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KOSCIUSKO COUNTY INDIANA
LASHAWN BRUMFIELD
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RESTRICTION 53.00

EAGLE CREST SUBDIVISION DEDICATION AND PROTECTIVE RESTRICTIONS

The undersigned declare that they are the Owners of Eagle Crest Subdivision, being the plat recorded in the Office of the Recorder of Kosciusko County, Indiana, after being duly approved on November 29, 2005, in Plat Book 13, page 30. 200518070

The real estate is platted and subdivided in accordance with the information and disclosures shown on the Plat (hereinafter for simplicity referred to as the "Plat") with lot numbers from 1 through 17, inclusive, and all dimensions with respect to each of the lots are shown in feet and decimals thereof.

1. GENERAL PROVISIONS.

1.1. All of lots in the Subdivision, and all additions later made thereto, shall be subject to and are impressed with the agreements, restrictions, limitations and charges hereafter stated, all of which shall be considered a part of the conveyance of any part of said real estate and as running with the fee, without being specifically written in or referred to in any conveyance. Such matters are for the mutual benefit and protection of the owners, present or future, of any and all lots within the above-described Plat, and all additions later made thereto, and they shall run with the land and shall inure to the benefit of and be enforceable by the owner or owners of any land or lots included in said Plat, their legal representatives, heirs, successors, grantees and assigns. Any person so having an interest

shall be entitled to injunctive relief, mandatory or negative, against any violation, or attempted violation of the provisions hereafter stated, and damages for any injuries resulting from any violation thereof, inclusive of the right to recover costs and attorney fees, which damages, if recovered, as well as costs and attorney fees will constitute a lien upon the lands owned by any person against whom any such judgment may be rendered, which lien shall be senior in priority to any other lien other than the lien of real estate taxes and the purchase money security notwithstanding the dates upon which any such liens attach, but no right of reversion or forfeiture of title shall result from any such violation.

It is the intention of the undersigned that these Dedications and Protective Restrictions are made independently of the Subdivision plat process, and are not to be construed as "conditions, covenants, commitments" as described in I.C. 36-7-4-1014(b), and are not to be enforceable by any governmental authority, nor to be within the jurisdiction for enforcement of the Warsaw Advisory Plan Commission or Warsaw Board of Zoning Appeals.

1.2. All streets shown on the Plat shall be deemed to be owned in fee to the center of the road by the owners of each adjoining lot, to be determined by extending each lot line to the center of the street, but each such street is subject to an easement for and all such streets are hereby dedicated to the use of the public as a way of access burdened in the scope of its use only to the ordinary and necessary modes of transportation and styles of vehicles that are in common use from time to time for private transportation, plus such commercial vehicular use as may be ordinarily and reasonably necessary for the transport of material to and from residential areas for the type of construction contemplated within the Plat, and in moving of goods commonly used for residential and home maintenance purposes, and in the use by the owners or their assigns in the development of said Plat.

1.3. Utility easements are specifically shown, and the areas within such easements are owned in fee by the owners of the lots over which such easements extend, but are subject to an easement for, and dedicated to the use of, lot owners in the Plat, franchised utility companies, or any municipality which may at any time acquire jurisdiction over the area with

respect to the service of utilities, for the purpose of providing water, ste and sewage disposal, drainage facilities, and electrical or other forms of energy necessary to the maintenance of the dwelling in the community. The term "franchised utility companies" shall include but not be limited to Northern Indiana Public Service Company, Kosciusko County REMC, Sprint Telephone or other local telephone service providers, Media.com Cable, or similar entities. Any obstruction placed upon any such utility easement by a lot owner may be removed by any utility company, municipality or the owner of any lot in the Plat, without liability for damages to the owner of the obstruction, when reasonably necessary for the purpose of installation, repair, maintenance, or redesign of any utility service for which the easement is adapted or dedicated.

1.4. Any areas designated in the Plat, and all additions later made thereto, as common ground, access trail, park and other similar designations, are owned in fee and in common by the owners of each lot in the Plat, such ownership in common being regarded as ownership by a class, subject to open or close, and is subject to an easement for, and is hereby dedicated to, the ners of lots within the Plat, and owners of lots within other Plats within the real estate described in Exhibit A hereto in the event such owners are included as members in the Eagle Crest Property Owners Association created in Section 20 hereof, for open space, recreational and park purposes, and other similar designated purposes; such tracts are not dedicated to the general public, consisting of a class or persons larger than or other than the owners of lots within the Plat.

1.5. As used herein, the term "Plat Proprietor" shall refer to Superior Developing, LLC, or its successors or assigns.

2. WATER SUPPLY, SEWAGE DISPOSAL, LIGHTING AND OTHER UTILITIES.

2.1. No individual water supply system shall be permitted on any lot unless such system is located, designed, constructed and equipped in accordance with the requirements, standards and recommendations of the State Department of Public Health. Approval of such systems as installed shall be obtained from the State Department of Public Health, and approval shall also be obtained from such other authorities required by law.

2.2. Sewer connection shall be made to each residence in accordance with the rules and regulations of the State Department of Public Health and the City of Warsaw. In addition, the sewer system within the subdivision utilizes grinder pumps, and the following restrictions shall apply to the installation of sewers.

2.2.1. The lot owners shall be responsible for the installation and all expenses related to the installation of a lateral line. The lot owner shall be responsible to connect to the sanitary sewer main line and to make any repairs required by the connection operation, including but not limited to repair of streets, sidewalks, tree lawn or other facilities disturbed by the installation.

2.2.2. The pressure lateral line leading from the main sewer line to the grinder pump (if the grinder pump is installed outdoors) or leading into the house (if the grinder pump is installed inside) shall be constructed of materials and installed in a manner approved by the City of Warsaw Sanitation Department and, if applicable, by the Architectural Control Committee. The present standards for a pressure lateral, described above, include a pressure line with 1 1/4" Dr-11 HDPE with a minimum of four and one-half (4½) feet of cover; laterals under a driveway or parking area shall be installed with six (6) feet of cover and insulated as appropriate to the location.

In the event the grinder pump is installed outside of the residential structure, the line leading from the residence to the grinder pump shall be a 4-inch minimum in diameter and constructed with SDR 21 or, alternatively, Schedule 40 with solvent weld joints.

All lateral lines described in this section shall be pressure tested by the installing contractor.

2.2.3. Each lot owner shall install an appropriate grinder pump, again meeting the standards of the City of Warsaw Sanitation Department and Architectural Control Committee. Present standards are installation of an eone pump and controls (currently an E/One 2000 series pump, Model 250-1 simplex with alarm/disconnect panel including one 230-volt circuit breaker for pump power, one 115-volt circuit breaker for the alarm circuit, and an audible and visual alarm monitor). The sewage grinder

pump shall be started up and operation verified by a factory-trained service technical and/or other person approved by the City of Warsaw Sanitation Department and/or Architectural Control Committee.

2.2.4. Each lot owner is responsible for the installation, maintenance and replacement of a low-pressure sewage grinder pump in accordance with specifications. Superior Developing LLC, the Architectural Control Committee, and/or Larry R. Long & Associates, Inc., Engineering of Warsaw, Indiana, may specify engineering standards for such installations from time to time. Standards shall be available from the Architectural Control Committee and/or City of Warsaw Sanitation Department and each lot owner has an obligation to verify the current standards before attempting installation. Contractors installing sewer grinder pumps and related facilities are required to be pre-approved by the Architectural Control Committee and/or City of Warsaw Sanitation Department (if that Department has such standards for preapproval); installation is prohibited without such preapproval in order to preclude improper or inadequate installations.

2.2.5. Because the grinder pump, alarm/disconnect panel, circuit breakers, and alarm facilities are located upon each residential lot but are part of an integral sewer collection system, the City of Warsaw Sanitation Department and/or Architectural Control Committee shall have a limited license and right of access to deal with any and all emergency requirements of the sewer system, including a limited right-of-entry for that purpose, the need for which shall be determined at the sole discretion of the sanitation department and/or Architectural Control Committee.

2.3. In the event that underground utilities of any kind, public or private, (telephone, cable television or other utilities) are provided within the Subdivision, either in the streets or upon any lots or within any easements, then the owners of lots shall also install their utility connections in like fashion, underground. It is the intention of the Owners to install underground utilities if it is feasible from an engineering and economic standpoint, but Owners reserve the right to make engineering

adjustments because of water table or ground conditions where utility company dictates.

2.4. The owner of each lot shall erect and maintain an ornamental light. The light shall not be attached to any building; be placed between the front of the house and adjacent street; be placed no more than three feet from the front lot line; (which may be adjusted in the event of conflict with the location of a sidewalk by placement no more that 3 feet from the edge of the sidewalk) be placed no more than 15 feet from the center point of the front lot line; be a minimum of 10 feet in height; be operated by an electric eye or automatic sensing device, timer or other automatic control causing the light to operate continuously from sunset to sunrise of each day. The owner of a corner lot shall erect and maintain a light on each street. The ornamental light shall be electric. The style and brightness of the ornamental light shall be determined by the Architectural Control Committee. The Architectural Control Committee shall provide a set of specifications. The primary purpose of the ornamental lights is to provide general, background street lighting for the benefit of all occupants of the subdivision.

