to subject the real estate comprising Deer Chase Subdivision, Phase I, Section 2, with the same covenants, restrictions and limitations as are imposed on Deer Chase, Phase I, Section 1; and

WHEREAS, because of the private lake located in Deer Chase, Phase I, Section 2, additional covenants and restrictions need imposed with respect to lots comprising and adjoining said private lake; and

NOW, THEREFORE, Declarant hereby declares that all of the lots numbered 41 through 54 inclusive and lots numbered 72 through 74 inclusive, of Deer Chase, Phase I, Section 2, an addition to the City of Columbia City, Whitley County, Indiana, shall be impressed with and shall be held, sold and conveyed subject to all of the covenants, restrictions and limitations in Document Number 99-10-552 in the office of the Recorder of Whitley County, Indiana, which covenants, restrictions and limitations are incorporated by reference as if fully set forth herein and shall be binding on all parties now having or hereafter acquiring any right, title or interest in the same, or any part thereof, their heirs, successors and assigns and shall inure to the benefit and be enforced by each owner thereof.

FURTHER, Lots numbered 43, 44, 45, 47 and 48, in the attached plat of Deer Chase, Phase I, Section 2, and any lots hereinafter platted by Declarant in any subsequent section(s) or phase(s) of Deer Chase Subdivision (hereinafter referred to as the "Lake Lots"), which Lake Lots adjoin or include real estate comprising the private lake (hereinafter referred to as the "Lake") identified and shown on the attached plat of Deer Chase, Phase I, Section 2, shall be held, sold and conveyed subject to the following covenants which shall run with the Lake Lots and be binding upon all parties now having or hereafter acquiring any right, title or interest in and to the Lake Lots.

1. Recreational Use of Lake. Owners of the Lake Lots, and not owners of other lots within Deer Chase Subdivision (now existing or hereafter platted), shall have the full, free, and uninterrupted right, to fish, boat, skate and swim in and on the Lake and to enjoy other recreational activities connected with the Lake and such rights to be exercised in common with other Lake Lot owners.

2. Mutual Easement. Each Lake Lot owner, with respect to that portion of said owner's lot which underlie the waters of the Lake, grant, in common to other Lake Lot owners, the use of such lands underlying the Lake for the recreational purposes set forth in Paragraph 1 above.

3. Access only from Owner's Lot. Lake Lot owners may access the Lake only from such Lake Lot owner's lands and may not access the Lake over and across the lands of any other Lake Lot owner.

4. Maintenance. Each Lake Lot owner shall be responsible for a prorata share of any expenses associated with preservation and maintenance of the Lake including, but not limited to, weed control, dam repair and maintenance, and outlet repair and maintenance, which prorata share shall be deemed one-thirteenth (1/13) of such expenses. If any assessments for such maintenance

expense is not paid within thirty (30) days after the same shall be due, the amount assessed shall bear interest at the rate of twelve percent (12%) per annum and shall be due and payable with attorney's fees and collection costs and without relief from valuation and appraisement laws and may be collected by the Deer Chase Property Owners Association for and on behalf of other owners of Lake Lots.

5. Restricted Use of Lake. The Lake shall be used by no one who is not an Lake Lot owner, lessee or occupant of a Lake Lot or a guest or member of the family of such Lake Lot owner, lessee, or occupant.

6. Motorized Water Craft Prohibited. No water craft propelled by an internal combustion or electrical inboard or outboard motor or engine is permitted to operate in or on the Lake.

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Protective Covenants, Restrictions and Limitations for Deer Chase, Phase I, Section 2 to be executed this 10th day of December, 2001.