3. LAND USE AND BUILDING TYPE.

3.1. No lots shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or tract of real estate, other than one single family dwelling not to exceed two and one-half stories in height. No separate garages or outbuildings 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. Attached garages shall be constructed at a minimum size of a two-car garage (minimum of twenty two(22) feet x twenty three (23) feet exterior or equivalent in size).

3.2. Provided further that pool houses as accessory to swimming pools, constructed in generally the same style and material as the primary residence, not larger than one hundred fifty (150) square feet, will be permitted on approval of the Architectural Control Committee. Pool houses may be located only in the backyard. Any pool shall also have a six-foot

high, lockable safety fence of materials approved by the Architectural ontrol Committee.

3.3. All dwellings constructed within this Subdivision shall be constructed of traditional or standard construction materials, constructed upon the site. Pre-fabricated homes, constructed off premises and erected as pre-fabricated units, shall be prohibited. All construction shall be of standard carpentry materials. All exterior finish shall be of materials similar to that utilized in adjacent or nearby subdivisions, such as brick, stone, aluminum or vinyl siding, wood board siding, or similar equivalent material. The style and construction of all dwellings shall be subject to the approval of the Architectural Control Committee.

3.4. Each lot owner shall have the obligation to provide trees and landscaping as a part of the construction of a dwelling. This obligation shall include the duty to plant at least two (2) trees, each with a minimum of one and one-half (1½) inch diameter measured twelve (12) inches above grade. Plans for the planting of trees and landscaping shall be included as a part of the plan and timetable for general construction as required by the rchitectural Control Committee. Existing trees may be utilized to satisfy the requirement of this paragraph regarding the planting of four trees. Generally plans for landscaping should include six to ten decorative shrubs or bushes, to be located at the owner's discretion. The purpose of this section in not to grant the Architectural Control Committee the right to design landscaping for individual owners, but rather to verify the existence of the minimal landscaping provided for in this section.

3.5. There shall be no Subdivision or sale of any lot so as to create fractional ownership in lots except that more than one lot may be used for the erection of a dwelling structure, so long as the remainder of the lots so used are used for a yard, it being the intention of this Section that fractional lots may not be created such as to be utilized separately for residential purposes, but to permit fractional lots if they are permanently associated with one or more complete lots.

4. BUILDING LOCATION.

4.1. No building shall be erected or placed upon any lot located within ie Plat, or any additions thereto, nearer to the property line for said lot

or tract than the setback lines established on the Plat, if any, and in any ent no nearer than setbacks as permitted by the City of Warsaw Zoning Ordinance as presently constituted. In general the Ordinance permits minimum front yard of twenty-five (25) feet setback; minimum rear yard of twenty-five (25) feet; and side yard twenty percent (20%) of the lot width, but not less than five (5) feet on either side.

4.2. Any landscaping or plantings at the intersection of two streets within the Subdivision shall be planted and maintained in such fashion that there is no obstruction to a clear view for drivers at intersections. In particular there shall be no planting, other than sod, grass, flowers or plants not exceeding eighteen (18) inches in height, in a triangular area at each intersection defined by a line thirty-five (35) feet back from the corner intersection along the lot line on each side of the corner, with a connecting line forming a triangle to define such triangular area which shall remain so restricted as to planting or landscaping.

4.3. Lots 1, 16, and 17, inclusive, shall provide access by the interior street and are prohibited from installing a driveway cut providing ccess to County Road 200 South.

5. DWELLING SIZE.

5.1. Any dwelling house placed or erected upon any lot shall contain a living area (exclusive of porches, attached garages, basements, breezeways or entrances) of not less than fourteen hundred (1,400) square feet. All dwellings of more than one story shall have a minimum first floor area of no less than nine hundred (900) square feet, and total living area of not less than sixteen hundred (1,600) square feet.

6. NUISANCES.

6.1. 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 or owners of each lot shall keep the lot in a neat and orderly condition and free of tall grass, weeds or other unsightly growth.

6.2. 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 Plat Proprietor shall

have the right to mow such vacant lots owned by others, and charge to the ner thereof a reasonable fee for the expense of mowing. Prior to mowing, Plat Proprietor shall give five (5) days written notice to the owner of the lot by regular U.S. Mail, with date of deposit of the mail to determine the five days.

7. TEMPORARY STRUCTURES AND PROHIBITED STRUCTURES.

7.1. No structure of a temporary character and no mobile home, basement, garage or other outbuildings shall be used or permitted to stand upon any lot as a residence or otherwise, either temporarily or permanently; provided, however, a construction shed may be permitted to stand upon a lot during the time of actual construction of a house on such lot, or for one year, whichever is shorter. Any dwelling house located upon any lot shall be equipped with and supplied with suitable toilets and no outside toilets will be permitted at any time.

8. SIGNS.

8.1. 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 five square feet ach advertising the property for sale or rent; provided, however, that no illuminated signs of any kind shall be permitted; provided further, that this restriction shall not apply to the Plat Proprietor, or their assigns, who shall be permitted to maintain signs 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 Eagle Crest Property Owners Association, within common areas and easements within the Plat.

8.2. Either the Plat Proprietor or the Eagle Crest Property Owners Association shall be permitted to construct entrance signs for the Subdivision, denominating the entry roads and the existence of the Subdivision, in such style and construction as they may desire and subject to the approval of the Architectural Control Committee. Entry signs shall be constructed upon a portion of Lot 1 and/or portion of Lot 16 to be specifically designated on the Plat; day-to-day maintenance and mowing in the area designated per signs shall be the responsibility of the respective lot owner, but maintenance of the sign or other structure indicating the location f the Subdivision shall be by the Property Owners Association.

9. REFUSE AND GARBAGE DISPOSAL.

9.1. 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 except on the day of collection thereof by regular refuse pickup service. No dumping of rubbish, trash, garbage or other waste shall be allowed or permitted in any common areas of the Plat.

10. LIVESTOCK AND POULTRY.

10.1. 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 kept inside or in an enclosed area, and such household pets are not permitted to roam at large or become a nuisance to the owners of other property within the Plat.

10.2. Dogs are capable of proper training. Dogs repeatedly barking, in sufficiently audible volume as to be heard in or upon adjacent properties, all be prohibited and are declared to be a nuisance as defined in Paragraph 6.

11. DRIVEWAYS.

11.1. All private driveways shall be concrete or brick, and shall be kept in good order and repair. In constructing any private driveway across any drainage ditch the owner shall purchase and install therein a good and sufficient culvert pipe so as not to interfere with water drainage in the area. Each driveway shall be a minimum of fifteen (15) feet in width between the front lot line and the garage door; the purpose of this requirement is to provide primary parking on the driveway rather than in the street.

11.2. The area upon which vehicles are driven or parked upon the lot constitutes the driveway. The concrete or brick construction shall be installed completely from the street to the garage of any residence. All areas intended for parking use shall likewise be finished in one of those materials.

12. CONSTRUCTION TIME AND PROCEDURES.

12.1. 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 (1) year after commencement of construction.

12.2. No dwelling shall be occupied until the construction of such dwelling is completed.

12.3. The following provisions apply to initial construction or residences, or later additions or residential structures. Each owner of a lot is responsible for the performance of these restrictions and is urged to include these restrictions specifically in any contract with their builder or building contractor. The following conditions and restrictions shall apply to all lots:

12.3.1. Any damage to a street or curb caused by a builder or contractor or subcontractor for a lot owner shall be the responsibility of the lot owner. The cost of repair of such damage may be assessed or enforced against the owner of a lot in the same fashion as provided for enforcement in Section 1.1 of these Restrictions.

12.3.2. Installation of utilities crossing platted roadways or right-of-way within the Subdivision shall be by boring; all boring must be at least three (3) feet below the compacted underlayment of the street; any street which sags, sinks, or otherwise is damaged by inadequate depth of boring, or is pushed up by the boring machine and thereby damaged, shall be the responsibility of the lot owner for whom boring is being undertaken. The cost of repair shall be assessed against that lot owner and may be enforced in the same fashion as provided in Section 1.1 of these Restrictions

12.3.3. No person (builder, contractor, subcontractor, owner or other person) shall use any steel-tracked equipment upon a street or curb in the Subdivision. Any violation causing any harm to any street or curb, including cosmetic harm by scratches in the pavement or curb, may be repaired by the Plat Proprietor or Property Owners Association, including replacement of any curb or street damaged cosmetically, and

the cost of repair assessed against the lot owner. Enforcement shall be as provided in Section 1.1 of these Restrictions.

12.3.4. Owners undertaking construction are specifically reminded of the requirements of Section 21 of these Restrictions regarding erosion control, which is the responsibility of each lot owner.

13. COMMERCE OR TRADE.

13.1. 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. No home occupations shall be permitted to be conducted upon any lot.

14. COMMERCIAL VEHICLES AND PARKING.

14.1. No commercial vehicles, trucks, trailers, tractors, construction equipment, or other commercial machinery or recreational vehicles shall be placed or permitted to remain upon any lot or road, unless kept completely within the garage or 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 only for such period of time as is necessary to complete the construction, erection or maintenance in progress.

This section 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 of residents and used by residents for purposes of their employment, or for purposes of traveling to and from their place of employment.

14.2. Recreational vehicles, campers, boat trailers, school buses and similar such vehicles, unless kept completely within a garage, are prohibited, provided further that same may be temporarily parked for not more than seventy-two (72) hours upon the roads of the Subdivision. Such vehicles owned by a guest or non-resident visiting a resident within the Subdivision are permitted upon a temporary basis only, and shall be limited to not more than one (1) week per year, but shall not be placed on the street and must be placed or parked on a private drive or parking area.

14.3. Parking of any vehicle on a lot shall be confined to the driveway d parking area, appropriately paved pursuant to Section 11. No parking of any vehicle, of any kind or style, shall be allowed upon areas other than those paved and designed as driveway or parking connected with a driveway.

15. RESTRICTIONS OF FENCES, ANTENNAS AND OTHER CONSTRUCTION.

15.1. Swimming pools may be constructed upon any lot, except that no above ground swimming pools shall be permitted; provided, further, that any swimming pool must meet all side, front and rear set-back requirements.

15.2. Cable Television is available for this Subdivision. Therefore, no satellite dish, satellite antenna, television antenna, DSS antenna or facility, or other exterior antenna of any kind shall be permitted, unless screened from view of the neighbors and in a fashion approved Architectural Control Committee. DSS units of a discrete size may be installed on the rear wall of a residential structure, in a location approved by the Architectural Control Committee.

15.3. No above ground storage tank or facility shall be permitted to stand upon any lot; no underground fuel storage tank shall be permitted.

15.4. Firewood is permitted for fireplaces but shall not be stored in the front yard of any house. (Front yard shall be defined here and else where in these Restrictions, as that yard area between the front facade of any dwelling and the street.)

15.5. No fence of any kind shall be installed in a front or street yard, except decorative corner fencing if approved by the Architectural Control Committee. No wire or chain-link fence shall be installed anywhere within the Subdivision. Fences may be installed in a side or rear yards if approved by the Architectural Control Committee. Also, the Architectural Control Committee may, at its sole discretion, approve unusual recreational facilities such as but not limited to tennis courts, including appropriate backdrops or fencing, regardless of other prohibitions in these Restrictions.

15.6. No exterior clothesline or clothes-drying facility may be installed on any lot.

16. SIDEWALKS AND MAIL BOXES.

16.1. Each owner shall be required, as a part of their residential construction, to construct sidewalks. The owner shall have the obligation of installing a sidewalk with the following specifications:

a. Each sidewalk shall be five (5) feet in width.

b. The sidewalk shall begin at the front lot line and extend five feet toward the street, thereby occupying the first five (5) feet of right of way adjacent to the front lot line.

c. Corner lot owners shall extend each sidewalk to the street, including an appropriate installation of a curb cut with slope in conformity with the American with Disabilities Act, 42 USC §12131, et seq. Sidewalks shall also conform with any county, state or federal regulations governing sidewalks, even if such regulations contradict these restrictions.

16.2. The design for sidewalks shall be submitted to the Architectural Control Committee for approval prior to installation. The Architectural Control Committee may, if it chooses, limit the persons approved to install sidewalks within the subdivision, and may specify a list of approved contractors for sidewalk installation. If the Architectural Control Committee elects to restrict the number of contractors, it shall provide a minimum of three (3) different contractors, so that competitive bids will nevertheless prevail.

16.3. Any sidewalks installed in the Subdivision shall constitute an easement for the use of all residents of the Subdivision.

16.4. Damage done to sidewalks by lot owners, their contractors or their agents, upon their own lot, whether by negligence of otherwise, shall be promptly repaired or restored by the lot owner.

16.5. No sidewalks shall be constructed within this Subdivision except at the direction of the Architectural Control Committee and after engineering specifications are approved by the Architectural Control Committee. The Architectural Control Committee may, at its sole discretion, direct that the location of a sidewalk be altered from the Plat or from other standards in order to accommodate locations of underground utilities, and access to such utilities and/or to accommodate the expedient means of installation of

utilities and/or sidewalk. Relocation of a sidewalk may, to the extent reasonably needed, be within the platted lot lines, in which case the sidewalk, as located, shall constitute a limited public right of way for the normal uses of a sidewalk.

16.6. Nothing in this Section relating to sidewalks shall preclude property owners from including private walks on their property for the purpose of ingress and egress to their residence or access to portions of their grounds. This Section applies only to sidewalks of the type utilized by the neighborhood and public and which are normally associated with, and parallel to, streets in the Subdivision.

16.7. The Architectural Control Committees shall provide for reasonable regulation of mail boxes, in conjunction with regulations of the United States Postal Service. Such regulations may include the location, construction material and construction specification of mail boxes. The right shall include the right to utilize right of way of roads within the Subdivision for purposes of mail boxes, including the right to cluster mail boxes in central locations if deemed appropriate. The style and construction of all mail boxes shall be subject to the approval of the Architectural Control Committee. The Architectural Control Committee shall, within designation and regulation of the postal service, require that any and all mailboxes in the Subdivision be of quality materials consistent with the residences and ornamental lighting within the Subdivision. Generally speaking, this shall limit individual lot mailboxes to cast aluminum or brick or stone structures consistent with the architecture of the residence and shall preclude inexpensive plastic, stamped aluminum, or other temporary structures and mailboxes.

17. RESTRICTIONS RELATING TO COMMON AREAS.

17.1 The common areas within the Plat, including the designated wetland areas, drainage areas, drainage easements, and sidewalks, shall be within the jurisdiction and supervision of the Eagle Crest Property Owners Association.

17.2 The Property Owners Association shall have responsibility for maintenance, renovations, up keep and repair of any common area.

17.3 The Property Owners Association shall have the authority

to adopt and amend, from time to time, any regulations necessary to the administration of common areas.

18. EAGLE CREST PROPERTY OWNERS ASSOCIATION AND ASSESSMENTS.

18.1. There is now created The Eagle Crest Property Owners Association, which may be incorporated or unincorporated as its membership may determine. Each owner of a lot in the Plat of Eagle Crest and any later additions thereto shall be a member of the Eagle Crest Property Owners 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 or owners of each lot shall be considered as having one vote for each lot owned.

The purpose of the Eagle Crest Property Owners Association shall be to manage and support financially all common grounds, common areas, drainage facilities, street or area lighting(if any), and such other similar purposes as the membership may deem necessary from time to time. The Eagle Crest Property Owners Association shall adopt by-laws for its government and levy and collect dues. The Eagle Crest Property Owners Association shall have the further right and authority to impose and collect annual assessments for the maintenance, repair and electricity and other utilities used for the operation of the common grounds, and for the maintenance and improvement thereof, or such other common areas as may be acquired by the Association. Any such assessments shall be levied equally on each lot in the Plat, or any later additions thereto, as may be platted for residential use by the Plat Proprietor, their heirs, successors and assigns. Failure to pay said assessments or annual dues shall be a violation of these restrictions. Such assessments or dues shall be billed by Eagle Crest Property Owners Association to the owner of a lot during the month of March each year, and shall be due and payable within thirty (30) days, with attorney fees. No such assessment or annual dues shall be levied against any lot while the same remains in the ownership of the Plat Proprietor or their heirs. From and after the recording of these Restrictions the lots owned by persons other than the Plat Proprietor shall be subject to said annual dues and assessments and the same shall be a lien in favor of Eagle Crest Property Owners Association upon the lot against which it is charged, until paid; provided,

wever, that no lien shall accrue or be charged against any lot owned by the Plat Proprietor or their heirs. 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.

Until such time as the above-described Eagle Crest Property Owners Association has organized, established by-laws and commenced functioning as such Association, the annual maintenance fees described and specified herein shall be paid to the owner of said Plat, the same to be expended for the same purposes as provided in this Section. After the creation, formation and institution of the Eagle Crest Property Owners Association the Plat Proprietor shall retain the right to cast two votes for each lot owned by the Plat Proprietor

The Eagle Crest Property Owners Association may also enforce any other restriction contained herein and shall also have the right to acquire and own any lands for use by all of the lot owners or less than all of the lot owners in common. Any past due annual dues, assessments or other charges assessable reunder shall bear interest at the rate of 12% per annum commencing thirty (30) days after the same shall become due, and same shall be due with attorney fees and payable without relief from valuation and appraisement laws.

The Eagle Crest Property Owners Association shall also provide for the expense of maintenance and replacement of street and road signs in the Subdivision, to the extent that street and road signs in the Subdivision exceed City standards and are not maintained by the City of Warsaw Street Department. Any such street and road signs exceeding City standards shall be maintained at the standard installed by the Plat Proprietor at the outset of the Subdivision, and not reduced in quality or standards.