DEER CHASE, LLC

by _____
Rex D. Schrader, Member

by _____
Eugene D. Klingaman, Member

by _____
Jerry K. Walker, Member

ACKNOWLEDGMENT

STATE OF INDIANA,
COUNTY OF WHITLEY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 10th day

of December, 2001, personally appeared Rex D. Schrader, Eugene D. Klingaman, and Jerry K. Walker, members of Deer Chase, LLC, each over the age of twenty-one (21) years, who acknowledged the due and voluntary execution of the foregoing Declaration of behalf of Deer Chase, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Diana K. Hall
(Diana K. Hall) Notary Public

My commission expires: 5/28/08

Resident of Whitley County

This instrument prepared by Timothy J. Bloom
Bloom Gates Sigler & Whiteleather, LLC, Columbia City, Indiana

ROSEMARY BROWN 4P
WHITLEY COUNTY RECORDER
VALIDATION: 15.00
REB Date 09/09/2003 Time 10:24:13
I 2003090299 Page 1 of 4

DECLARATION AMENDING CERTAIN PROTECTIVE COVENANTS, RESTRICTIONS AND LIMITATIONS FOR DEER CHASE, PHASE I

THIS DECLARATION, made on the day hereinafter set forth by the undersigned owners of more than two-thirds (2/3) of the members of the Deer Chase Property Owners Association and of lots in said Deer Chase, Phase I, pursuant to Section 11.3 of the Declaration of Protective Covenants, Restrictions and Limitations for Deer Chase, as set forth in Document #99-10-552 in the office of the Recorder of Whitley County, as supplemented by the Declaration of Protective Covenants, Restrictions and Limitations for Deer Chase, Phase I, Section 2, recorded as Document # 2001-12-0559, in the office of the Recorder of Whitley County, Indiana, by this document do amend Article III, Section 3.2, Dwelling Size, to read as follows:

3.2 Dwelling Size/Garages - All dwellings must have an attached garage with a minimum of 440 square feet of ground floor area upon the garage foundation. Any dwelling house placed or erected upon any Lot shall contain a living area (exclusive of porches, attached garages, basements, breeze ways, or entrances) of not less than the following:

(a) On Lots 33, 34, 35, 36, 37, 38, 42,43, 44,45,47, 48 and 49, living area in a single story dwelling shall not be less than one thousand eight hundred (1,800) square feet, a one and one-half (1½) story dwelling shall have a minimum living area of one thousand nine hundred fifty (1,950) square feet, and a two (2) story dwelling shall have a minimum living area of two thousand one hundred (2,100) square feet.

(b) On Lots 27, 28, 29, 30, 31, 32, 39, 40, 41 and 46, living area in a single story dwelling shall not be less than one thousand six hundred (1,600) square feet, a one and one-half (1½) story dwelling shall have a minimum living area of one thousand seven hundred fifty (1,750) square feet, and a two (2) story dwelling shall have a minimum living area of one thousand nine hundred (1,900) square feet.

(c) On Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, living area in a single story dwelling shall not be less than one thousand five hundred (1,500) square feet, a one and one-half (1½) story dwelling shall have a minimum living area of one thousand six hundred fifty (1,650) square feet and a two (2) story dwelling shall have a minimum area of one thousand eight hundred (1,800) square feet.

(1,800) square feet.

(d) For each living unit within a multi-family dwelling, on Lots 1, 2, and 3, living area in a single story dwelling shall not be less than one thousand one hundred (1,100) square feet, a one and one-half (1½) story dwelling shall have a minimum living area of one thousand two hundred fifty (1,250) square feet, and a two (2) story dwelling shall have a minimum living area of one thousand three hundred (1,300) square feet. Provided, however, any single family dwelling unit constructed on such Lot(s) shall comply with the size requirement of sub-section "e" below.

(e) On all other Lots not specified above, living area in a single story dwelling shall not be less than one thousand four hundred (1,400) square feet, a one and one-half (1½) story dwelling shall have a minimum living area of one thousand five hundred fifty (1,550) square feet, and a two (2) story dwelling shall have a minimum living area of one thousand seven hundred (1,700) square feet.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of this 22nd day of August, 2003.