All lots within the Subdivision, other than those owned by the Plat Proprietor, or his heirs, whether or not the Eagle Crest Property Owners Association has established by-laws and commenced functions as such Association, shall be subject to an annual maintenance minimum charge at a rate of Seventy-five Dollars ($75.00) per lot per year, commencing January 1, 006, and such rate thereafter may be determined by the Eagle Crest Property

ners Association for the continuance of such funds, but said maintenance charge shall remain at a minimum of Seventy-five Dollars ($75.00) and may be increased by the Association as the needs of the development may require, but in no event shall such a charge be in excess of Three Hundred Dollars ($300.00) per lot, except by the approval and consent of fifty-one percent (51%) of the members of the Eagle Crest Property Owners 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 of the owners of the lots in the Subdivision in the same manner as assessments described above in this section, excepting those lots remaining in the ownership of the Plat Proprietor or his heirs.

19. ARCHITECTURAL CONTROL.

19.1. No building, structure or dwelling shall be erected, placed or altered upon any lot until the construction plans of the structure, and landscaping plans of landscaping, shall have been approved by the Architectural Control Committee. Such plans must show the floor plan of each ilding or structure, the materials and quality of construction, outside colors to be used, harmony of external design with existing structures (if any), location of such building with respect to lot lines, finished grade elevations, landscaping plans, the name and address of the builder or contractor, and the name and address of the architect. Two sets of complete drawings and prints shall be submitted, one of which shall be retained on file with the Architectural Control Committee and the other of which shall be returned to the lot owner showing the approval of the Architectural Control Committee, and or required modifications thereof. No such construction, alteration or erection of any building shall be completed without the approval of the Architecture Control Committee, nor shall any variance from the approved plans be permitted or permissible without the prior approval of the Architectural Control Committee.

19.2. The purpose of the Architectural Control Committee shall be to maintain harmonious design of all buildings, dwellings and facilities erected within the Plat and all later additions to the Plat. The Architectural nt_ol Committee shall consist of three (3) persons, all of whom shall be

appointed by the Plat Proprietor. The Plat Proprietor may replace any member of the Architectural Control Committee, at any time, at the sole discretion of the Plat Proprietor. The Committee may designate any one or more of its members to act on its behalf. The decisions of the Architectural Control Committee shall be final as to the appropriateness of any residence, structure, fence, pool, ornamental light, landscaping or other improvement delegated to the Architectural Control Committee by these Restrictions.

19.3. The Architectural Control Committee shall also perform such other duties as may be delegated to it by the Plat Proprietor, and which delegation is recorded of record.

19.4 The Plat Proprietor reserves the right, at its sole discretion, to transfer the duties, rights, obligations and functions of the Architectural Control Committee to the Eagle Crest Property Owners Association. Such transfers shall be accomplished only by an appropriate recording in the Office of the Recorder of Kosciusko County, Indiana.

19.5 The Plat Proprietor also reserves the right, at its sole discretion, to include a security deposit with any closing of sale of a lot in this subdivision. The security deposit will be held by the Plat Proprietor, in escrow, to assure the performance of obligations in the initial construction, including but not limited to the obligation of a lot owner to refrain from damaging streets, curbs and sidewalks during construction; install minimum landscaping; install a light; install appropriate driveway access; and/or install appropriate mail box facilities. The security deposit for performance of such obligations shall be returnable or applied to the performance of such obligations no later than two years from date of closing.

20. SEVERABILITY.

20.1. 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.

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21. EROSION CONTROL.

21.1. This Subdivision is within the jurisdiction of the State of Indiana, presently under what is known as Regulation Number 5, as well as other governmental jurisdictions relating to surface water run-off and erosion control during construction. The necessity to control surface water run-off and erosion applies both to the construction of the Subdivision and to individual construction on individual lots by owners. Each owner of a lot or lots in the Subdivision shall comply with all Federal, State and local regulations applicable to construction, residential construction or otherwise upon each lot, at the time construction is undertaken. Lot owners shall install silt controls along the curb and drains during any and all construction activities upon the lot.

22. SECURITY DEPOSIT.

22.1. Any lot in any section of Eagle Crest subdivision not yet sold or conveyed by the Owner may, at the discretion of Owner, be subject to a security deposit upon closing.

22.2. The Plat Proprietor also reserves the right, at its sole discretion, to include a security deposit with any closing of sale of a lot in this subdivision. The security deposit will be held by the Plat Proprietor, in escrow, to assure the performance of obligations in the initial construction, including but not limited to the obligation of a lot owner to refrain from damaging streets, curbs and sidewalks during construction; install minimum landscaping; install a light; install appropriate driveway access; and/or install appropriate mail box facilities. The security deposit for performance of such obligations shall be returnable or applied to the performance of such obligations no later than two years from date of closing.

23. PROCEDURE FOR AMENDMENT OF RESTRICTIONS.

23.1. The provisions of this instrument shall remain in effect until the last day of the calendar year which is twenty-five (25) 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, except that during the last year of the first

twenty-five (25) year term hereof, and during the last year of any successive ten (10) year period, all persons having an interest as an owner of land within the Plat and all additions later made thereto, may change the provisions of this instrument, in whole or in part, by an instrument amendatory hereto, which shall be effective if signed by the owners of two-thirds (2/3) of the lots situate 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.

EAGLE CREST SUBDIVISION

By: _____
Dale Custer

TATE OF INDIANA, KOSCIUSKO COUNTY, SS:

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 10 day of November, 2005, appeared Eagle Crest, by Dale Custer and who certified that he had full and complete authority to execute the foregoing on behalf of said Eagle Crest.

_____
Notary Public

My Commission Expires:
Kosciusko
County of Residance:
10-3-2008

Rebecca L Baker
Printed Name

This instrument prepared by Rockhill, Pinnick, LLP (Richard K. Helm), 105 East Main Street, Warsaw, Indiana, 46580.

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Kosciusko County Recorder IN
Recorded as Presented

FIRST ADDITION TO EAGLE CREST SUBDIVISION

DEDICATION AND PROTECTIVE RESTRICTIONS

The undersigned declare that they are the Owners of the First Addition to Eagle Crest Subdivision, being the plat recorded in the Office of the Recorder of Kosciusko County, Indiana, after being duly approved on August 14, 2006, in Plat Book 14, page 24.

The real estate is platted and subdivided in accordance with the information and disclosures shown on the Plat (hereinafter for simplicity referred to as the "Plat") with lot numbers from 18 through 79, inclusive, and all dimensions with respect to each of the lots are shown in feet and decimals thereof.

1. GENERAL PROVISIONS.

1.1. All of lots in the Subdivision, and all additions later made thereto, shall be subject to and are impressed with the agreements, restrictions, limitations and charges hereafter stated, all of which shall be considered a part of the conveyance of any part of said real estate and as running with the fee, without being specifically written in or referred to in any conveyance. Such matters are for the mutual benefit and protection of the owners, present or future, of any and all lots within the above-described Plat, and all additions later made thereto, and they shall run with the land and shall inure to the benefit of and be enforceable by the owner or owners of any land or lots included in said Plat, their legal representatives, heirs, successors, grantees and assigns. Any person so having an interest shall be entitled to injunctive relief, mandatory or negative, against any

violation, or attempted violation of the provisions hereafter stated, and damages for any injuries resulting from any violation thereof, inclusive of the right to recover costs and attorney fees, which damages, if recovered, as well as costs and attorney fees will constitute a lien upon the lands owned by any person against whom any such judgment may be rendered, which lien shall be senior in priority to any other lien other than the lien of real estate taxes and the purchase money security notwithstanding the dates upon which any such liens attach, but no right of reversion or forfeiture of title shall result from any such violation.

It is the intention of the undersigned that these Dedications and Protective Restrictions are made independently of the Subdivision plat process, and are not to be construed as "conditions, covenants, commitments" as described in I.C. 36-7-4-1014(b), and are not to be enforceable by any governmental authority, nor to be within the jurisdiction for enforcement of the Warsaw Advisory Plan Commission or Warsaw Board of Zoning Appeals.

1.2. All streets shown on the Plat shall be deemed to be owned in fee to the center of the road by the owners of each adjoining lot, to be determined by extending each lot line to the center of the street, but each such street is subject to an easement for and all such streets are hereby dedicated to the use of the public as a way of access burdened in the scope of its use only to the ordinary and necessary modes of transportation and styles of vehicles that are in common use from time to time for private transportation, plus such commercial vehicular use as may be ordinarily and reasonably necessary for the transport of material to and from residential areas for the type of construction contemplated within the Plat, and in moving of goods commonly used for residential and home maintenance purposes, and in the use by the owners or their assigns in the development of said Plat.

1.3. Utility easements are specifically shown, and the areas within such easements are owned in fee by the owners of the lots over which such easements extend, but are subject to an easement for, and dedicated to the use of, lot owners in the Plat, franchised utility companies, or any municipality which may at any time acquire jurisdiction over the area with

respect to the service of utilities, for the purpose of providing water, waste and sewage disposal, drainage facilities, and electrical or other forms of energy necessary to the maintenance of the dwelling in the community. The term "franchised utility companies" shall include but not be limited to Northern Indiana Public Service Company, Kosciusko County REMC, Sprint Telephone or other local telephone service providers, Media.com Cable, or similar entities. Any obstruction placed upon any such utility easement by a lot owner may be removed by any utility company, municipality or the owner of any lot in the Plat, without liability for damages to the owner of the obstruction, when reasonably necessary for the purpose of installation, repair, maintenance, or redesign of any utility service for which the easement is adapted or dedicated.

1.4. Any areas designated in the Plat, and all additions later made thereto, as common ground, access trail, park and other similar designations, are owned in fee and in common by the owners of each lot in the Plat, such ownership in common being regarded as ownership by a class, subject to open or close, and is subject to an easement for, and is hereby dedicated to, the owners of lots within the Plat, and owners of lots within the prior Plat of Eagle Crest Subdivision, Plat book 13, page 30.

Specifically included in this subsection are areas designated as Outlot A and Outlot B. Outlot A is an area reserved for drainage and containing protected wetlands, which shall not be disturbed by any owner within the subdivision. Outlot B is an area reserved for drainage for the benefit of the subdivision, and which is utilized in conjunction with an existing and recorded easement leading from Outlot B to an additional, off-premises, detention basin. That grant of easement, for reference, is recorded as Document No. 200600012805.

1.5. As used herein, the term "Plat Proprietor" shall refer to Superior Developing, LLC, or its successors or assigns.

1.6. The Plat Proprietor contemplates that any event such as a "Parade of Homes" or similar undertaking may be permitted by the Plat Proprietor. In the event of such an event, the owners of lots within the subdivision shall

be obliged to abide by any applicable rules of the event sponsor, as to signs, temporary access, and similar temporary modifications required to conduct such an event. In addition, during such an event, any lot owner conducting private construction upon their respective lot shall require their private builder or contractor to remove any identifying signs or indications of advertising, and to cooperate with the rules of the event sponsor.

1.7. The Plat Proprietor reserves the right to make provision for sign easements located at the appropriate, street-side corners of Lots 51 and 52, for the purpose of construction and maintenance of subdivision entry signs. If such easements are provided and subdivision location signs constructed, the Property Owners Association shall be charged with the care and maintenance of such easements and signs.

1.8. These protective restrictions are related to, and wherever possible shall be construed in conjunction with and conformity or consistency with prior restrictions recorded for Eagle Crest Subdivision as Document No. 200500018071 on November 29, 2005.

1.9. The Plat Proprietor reserves the right to utilize any residential structure owned by the Plat Proprietor as a sales office and/or demonstration or model unit, so long as the Plat Proprietor owns one or more lots in the subdivision, or any additions thereto.

2. WATER SUPPLY, SEWAGE DISPOSAL, LIGHTING AND OTHER UTILITIES.

2.1. No individual water supply system shall be permitted on any lot unless such system is located, designed, constructed and equipped in accordance with the requirements, standards and recommendations of the State Department of Public Health. Approval of such systems as installed shall be obtained from the State Department of Public Health, and approval shall also be obtained from such other authorities required by law.

2.2. Sewer connection shall be made to each residence in accordance with the rules and regulations of the State Department of Public Health and the City of Warsaw. In addition, the sewer system within the subdivision utilizes grinder pumps, and the following restrictions shall apply to the installation of sewers.

2.2.1. The lot owners shall be responsible for the installation and all expenses related to the installation of a lateral line. The lot owner shall be responsible to connect to the sanitary sewer main line and to make any repairs required by the connection operation, including but not limited to repair of streets, sidewalks, tree lawn or other facilities disturbed by the installation.

2.2.2. The pressure lateral line leading from the main sewer line to the grinder pump (if the grinder pump is installed outdoors) or leading into the house (if the grinder pump is installed inside) shall be constructed of materials and installed in a manner approved by the City of Warsaw Sanitation Department and, if applicable, by the Architectural Control Committee. The present standards for a pressure lateral, described above, include a pressure line with 1 1/4" Dr-11 HDPE.

In the event the grinder pump is installed outside of the residential structure, the line leading from the residence to the grinder pump shall be a 4-inch minimum in diameter and constructed with SDR 21 or, alternatively, Schedule 40 with solvent weld joints.

All lateral lines described in this section shall be pressure tested by the installing contractor.

2.2.3. Each lot owner shall install an appropriate grinder pump, meeting the standards of the City of Warsaw Sanitation Department and Architectural Control Committee. The sewage grinder pump shall be installed, started up and operation verified by a factory-trained service technical and/or other person approved by the City of Warsaw Sanitation Department and/or Architectural Control Committee.

2.2.4. Each lot owner is responsible for the installation, maintenance and replacement of a low-pressure sewage grinder pump in accordance with specifications. Superior Developing LLC, the Architectural Control Committee, and/or Larry R. Long & Associates, Inc., Engineering of Warsaw, Indiana, may specify engineering standards for such installations from time to time. Standards shall be available

from the Architectural Control Committee and/or City of Warsaw Sanitation Department and each lot owner has an obligation to verify the current standards before attempting installation. Contractors installing sewer grinder pumps and related facilities are required to be pre-approved by the Architectural Control Committee and/or City of Warsaw Sanitation Department (if that Department has such standards for preapproval); installation is prohibited without such preapproval in order to preclude improper or inadequate installations.

2.2.5. Because the grinder pump, alarm/disconnect panel, circuit breakers, and alarm facilities are located upon each residential lot but are part of an integral sewer collection system, the City of Warsaw Sanitation Department and/or Architectural Control Committee shall have a limited license and right of access to deal with any and all emergency requirements of the sewer system, including a limited right-of-entry for that purpose, the need for which shall be determined at the sole discretion of the sanitation department and/or Architectural Control Committee.

2.3. In the event that underground utilities of any kind, public or private, (telephone, cable television or other utilities) are provided within the Subdivision, either in the streets or upon any lots or within any easements, then the owners of lots shall also install their utility connections in like fashion, underground. It is the intention of the Owners to install underground utilities if it is feasible from an engineering and economic standpoint, but Owners reserve the right to make engineering adjustments because of water table or ground conditions where utility company dictates.

2.4. The owner of each lot shall erect and maintain an ornamental light. The light shall not be attached to any building; be placed between the front of the house and adjacent street; be placed no more than three feet from the front lot line;(which may be adjusted in the event of conflict with the location of a sidewalk by placement no more that 3 feet from the edge of the sidewalk) be placed no more than 15 feet from the center point of the front

lot line; be a minimum of 10 feet in height; be operated by an electric eye or automatic sensing device, timer or other automatic control causing the light to operate continuously from sunset to sunrise of each day. The owner of a corner lot shall erect and maintain a light on each street. The ornamental light shall be electric. The style and brightness of the ornamental light shall be determined by the Architectural Control Committee. The Architectural Control Committee shall provide a set of specifications. The primary purpose of the ornamental lights is to provide general, background street lighting for the benefit of all occupants of the subdivision.

3. LAND USE AND BUILDING TYPE.

3.1. No lots shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or tract of real estate, other than one single family dwelling not to exceed two and one-half stories in height. No separate garages or outbuildings 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. Attached garages shall be constructed at a minimum size of a two-car garage (minimum of twenty (20) feet x thirty (30) feet exterior or equivalent in size).

3.2. Provided further that pool houses as accessory to swimming pools, constructed in generally the same style and material as the primary residence, not larger than one hundred fifty (150) square feet, will be permitted on approval of the Architectural Control Committee. Pool houses may be located only in the backyard. Any pool shall also have a six-foot high, lockable safety fence of materials approved by the Architectural Control Committee.

3.3. All dwellings constructed within this Subdivision shall be constructed of traditional or standard construction materials, constructed upon the site. Pre-fabricated homes, constructed off premises and erected as pre-fabricated units, shall be prohibited. All construction shall be of standard carpentry materials. All exterior finish shall be of materials similar to that utilized in adjacent or nearby subdivisions, such as brick,

stone, aluminum or vinyl siding, wood board siding, or similar equivalent material. The style and construction of all dwellings shall be subject to the approval of the Architectural Control Committee.

3.4. Each lot owner shall have the obligation to provide trees and landscaping as a part of the construction of a dwelling. This obligation shall include the duty to plant at least two (2) trees, each with a minimum of one and one-half (1½) inch diameter measured twelve (12) inches above grade. Plans for the planting of trees and landscaping shall be included as a part of the plan and timetable for general construction as required by the Architectural Control Committee. Existing trees may be utilized to satisfy the requirement of this paragraph regarding the planting of two trees. Generally plans for landscaping should include six to ten decorative shrubs or bushes, to be located at the owner's discretion. The purpose of this section in not to grant the Architectural Control Committee the right to design landscaping for individual owners, but rather to verify the existence of the minimal landscaping provided for in this section.