OWNER	LOT(S)
Deer Chase LLC by Rex D Schr II, Mem Rex D. Schrader, II, Member	1, 3, 5, 6, 7, 10, 11, 12 thru 40 (inclusive), 41, 42, 44, 45, 46, 47, 48, 50 thru 63 (inclusive), 66, 72, 73, and 74 Deer Chase Subdivision

STATE OF INDIANA,
COUNTY OF WHITLEY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of August, 2003, personally appeared Rex D. Schrader, II, a member of Deer Chase LLC and acknowledged the due and voluntary execution of the foregoing declaration for and on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Nancy E Cochran
(Nancy E Cochran) Notary Public
Resident of Whitley County

My Commission Expires: 2-1-08

Steven G. Richcreek

Sharon K Richcreek
Sharon K. Richcreek

The south half (½) of Lot #2 in Deer Chase Subdivision

STATE OF INDIANA,
COUNTY OF WHITLEY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of August, 2003, personally appeared Steven G. Richcreek and Sharon K. Richcreek and acknowledged the due and voluntary execution of the foregoing declaration.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

( ) Notary Public

My Commission Expires: 7/22/07 Resident of Whitley County

Dennis L. White

Lot 43

Dennis L. White

Jeanne L. White

STATE OF INDIANA,
COUNTY OF WHITLEY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of August, 2003, personally appeared Dennis L. White and Jeanne L. White and acknowledged the due and voluntary execution of the foregoing declaration.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

( ) Notary Public

My Commission Expires: 7/22/07 Resident of Whitley County

Bilt-Rite Homes, Inc.,

Lot 49

By
Ross Alan Snyer, Vice President

STATE OF INDIANA,
COUNTY OF WHITLEY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of

August, 2003, personally appeared Ross Alan Snyder, Vice President of Bilt-Rite Homes, Inc., and acknowledged the due and voluntary execution of the foregoing declaration for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Ross D. Snyder II
Notary Public

My Commission Expires: 7/22/07 Resident of Whitley County

Approved:

Columbia City Area Plan Commission

By _____, President

Dated this 8th day of September, 2003.

This instrument prepared by Timothy J. Bloom
Bloom Gates Sigler & Whiteleather, LLP, Columbia City, Indiana

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND LIMITATIONS FOR DEER CHASE, PHASE I, SECTION 3

THIS DECLARATION, made on the day hereinafter set forth by the undersigned as the owner in fee simple of Deer Chase, Phase I, Section 3, a subdivision in the City of Columbia City, Whitley County, Indiana, consisting of 5.794 acres of land, more or less (hereinafter referred to as "Declarant"), witnesseth that:

WHEREAS, Declarant, as developer, previously platted a subdivisions known as Deer Chase, Phase I, Section 1, and Deer Chase, Phase I, Section 2; and

WHEREAS, Declarant, by this instrument and the accompanying plat, intends to subject the real estate comprising Deer Chase Subdivision, Phase I, Section 3, with the same covenants, restrictions and limitations as have heretofore been imposed on Deer Chase, Phase I.

NOW, THEREFORE, Declarant hereby declares that all of the lots numbered 30 through 40 inclusive and lots numbered 55 through 57 inclusive, of Deer Chase, Phase I, Section 3, an addition to the City of Columbia City, Whitley County, Indiana, shall be impressed with and shall be held, sold and conveyed subject to all of the covenants, restrictions and limitations heretofore recorded as being applicable to Deer Chase Subdivision, Phase I, including, but not limited to, the covenants, restrictions and limitations in Document Number 99-10-552, Instrument Number 2001-12-0559, and Instrument Number 2003-09-0299, in the office of the Recorder of Whitley County, Indiana, which covenants, restrictions and limitations are incorporated by reference as if fully set forth herein and shall be binding on all parties now having or hereafter acquiring any right, title or interest in the same, or any part thereof, their heirs, successors and assigns and shall inure to the benefit and be enforced by each owner thereof, including specifically the Dwelling Size/Garages as set forth in the Declaration Amending Certain Protective Covenants, Restrictions and Limitations for Deer Chase, Phase I, recorded September 9, 2003 as Instrument Number 2003090299.

ROSEMARY BROWN 3P
WHITLEY COUNTY RECORDER
VALIDATION: 22.00
REB Date 07/23/2004 Time 16:08:38
I 2004070506 Page 1 of 3

FURTHER, lots numbered 36 and 37, in the attached plat of Deer Chase, Phase I, Section 3, are deemed "Lake Lots" as set forth in the Declaration of Protective Covenants, Restrictions and Limitations for Deer Chase, Phase I, Section 2, recorded December 17, 2001, as Instrument Number 2001120559, in the office of the Recorder of Whitley County, Indiana, and said lots shall be held, sold, and conveyed together with the rights and subject to the covenants and restrictions in said Instrument Number 2001120559.