3.5. There shall be no Subdivision or sale of any lot so as to create fractional ownership in lots except that more than one lot may be used for the erection of a dwelling structure, so long as the remainder of the lots so used are used for a yard, it being the intention of this Section that fractional lots may not be created such as to be utilized separately for residential purposes, but to permit fractional lots if they are permanently associated with one or more complete lots.

4. BUILDING LOCATION.

4.1. No building shall be erected or placed upon any lot located within the Plat, or any additions thereto, nearer to the property line for said lot or tract than the setback lines established on the Plat, if any, and in any event no nearer than setbacks as permitted by the City of Warsaw Zoning Ordinance as presently constituted. In general the Ordinance permits minimum front yard of twenty-five (25) feet setback; minimum rear yard of twenty-five (25) feet; and side yard twenty percent (20%) of the lot width, but not less than five (5) feet on either side.

4.2. Any landscaping or plantings at the intersection of two streets within the Subdivision shall be planted and maintained in such fashion that there is no obstruction to a clear view for drivers at intersections. In particular there shall be no planting, other than sod, grass, flowers or plants not exceeding eighteen (18) inches in height, in a triangular area at each intersection defined by a line thirty-five (35) feet back from the corner intersection along the lot line on each side of the corner, with a connecting line forming a triangle to define such triangular area which shall remain so restricted as to planting or landscaping.

5. DWELLING SIZE.

5.1. Any dwelling house placed or erected upon any lot shall contain a living area (exclusive of porches, attached garages, basements, breezeways or entrances) of not less than fourteen hundred (1,400) square feet. All dwellings of more than one story shall have a minimum first floor area of no less than nine hundred (900) square feet, and total living area of not less than sixteen hundred (1,600) square feet.

6. NUISANCES.

6.1. 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 or owners of each lot shall keep the lot in a neat and orderly condition and free of tall grass, weeds or other unsightly growth.

6.2. 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 Plat Proprietor 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, Plat Proprietor shall give five (5) days written notice to the owner of the lot by regular U.S. Mail, with date of deposit of the mail to determine the five days.

7. TEMPORARY STRUCTURES AND PROHIBITED STRUCTURES.

7.1. No structure of a temporary character and no mobile home, basement, garage or other outbuildings shall be used or permitted to stand upon any lot

as a residence or otherwise, either temporarily or permanently; provided, however, a construction shed may be permitted to stand upon a lot during the time of actual construction of a house on such lot, or for one year, whichever is shorter. Any dwelling house located upon any lot shall be equipped with and supplied with suitable toilets and no outside toilets will be permitted at any time.

8. SIGNS.

8.1. 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 five square feet each advertising the property for sale or rent:

a. Provided, however, that no illuminated signs of any kind shall be permitted;

b. Provided, however, that this restriction shall not apply to the Plat Proprietor, or their assigns, who shall be permitted to maintain signs on any lot advertising the same for sale and be permitted to erect signs indicating the location of the Subdivision;

c. Provided, however, that signs may be permitted as approved by the Eagle Crest Property Owners Association, within common areas and easements within the Plat;

d. Provided, further, however, that Realtor's signs shall not be displayed upon common areas or the entry easements within the plat, and shall be displayed only upon the lot or immediately adjacent road right-of-way to the lot being advertised for sale or rent.

8.2. Either the Plat Proprietor or the Eagle Crest Property Owners Association shall be permitted to construct entrance signs for the Subdivision, denominating the entry roads and the existence of the Subdivision, in such style and construction as they may desire and subject to the approval of the Architectural Control Committee. Entry signs shall be constructed upon a portion of Lot 1 and/or portion of Lot 16 to be specifically designated on the Plat; day-to-day maintenance and mowing in the area designated per signs shall be the responsibility of the respective lot

owner, but maintenance of the sign or other structure indicating the location of the Subdivision shall be by the Property Owners Association.

9. REFUSE AND GARBAGE DISPOSAL.

9.1. 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 except on the day of collection thereof by regular refuse pickup service. No dumping of rubbish, trash, garbage or other waste shall be allowed or permitted in any common areas of the Plat.

10. LIVESTOCK AND POULTRY.

10.1. 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 kept inside or in an enclosed area, and such household pets are not permitted to roam at large or become a nuisance to the owners of other property within the Plat.

10.2. Dogs are capable of proper training. Dogs repeatedly barking, in sufficiently audible volume as to be heard in or upon adjacent properties, shall be prohibited and are declared to be a nuisance as defined in Paragraph 6.

11. DRIVEWAYS.

11.1. All private driveways shall be concrete or brick, and shall be kept in good order and repair. In constructing any private driveway across any drainage ditch the owner shall purchase and install therein a good and sufficient culvert pipe so as not to interfere with water drainage in the area. Each driveway shall be a minimum of fifteen (15) feet in width between the front lot line and the garage door; the purpose of this requirement is to provide primary parking on the driveway rather than in the street.

11.2. The area upon which vehicles are driven or parked upon the lot constitutes the driveway. The concrete or brick construction shall be installed completely from the street to the garage of any residence. All

areas intended for parking use shall likewise be finished in one of those materials.

12. CONSTRUCTION TIME AND PROCEDURES.

12.1. 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 (1) year after commencement of construction.

12.2. No dwelling shall be occupied until the construction of such dwelling is completed.

12.3. The following provisions apply to initial construction or residences, or later additions or residential structures. Each owner of a lot is responsible for the performance of these restrictions and is urged to include these restrictions specifically in any contract with their builder or building contractor. The following conditions and restrictions shall apply to all lots:

12.3.1. Any damage to a street or curb caused by a builder or contractor or subcontractor for a lot owner shall be the responsibility of the lot owner. The cost of repair of such damage may be assessed or enforced against the owner of a lot in the same fashion as provided for enforcement in Section 1.1 of these Restrictions.

12.3.2. Installation of utilities crossing platted roadways or right-of-way within the Subdivision shall be by boring; all boring must be at least three (3) feet below the compacted underlayment of the street; any street which sags, sinks, or otherwise is damaged by inadequate depth of boring, or is pushed up by the boring machine and thereby damaged, shall be the responsibility of the lot owner for whom boring is being undertaken. The cost of repair shall be assessed against that lot owner and may be enforced in the same fashion as provided in Section 1.1 of these Restrictions.

12.3.3. No person (builder, contractor, subcontractor, owner or other person) shall use any steel-tracked equipment upon a street or curb in the Subdivision. Any violation causing any harm to any street or curb, including cosmetic harm by scratches in the pavement or curb,

may be repaired by the Plat Proprietor or Property Owners Association, including replacement of any curb or street damaged cosmetically, and the cost of repair assessed against the lot owner. Enforcement shall be as provided in Section 1.1 of these Restrictions.

12.3.4. Owners undertaking construction are specifically reminded of the requirements of Section 21 of these Restrictions regarding erosion control, which is the responsibility of each lot owner.

12.4 Each owner of a lot is responsible for requiring the builder or contractor to provide separate, private sanitation facilities for use by the contractor and others during construction. Such facilities shall be in the nature of an appropriate number of portable temporary restroom facilities (commonly referred to as a "port-a-potty") at the project site and limited to use of that construction location only.

13. COMMERCE OR TRADE.

13.1. 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. No home occupations shall be permitted to be conducted upon any lot.

14. COMMERCIAL VEHICLES AND PARKING.

14.1. No commercial vehicles, trucks, trailers, tractors, construction equipment, or other commercial machinery or recreational vehicles shall be placed or permitted to remain upon any lot or road, unless kept completely within the garage or 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 only for such period of time as is necessary to complete the construction, erection or maintenance in progress.

This section 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 of residents and used by residents for

purposes of their employment, or for purposes of traveling to and from their place of employment.

14.2. Recreational vehicles, campers, boat trailers, school buses and similar such vehicles, unless kept completely within a garage, are prohibited, provided further that same may be temporarily parked for not more than seventy-two (72) hours upon the roads of the Subdivision. Such vehicles owned by a guest or non-resident visiting a resident within the Subdivision are permitted upon a temporary basis only, and shall be limited to not more than one (1) week per year, but shall not be placed on the street and must be placed or parked on a private drive or parking area.

14.3. Parking of any vehicle on a lot shall be confined to the driveway and parking area, appropriately paved pursuant to Section 11. No parking of any vehicle, of any kind or style, shall be allowed upon areas other than those paved and designed as driveway or parking connected with a driveway.

15. RESTRICTIONS OF FENCES, ANTENNAS AND OTHER CONSTRUCTION.

15.1. Swimming pools may be constructed upon any lot, except that no above ground swimming pools shall be permitted; provided, further, that any swimming pool must meet all side, front and rear set-back requirements.

15.2. Cable Television is available for this Subdivision. Therefore, no satellite dish, satellite antenna, television antenna, DSS antenna or facility, or other exterior antenna of any kind shall be permitted, unless screened from view of the neighbors and in a fashion approved Architectural Control Committee. DSS units of a discrete size may be installed on the rear wall of a residential structure, in a location approved by the Architectural Control Committee.