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Protective Covenants, Restrictions and Limitations for Deer Chase, Phase I, Section 3 to be executed this 13th day of July, 2004.

DEER CHASE, LLC

by Rex D Schrader
Rex D. Schrader, Member

by Eugene D Klingaman
Eugene D. Klingaman, Member

by J W Walker
Jerry K. Walker, Member

ACKNOWLEDGMENT

STATE OF INDIANA,
COUNTY OF WHITLEY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 13th day of July, 2004, personally appeared Rex D. Schrader, Eugene D. Klingaman, and Jerry K. Walker, members of Deer Chase, LLC, each over the age of twenty-one (21) years, who acknowledged the due and voluntary execution of the foregoing Declaration of behalf of Deer Chase, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Diana K. Hill
(Diana K. Hill) Notary Public

My commission expires: 5/28/08

Resident of Whitley County

This instrument prepared by Timothy J. Bloom
Bloom Gates Sigler & Whiteleather, LLC, Columbia City, Indiana

RUSSHART BRUNN 3P
WHITLEY COUNTY RECORDER 22.00
VALIDATION: REC Date 11/29/2004 Time 10:52:40
I 200411058 Page 1 of 12

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND LIMITATIONS FOR DEER CHASE, PHASE I, SECTION 4

THIS DECLARATION, made on the day hereinafter set forth by the undersigned as the owner in fee simple of Deer Chase, Phase I, Section 4, a subdivision in the City of Columbia City, Whitley County, Indiana, consisting of 10.734 acres of land, more or less (hereinafter referred to as "Declarant"), witnesseth that:

WHEREAS, Declarant, as developer, previously platted a subdivisions known as Deer Chase, Phase I, Section 1; Deer Chase, Phase I, Section 2; and Deer Chase, Phase I, Section 3; and

WHEREAS, Declarant, by this instrument and the accompanying plat, intends to subject the real estate comprising Deer Chase Subdivision, Phase I, Section 4, with the same covenants, restrictions and limitations as have heretofore been imposed on Deer Chase, Phase I.

NOW, THEREFORE, Declarant hereby declares that all of the lots numbered 12 through 29 inclusive and lots numbered 58 through 63 inclusive, of Deer Chase, Phase I, Section 4, an addition to the City of Columbia City, Whitley County, Indiana, shall be impressed with and shall be held, sold and conveyed subject to all of the covenants, restrictions and limitations heretofore recorded as being applicable to Deer Chase Subdivision, Phase I, including, but not limited to, the covenants, restrictions and limitations in Document Number 99-10-552, Instrument Number 2001-12-0559, Instrument Number 2003-09-0299, and Instrument Number 2004-07-0506, in the office of the Recorder of Whitley County, Indiana, which covenants, restrictions and limitations are incorporated by reference as if fully set forth herein and shall be binding on all parties now having or hereafter acquiring any right, title or interest in the same, or any part thereof, their heirs, successors and assigns and shall inure to the benefit and be enforced by each owner thereof, including specifically the Dwelling Size/Garages as set forth in the Declaration Amending Certain Protective Covenants, Restrictions and Limitations for Deer Chase, Phase I, recorded September 9, 2003 as Instrument

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Protective Covenants, Restrictions and Limitations for Deer Chase, Phase I, Section 4 to be executed this 19th day of November, 2004.

DEER CHASE, LLC

by _____
Rex D. Schrader, Member

by _____
Eugene D. Klingaman, Member

by _____
Jerry K. Walker, Member

ACKNOWLEDGMENT

STATE OF INDIANA,
COUNTY OF WHITLEY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 19th day of November, 2004, personally appeared Rex D. Schrader, Eugene D. Klingaman, and Jerry K. Walker, members of Deer Chase, LLC, each over the age of twenty-one (21) years, who acknowledged the due and voluntary execution of the foregoing Declaration of behalf of Deer Chase, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

_____
(Diana K. Hill) Notary Public

My commission expires 5/28/08

Resident of Whitley County

This instrument prepared by Timothy J. Bloom
Bloom Gates Sigler & Whiteleather, LLC, Columbia City, Indiana