15.3. No above ground storage tank or facility shall be permitted to stand upon any lot; no underground fuel storage tank shall be permitted.

15.4. Firewood is permitted for fireplaces but shall not be stored in the front yard of any house. (Front yard shall be defined here and else where in these Restrictions, as that yard area between the front facade of any dwelling and the street.)

15.5. No fence of any kind shall be installed in a front or street yard, except decorative corner fencing if approved by the Architectural Control Committee. No wire or chain-link fence shall be installed anywhere within the Subdivision. Fences may be installed in a side or rear yards if approved by the Architectural Control Committee. Also, the Architectural Control Committee may, at its sole discretion, approve unusual recreational facilities such as but not limited to tennis courts, including appropriate backdrops or fencing, regardless of other prohibitions in these Restrictions.

15.6. No exterior clothesline or clothes-drying facility may be installed on any lot.

16. SIDEWALKS AND MAIL BOXES.

16.1. Each owner shall be required, as a part of their residential construction, to construct sidewalks. The owner shall have the obligation of installing a sidewalk with the following specifications:

a. Each sidewalk shall be five (5) feet in width.

b. The sidewalk shall begin at the front lot line and extend five feet toward the street, thereby occupying the first five (5) feet of right of way adjacent to the front lot line.

c. Corner lot owners shall extend each sidewalk to the street, including an appropriate installation of a curb cut with slope in conformity with the American with Disabilities Act, 42 USC §12131, et seq. Sidewalks shall also conform with any county, state or federal regulations governing sidewalks, even if such regulations contradict these restrictions.

16.2. The design for sidewalks shall be submitted to the Architectural Control Committee for approval prior to installation. The Architectural Control Committee may, if it chooses, limit the persons approved to install sidewalks within the subdivision, and may specify a list of approved contractors for sidewalk installation. If the Architectural Control Committee elects to restrict the number of contractors, it shall provide a minimum of three (3) different contractors, so that competitive bids will nevertheless prevail.

16.3. Any sidewalks installed in the Subdivision shall constitute an easement for the use of all residents of the Subdivision.

16.4. Damage done to sidewalks by lot owners, their contractors or their agents, upon their own lot, whether by negligence of otherwise, shall be promptly repaired or restored by the lot owner.

16.5. No sidewalks shall be constructed within this Subdivision except at the direction of the Architectural Control Committee and after engineering specifications are approved by the Architectural Control Committee. The Architectural Control Committee may, at its sole discretion, direct that the location of a sidewalk be altered from the Plat or from other standards in order to accommodate locations of underground utilities, and access to such utilities and/or to accommodate the expedient means of installation of utilities and/or sidewalk. Relocation of a sidewalk may, to the extent reasonably needed, be within the platted lot lines, in which case the sidewalk, as located, shall constitute a limited public right of way for the normal uses of a sidewalk.

16.6. Nothing in this Section relating to sidewalks shall preclude property owners from including private walks on their property for the purpose of ingress and egress to their residence or access to portions of their grounds. This Section applies only to sidewalks of the type utilized by the neighborhood and public and which are normally associated with, and parallel to, streets in the Subdivision.

16.7. The Architectural Control Committees shall provide for reasonable regulation of mail boxes, in conjunction with regulations of the United States Postal Service. Such regulations may include the location, construction material and construction specification of mail boxes. The right shall include the right to utilize right of way of roads within the Subdivision for purposes of mail boxes, including the right to cluster mail boxes in central locations if deemed appropriate. The style and construction of all mail boxes shall be subject to the approval of the Architectural Control Committee. The Architectural Control Committee shall, within designation and regulation of the postal service, require that any and all mailboxes in the Subdivision be of quality materials consistent with the

residences and ornamental lighting within the Subdivision. Generally speaking, this shall limit individual lot mailboxes to cast aluminum, brick or stone structures, preformed synthetic PVC or vinyl material, approved by the Architectural Control Committee and shall preclude the use of inexpensive plastic, stamped aluminum, or other temporary structures and mailboxes.

17. RESTRICTIONS RELATING TO COMMON AREAS.

17.1. The common areas within the Plat, including the designated wetland areas, drainage areas, drainage easements, and sidewalks, shall be within the jurisdiction and supervision of the Eagle Crest Property Owners Association.

17.2. The Property Owners Association shall have responsibility for maintenance, renovations, up keep and repair of any common area.

17.3. The Property Owners Association shall have the authority to adopt and amend, from time to time, any regulations necessary to the administration of common areas.

18. EAGLE CREST PROPERTY OWNERS ASSOCIATION AND ASSESSMENTS.

18.1. There is now created The Eagle Crest Property Owners Association, which may be incorporated or unincorporated as its membership may determine. Each owner of a lot in the Plat of Eagle Crest and any later additions thereto shall be a member of the Eagle Crest Property Owners 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 or owners of each lot shall be considered as having one vote for each lot owned.

The purpose of the Eagle Crest Property Owners Association shall be to manage and support financially all common grounds, common areas, drainage facilities, street or area lighting(if any), and such other similar purposes as the membership may deem necessary from time to time. The Eagle Crest Property Owners Association shall adopt by-laws for its government and levy and collect dues. The Eagle Crest Property Owners Association shall have the further right and authority to impose and collect annual assessments for the maintenance, repair and electricity and other utilities used for the operation of the common grounds, and for the maintenance and improvement thereof, or such other common areas as may be acquired by the Association. Any such assessments shall be levied equally on each lot in the Plat, or any

later additions thereto, as may be platted for residential use by the Plat Proprietor, their heirs, successors and assigns. Failure to pay said assessments or annual dues shall be a violation of these restrictions. Such assessments or dues shall be billed by Eagle Crest Property Owners Association to the owner of a lot during the month of March each year, and shall be due and payable within thirty (30) days, with attorney fees. No such assessment or annual dues shall be levied against any lot while the same remains in the ownership of the Plat Proprietor or their heirs. From and after the recording of these Restrictions the lots owned by persons other than the Plat Proprietor shall be subject to said annual dues and assessments and the same shall be a lien in favor of Eagle Crest Property Owners 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 Plat Proprietor or their heirs. 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.

Until such time as the above-described Eagle Crest Property Owners Association has organized, established by-laws and commenced functioning as such Association, the annual maintenance fees described and specified herein shall be paid to the owner of said Plat, the same to be expended for the same purposes as provided in this Section. After the creation, formation and institution of the Eagle Crest Property Owners Association the Plat Proprietor shall retain the right to cast two votes for each lot owned by the Plat Proprietor

The Eagle Crest Property Owners Association may also enforce any other restriction contained herein and shall also have the right to acquire and own any lands for use by all of the lot owners or less than all of the lot owners in common. 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, and same shall be due with attorney fees and payable without relief from valuation and appraisement laws.

The Eagle Crest Property Owners Association shall also provide for the expense of maintenance and replacement of street and road signs in the Subdivision, to the extent that street and road signs in the Subdivision exceed City standards and are not maintained by the City of Warsaw Street Department. Any such street and road signs exceeding City standards shall be maintained at the standard installed by the Plat Proprietor at the outset of the Subdivision, and not reduced in quality or standards.

All lots within the Subdivision, other than those owned by the Plat Proprietor, or his heirs, whether or not the Eagle Crest Property Owners Association has established by-laws and commenced functions as such Association, shall be subject to an annual maintenance minimum charge at a rate of Seventy-five Dollars ($75.00) per lot per year, commencing January 1, 2006, and such rate thereafter may be determined by the Eagle Crest Property Owners Association for the continuance of such funds, but said maintenance charge shall remain at a minimum of Seventy-five Dollars ($75.00) and may be increased by the Association as the needs of the development may require, but in no event shall such a charge be in excess of Three Hundred Dollars ($300.00) per lot, except by the approval and consent of fifty-one percent (51%) of the members of the Eagle Crest Property Owners 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 of the owners of the lots in the Subdivision in the same manner as assessments described above in this section, excepting those lots remaining in the ownership of the Plat Proprietor or his heirs.

19. ARCHITECTURAL CONTROL.

19.1. No building, structure or dwelling shall be erected, placed or altered upon any lot until the construction plans of the structure, and landscaping plans of landscaping, shall have been approved by the Architectural Control Committee. Such plans must show the floor plan of each building or structure, the materials and quality of construction, outside colors to be used, harmony of external design with existing structures (if any), location of such building with respect to lot lines, finished grade elevations, landscaping plans, the name and address of the builder or

contractor, and the name and address of the architect. Two sets of complete drawings and prints shall be submitted, one of which shall be retained on file with the Architectural Control Committee and the other of which shall be returned to the lot owner showing the approval of the Architectural Control Committee, and or required modifications thereof. No such construction, alteration or erection of any building shall be completed without the approval of the Architecture Control Committee, nor shall any variance from the approved plans be permitted or permissible without the prior approval of the Architectural Control Committee.