ROSEMARY BROWN 4P
WHITLEY COUNTY RECORDER
VALIDATION: 26.00
REB Date 06/23/2006 Time 08:47:13
I 2006060510 Page 1 of 4

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND LIMITATIONS FOR DEER CHASE, PHASE II, SECTION 5

THIS DECLARATION, made on the day hereinafter set forth by the undersigned as the owner in fee simple of Deer Chase, Phase II, Section 5, a subdivision in the City of Columbia City, Whitley County, Indiana, consisting of 11.616 acres of land, more or less (hereinafter referred to as "Declarant"), witnesseth that:

WHEREAS, Declarant, as developer, previously platted a subdivision known as Deer Chase, Phase I, including Sections 1, 2, 3 and 4; and

WHEREAS, Declarant, by this instrument and the accompanying plat, intends to subject the real estate comprising Deer Chase Subdivision, Phase II, Section 5, with the same covenants, restrictions and limitations as have heretofore been imposed on Deer Chase, Phase I, except as specifically modified or changed herein.

NOW, THEREFORE, Declarant hereby declares that all of the lots numbered 75 through 82 inclusive, lots 104 through 115 inclusive, and lots 123 through 129 inclusive, of Deer Chase, Phase II, Section 5, an addition to the City of Columbia City, Whitley County, Indiana, shall be impressed with and shall be held, sold and conveyed subject to all of the covenants, restrictions and limitations heretofore recorded as being applicable to Deer Chase Subdivision, Phase I, including, but not limited to, the covenants, restrictions and limitations in Document Number 99-10-552, Instrument Number 2001-12-0559, Instrument Number 2003-09-0299, and Instrument Number 2004-07-0506, in the office of the Recorder of Whitley County, Indiana, which covenants, restrictions and limitations are incorporated by reference as if fully set forth herein. In addition, the following covenants and restrictions are deemed specifically applicable to Deer Chase, Phase II, Section 5, and shall be controlling over any conflicting covenants and restrictions incorporated by reference above:

Dwelling Size/Garages - All dwellings must have an attached garage with a minimum of 440 square

feet of ground floor area upon the garage foundation. Any dwelling house placed or erected upon any Lot shall contain a living area (exclusive of porches, attached garages, basements, breeze ways, or entrances) of not less than the following:

(a) On Lots 75 through 82 inclusive, and Lots 112 through 115 inclusive, and Lots 123 through 129 inclusive, of Deer Chase, Phase II, Section 5, living area in a single story dwelling shall not be less than one thousand six hundred (1,600) square feet, a one and one-half (1½) story dwelling shall have a minimum living area of one thousand seven hundred fifty (1,750) square feet and a two (2) story dwelling shall have a minimum area of one thousand nine hundred (1,900) square feet.

(b) On Lots 104 through 111 inclusive, of Deer Chase, Phase II, Section 5, living area in a single story dwelling shall not be less than one thousand eight hundred (1,800) square feet, a one and one-half (1½) story dwelling shall have a minimum living area of one thousand nine hundred fifty (1,950) square feet, and a two (2) story dwelling shall have a minimum living area of two thousand one hundred (2,100) square feet.

Lake Lots - Lots 104 through 109, inclusive, in the attached plat of Deer Chase, Phase II, Section 5, are deemed "Lake Lots" as set forth in the Declaration of Protective Covenants, Restrictions and Limitations for Deer Chase, Phase I, Section 2, recorded December 17, 2001, as Instrument Number 2001120559, in the Office of the Recorder of Whitley County, Indiana, and said Lots shall be held, sold and conveyed together with the rights and subject to the covenants and restrictions in said Instrument Number 2001120559.

The foregoing covenants and restrictions, whether specifically set forth or incorporated by reference, shall be binding on all parties now having or hereafter acquiring any right, title or interest in the same, or any part thereof, their heirs, successors and assigns and shall inure to the benefit and be enforced by each owner thereof.

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Protective Covenants, Restrictions and Limitations for Deer Chase, Phase II, Section 5, to be executed this 13th day of June, 2006.