19.2. The purpose of the Architectural Control Committee shall be to maintain harmonious design of all buildings, dwellings and facilities erected within the Plat and all later additions to the Plat. The Architectural Control Committee shall consist of three (3) persons, all of whom shall be appointed by the Plat Proprietor. The Plat Proprietor may replace any member of the Architectural Control Committee, at any time, at the sole discretion of the Plat Proprietor. The Committee may designate any one or more of its members to act on its behalf. The decisions of the Architectural Control Committee shall be final as to the appropriateness of any residence, structure, fence, pool, ornamental light, landscaping or other improvement delegated to the Architectural Control Committee by these Restrictions.

19.3. The Architectural Control Committee shall also perform such other duties as may be delegated to it by the Plat Proprietor, and which delegation is recorded of record.

19.4. The Plat Proprietor reserves the right, at its sole discretion, to transfer the duties, rights, obligations and functions of the Architectural Control Committee to the Eagle Crest Property Owners Association. Such transfers shall be accomplished only by an appropriate recording in the Office of the Recorder of Kosciusko County, Indiana.

19.5. The Plat Proprietor also reserves the right, at its sole discretion, to include a security deposit with any closing of sale of a lot in this subdivision. The security deposit will be held by the Plat Proprietor, in escrow, to assure the performance of obligations in the initial construction, including but not limited to the obligation of a lot

owner to refrain from damaging streets, curbs and sidewalks during construction; install minimum landscaping; install a light; install appropriate driveway access; and/or install appropriate mail box facilities. The security deposit for performance of such obligations shall be returnable or applied to the performance of such obligations no later than two years from date of closing.

20. SEVERABILITY.

20.1. 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.

21. EROSION CONTROL.

21.1. This Subdivision is within the jurisdiction of the State of Indiana, presently under what is known as Regulation Number 5, as well as other governmental jurisdictions relating to surface water run-off and erosion control during construction. The necessity to control surface water run-off and erosion applies both to the construction of the Subdivision and to individual construction on individual lots by owners. Each owner of a lot or lots in the Subdivision shall comply with all Federal, State and local regulations applicable to construction, residential construction or otherwise upon each lot, at the time construction is undertaken. Lot owners shall install silt controls along the curb and drains during any and all construction activities upon the lot.

22. SECURITY DEPOSIT.

22.1. Any lot in any section of Eagle Crest subdivision not yet sold or conveyed by the Owner may, at the discretion of Owner, be subject to a security deposit upon closing.

22.2. The Plat Proprietor also reserves the right, at its sole discretion, to include a security deposit with any closing of sale of a lot in this subdivision. The security deposit will be held by the Plat Proprietor, in escrow, to assure the performance of obligations in the initial construction, including but not limited to the obligation of a lot owner to refrain from damaging streets, curbs and sidewalks during construction; install minimum landscaping; install a light; install appropriate driveway access; and/or install appropriate mail box facilities.

The security deposit for performance of such obligations shall be returnable or applied to the performance of such obligations no later than two years from the date the owner commences construction of a residence.

23. APPROVAL OF CONTRACTORS.

23.1. The Plat Proprietor shall have the right, at its sole and absolute discretion, to approve general contractors for the initial construction of any residence within this subdivison. Such approval shall not be unreasonably withheld. However, the Plat Proprietor reserves the right to utilize subjective criteria regarding such approval or dissapproval of general contractors, relating to past performance, past dealings, reputation in the community, and other reasonable and appropriate categories of criteria by which a general contractor might be reviewed for quality, efficiency, integrity and performance for the construction of a home within this subdivision.

24. PROCEDURE FOR AMENDMENT OF RESTRICTIONS.

24.1. The provisions of this instrument shall remain in effect until the last day of the calendar year which is twenty-five (25) 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, except that during the last year of the first twenty-five (25) year term hereof, and during the last year of any successive ten (10) year period, all persons having an interest as an owner of land within the Plat and all additions later made thereto, may change the provisions of this instrument, in whole or in part, by an instrument amendatory hereto, which shall be effective if signed by the owners of two-thirds (2/3) of the lots situate 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.

EAGLE CREST SUBDIVISION

Superior Developing, LLC

By: Dale Custer

Dale Custer, Authorized Member

STATE OF INDIANA, KOSCIUSKO COUNTY, SS:

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 25th day of November, 2008, appeared Superior Developing, LLC, by Dale Custer, Authorized Member and who certified that he had full and complete authority to execute the foregoing on behalf of said Superior Developing, LLC.

My Commission Expires:
5-7-09
County of Residence:
Kosciusko

Notary Public
Richard K. Helm
Printed Name

This instrument prepared by ROCKHILL PINNICK LLP (Richard K. Helm), 105 East Main Street, Warsaw, Indiana 46580; further, "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law".

Signed:
Richard K. Helm
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Deborah A. Wright
Kosciusko County Recorder IN
Recorded as Presented

AMENDMENT TO FIRST ADDITION TO EAGLE CREST SUBDIVISION DEDICATION AND PROTECTIVE RESTRICTIONS

The undersigned declares that it is the Owners of First Addition to Eagle Crest Subdivision, being the plat recorded in the Office of the Recorder of Kosciusko County, Indiana, after being duly approved on August 14, 2006, in Plat Book 14, page 24.

The real estate is platted and subdivided in accordance with the information and disclosures shown on the Plat (hereinafter for simplicity referred to as the "Plat") with lot numbers from 18 through 79, inclusive, and all dimensions with respect to each of the lots are shown in feet and decimals thereof.

1. RECITALS.

1.1. The Dedication and Protective Restrictions recorded as Instrument No. 2008110964, recorded November 25, 2008, in the Office of the Recorder of Kosciusko County, Indiana, were incomplete and/or contained scrivener's errors.

1.2. This Amendment is recorded for the purpose of correcting the scrivener's errors, amending the Restrictions, and adding omitted sections.

1.3. In all other respects, the Dedication and Protective Restrictions previously recorded for the First Addition to Eagle Crest Subdivision as Instrument No. 2008110964 are to remain in full force and effect, unchanged, and unmodified by this document.

2. CORRECTION FOR SECTION 3.1.

2.1. The "Prior Restrictions" (that being recorded as Instrument No. 2008110964) are incorrect at Section 3.1. Section 3.1 is now amended to read as follows:

3.1. No lots shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or tract of real estate, other than one single family dwelling not to exceed two and one-half stories in height. No separate garages or outbuildings shall be allowed; only garages attached to the primary residence, of permanent construction and of identical architectural style and construction shall be permitted within the Subdivision. Attached garages shall be constructed at a minimum size of a two-car garage (minimum of twenty-two (22) feet x twenty-three (23) feet exterior or equivalent in size).

3. CORRECTION FOR SECTION 3.4.

3.1. Section 3.4 of the "Prior Restrictions" contains a scrivener's error with regard to one of the numerals. Section 3.4 should read as follows:

3.4. Each lot owner shall have the obligation to provide trees and landscaping as a part of the construction of a dwelling. This obligation shall include the duty to plant at least two (2) trees, each with a minimum of one and one-half (1½) inch diameter measured twelve (12) inches above grade. Plans for the planting of trees and landscaping shall be included as a part of the plan and timetable for general construction as required by the Architectural Control Committee. Existing trees may be utilized to satisfy the requirement of this paragraph regarding the planting of two trees. Generally plans for landscaping should include six to ten decorative shrubs or bushes, to be located at the owner's discretion. The purpose of this section in not to grant the Architectural Control Committee the right to design landscaping for individual owners, but rather to verify the existence of the minimal landscaping provided for in this section.

4. CORRECTION TO ADD OMITTED SECTION 4.3.

The "Prior Restrictions" inadvertently omitted a section, which is now added to the Restrictions as an amendment, and which shall read as follows:

4.3. Lots 18 through 24, inclusive, shall provide access by the interior street (platted as Chickadee Lane) and are prohibited from installing a driveway cut providing access to County Road 200 South.

All of the above corrections, changes, amendments and additions are to be included as though they were fully set out in the First Addition to Eagle Crest Subdivision Dedication and Protective Restrictions, recorded as Instrument No. 2008110964, as though originally included therein. Those original Restrictions are now amended and/or corrected to include the above-listed specific provisions.

All other content of the original Restrictions are ratified, confirmed, and continue as originally recorded.

Done this 3rd day of December, 2008.

EAGLE CREST SUBDIVISION

Superior Developing, LLC

By: Peggy S. Custer
Peggy S. Custer, Authorized Member

STATE OF INDIANA, KOSCIUSKO COUNTY, SS:

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 3rd day of December, 2008, appeared Superior Developing, LLC, by Peggy S. Custer, Authorized Member and who certified that he had full and complete authority to execute the foregoing on behalf of said Superior Developing, LLC.

My Commission Expires:
5/16/2015
County of Residence:
Kosciusko

Notary Public
SUE ANN BRADY
Printed Name

NOTARY PUBLIC SEAL

This instrument prepared by ROCKHILL PINNICK LLP (Richard K. Helm), 105 East Main Street, Warsaw, Indiana 46580; further, "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law".

Signed:
Richard K. Helm
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