DEER CHASE, LLC

by _____
Rex D. Schrader, Member

by Eugene D. Klingaman
Eugene D. Klingaman, Member

2

by _____
Jerry K. Walker, Member

by _____
Rex D. Schrader, II, Member

ACKNOWLEDGMENT

STATE OF INDIANA,
COUNTY OF WHITLEY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 13th day of June, 2006, personally appeared Rex D. Schrader, Eugene D. Klingaman, Jerry K. Walker, and Rex D. Schrader, II, members of Deer Chase, LLC, each over the age of twenty-one (21) years, who acknowledged the due and voluntary execution of the foregoing Declaration of behalf of Deer Chase, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

_____
Diana K. Hill) Notary Public

My commission expires 5/28/08 Resident of Whitley County

I 2006060510 Page 3 of 4

This instrument prepared by Timothy J. Bloom
Bloom Gates Sigler & Whiteleather, LLC, Columbia City, Indiana

SUPPLEMENTAL TERMS AND CONDITIONS FOR SINGLE FAMILY BUILDING LOTS IN DEER CHASE SUBDIVISION

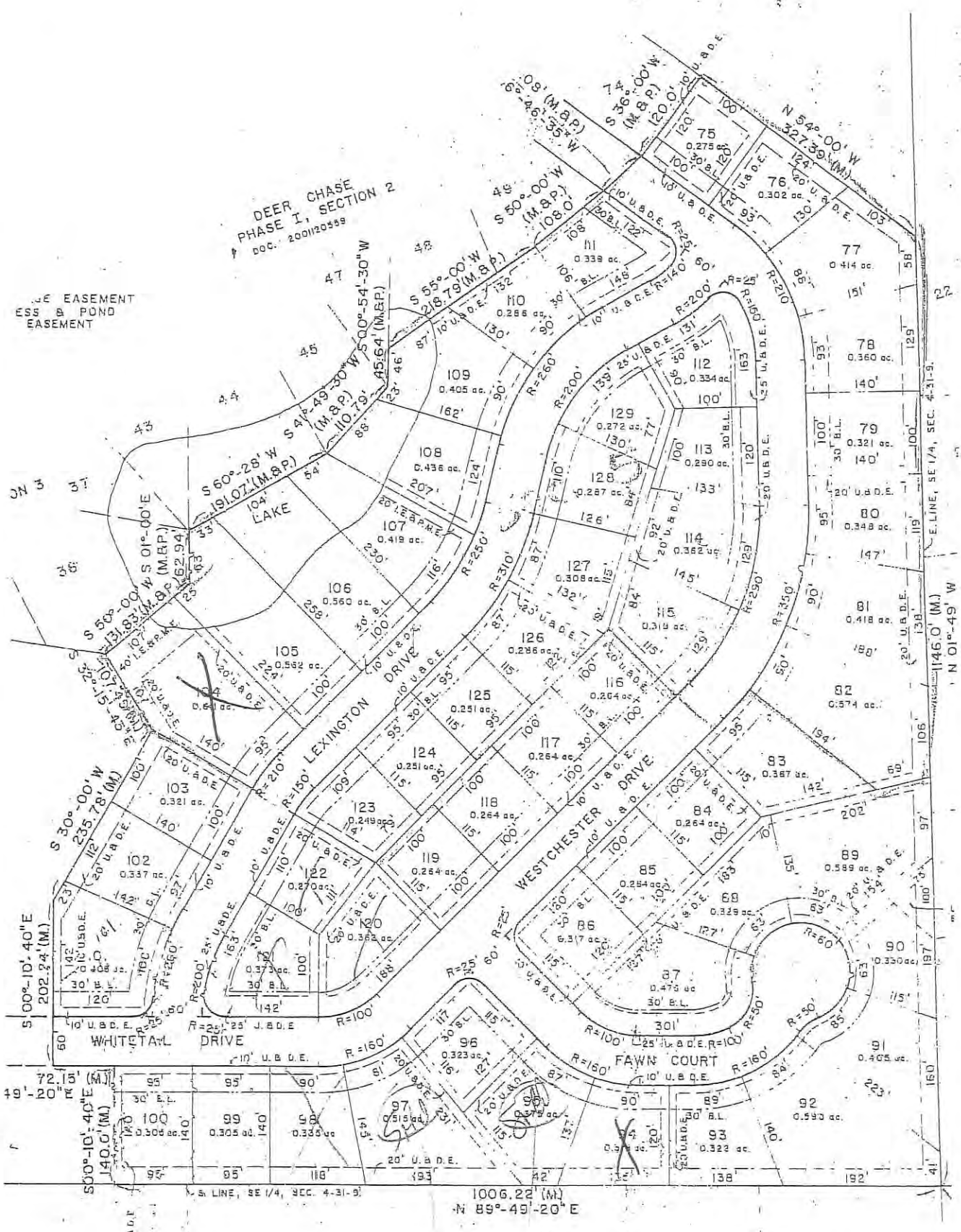
Buyer covenants and agrees to the following additional terms:

1. Mailboxes. Upon completion of any dwelling house, Buyer will install, at Buyer's expense, a Step2 Mailmaster Plus Mailbox, or equivalent, being an all-in-one mailbox, newspaper compartment and post constructed of polymer plastic. Product information for such mailboxes is available from Seller.

2. Accessory Buildings. All accessory buildings and/or structures, including, but not limited to, storage sheds and playhouses, shall be of an architectural style and color consistent with the dwelling unit located on the lot and such accessory buildings and structures shall be approved prior to construction by the building control committee of Deer Chase Subdivision, all in accordance with the covenants and restrictions of said subdivision.

3. Unobstructed Easements. No fences or landscaping shall be installed or maintained in any utility easement and any fencing is subject to the covenants and restrictions of Deer Chase Subdivision.

The above and foregoing covenants and agreements shall survive closing.


DEER CHASE
PHASE I, SECTION 2
DOC. 2001120559
LAKE
LEXINGTON DRIVE
WESTCHESTER DRIVE
WHITETAIL DRIVE
FAWN COURT
S 00°-54'-30" W 45.64' (M.&P.)
S 41°-49'-30" W 110.79' (M.&P.)
S 60°-28' W 191.07' (M.&P.)
S 01°-00' E 262.94'
S 50°-00' W 131.83' (M.&P.)
S 30°-00' W 235.78' (M)
S 00°-10'-40" E 202.24' (M.)
S 55°-00' W 218.79' (M.&P.)
S 50°-00' W 108.0'
S 36°-00' W 120.0'
S 46°-35' W
N 54°-00' W 327.39' (M.)
N 01°-49' W 146.0' (M.)
S 00°-10'-40" E 140.0' (M.)
72.15' (M.)
N 89°-49'-20" E
1006.22' (M.)
N 89°-49'-20" E
E. LINE, SE 1/4, SEC. 4-31-9
S. LINE, SE 1/4, SEC. 4-31-9
101 0.408 ac.
102 0.337 ac.
103 0.321 ac.
104 0.641 ac.
105 0.562 ac.
106 0.560 ac.
107 0.419 ac.
108 0.436 ac.
109 0.405 ac.
110 0.286 ac.
111 0.339 ac.
112 0.334 ac.
113 0.290 ac.
114 0.362 ac.
115 0.319 ac.
116 0.264 ac.
117 0.264 ac.
118 0.264 ac.
119 0.264 ac.
120 0.362 ac.
121 0.373 ac.
122 0.270 ac.
123 0.249 ac.
124 0.251 ac.
125 0.251 ac.
126 0.286 ac.
127 0.308 ac.
128 0.287 ac.
129 0.272 ac.
75 0.275 ac.
76 0.302 ac.
77 0.414 ac.
78 0.360 ac.
79 0.321 ac.
80 0.348 ac.
81 0.418 ac.
82 0.574 ac.
83 0.367 ac.
84 0.264 ac.
85 0.264 ac.
86 0.317 ac.
87 0.478 ac.
88 0.329 ac.
89 0.589 ac.
90 0.330 ac.
91 0.405 ac.
92 0.590 ac.
93 0.322 ac.
94 0.379 ac.
95 0.515 ac.
96 0.323 ac.
97 0.515 ac.
98 0.335 ac.
99 0.305 ac.
100 0.306 ac.
See Revised Plat