

Cover page for:

Preliminary Title Insurance Schedules
(with copies of recorded exception documents)

Preliminary title insurance schedules prepared by:

Gates Land Title Corp.

Auction property in Whitley County, Indiana
(1166 E. Wildwood Dr., Columbia City, IN)

For October 14, 2026 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Theodore N. Tahmisian, Jr. and Clara S. Tahmisian

Issuing Agent: Thomas Pugh

Issuing Office: Gates Land Title Corp.

Issuing Office's ALTA® Registry ID: 0001135

Loan ID Number:

Commitment Number:

Property Address: 1166 E Wildwood Dr, Columbia City IN 46725

SCHEDULE A

COMMITMENT

1. Commitment Date: July 8, 2026 8:00 A.M.
2. Policy to be issued: (enter text here)
 - a. 2021 ALTA® Owner's Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$ To Be Determined
The estate or interest to be insured: Fee Simple
 - b. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in:
Theodore N. Tahmisian, Jr. and Clara S. Tahmisian, husband and wife, as shown on Instrument #85-7-195, in the Office of the Whitley County Recorder.
5. The Land is described as follows: See Full Description Attached as Exhibit "A"

Tax Key Number: 92-06-01-401-006.000-003

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

ORT Form 4757 A

Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

EXHIBIT "A"

Lot #6 in Blue River Estates Subdivision as shown on the Plat recorded in Plat Book J, page 13A, in the Office of the Recorder of Whitley County, Indiana, and subject to the restrictions as recorded with said plat.

SCHEDULE B I COMMITMENT

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Warranty Deed to Owner's Policy Proposed Insured.**

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ORT Form 4757 B I

Schedule B I—ALTA Commitment 2021 v. 01.00
07/01/2021

SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Facts which would be disclosed by a comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Mechanics', Contractors' or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
5. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the title policy.
6. Taxes payable in the name of Theodore N. Jr. and Clara S. Tahmisian.
Tax Key Number: 92-06-01-401-006.000-003
Tax Description: LOT 6 BLUE RIVER ESTATES 1.103A
Valuations: Land - \$35800; Improvements - \$384500; Exemptions - \$196520H.
Taxes for 2025 payable 2026: \$1,358.04 due May 10 was paid May 6; \$1,358.04 due November 10.
Taxes for the year 2026, a lien for an amount not yet due or payable.
Note: An annual \$70.00 user fee for recycling is collected with Spring taxes.
(\$70.00 was paid May 6)
Possible future assessments on Ditch #26-000A and Ditch #144-000A.
7. Possible easements and rights of way for drainage ditches, drain tile, feeders, laterals and underground pipes, whether shown of record or not shown of record.
8. Easements, or claims of easements, not shown by the public records.
9. Subject to building lines and easements as shown on recorded Plat.
10. Subject to restrictions recorded February 3, 1970 in Plat Record J, page 13A, recorded May 11, 1976 as Instrument #76-5-128, recorded June 24, 1983 as Instrument #83-6-227, recorded May 8, 1991 as Instrument #91-5-113 and recorded April 20, 2018 as Instrument #2018040279.

C O N T I N U E D

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

ORT Form 4757 B II

Schedule B II - ALTA Commitment 2021 v. 01.00
07/01/2021

Schedule B-II Continued

File Number

Policy Number

!! We have made judgment searches vs: Theodore N. Tahmisian, Jr. and Clara S. Tahmisian; and found none.

NOTE: All recording references are to the Whitley County, Indiana, Recorder's Office.

NOTE: No search has been made for: notices of underground facilities; impact fee; utility bills and association dues.

NOTE: IC 27-7-3-22, Effective July 1, 2013, in a residential real estate transaction where a title policy is issued and the issuing title insurance company will also act as a settlement or closing agent, the company shall issue a closing protection letter to the lender, borrower, buyer and seller of the property. The cost of said letter is: Lender \$25.00; Borrower \$25.00; Buyer \$25.00 and Seller \$25.00. This coverage is required by statute.

NOTE: Effective July 1, 2021 the County Auditor will collect a \$20.00 fee for each deed filed and an additional \$10.00 for per parcel. IC 6-1.1-5.5-4

NOTE: Zoning issues/questions should be directed to the Whitley County Planning and Building Department as the title company does not guarantee Zoning.

BLUE RIVER ESTATES SUBDIVISION

Located in the South Half of the Southeast Quarter of Section 1, Township 32 North, Range 9 East and in the Northwest Quarter of Section 1, Township 31 North, Range 9 East.

DEED OF DEDICATION

We, the undersigned owners of the following described real estate situate in Whitley County, Indiana, to-wit:

Commencing at a monument on the center line of S.R.#9, said monument being 63.65 feet, S51°14'W of the intersection of the center line of State Road #9 and the Half Section line which divides the South Half of S34 T32N R9E; thence N51°14'E, 322.8 feet along the center line of State Road #9 to a R.R. spike, said spike being 704.4 feet S51°14'W of a monument at the point of intersection of a curve in S.R.#9; thence S38°46'E, 50.0 feet to an iron pin on the South right of way line of S.R.#9, this being the point of beginning; thence Southeasterly 172.9 feet along a curve to the right with a radius of 250 feet to an iron pin; thence Southeasterly 157.1 feet along a curve to the left with a radius of 200 feet to an iron pin; thence S44°08'E, 286.8 feet to an iron pipe on the Township line; thence N89°26'E, 402.9 feet along the Township line to an iron pipe; thence S01°08'E, 421.3 feet to an iron pipe; thence S71°08'E, 291.2 feet to an iron pipe; thence S18°52'W, 575.0 feet to an iron pipe; thence N71°08'W 640.5 feet to an iron pipe; thence N01°08'W, 536.9 feet to an iron pipe; thence N44°08'W, 428.5 feet to an iron pipe on the Township line; thence N89°26'E, 344.8 feet along the Township line to an iron pin; thence N44°08'W, 239.3 feet to an iron pin; thence Northwesterly 196.3 feet along a curve to the right with a radius of 250 feet to an iron pin; thence Northwesterly 138.3 feet along a curve to the left with a radius of 200 feet to an iron pin on the South right of way line of S.R.#9; thence N51°14'E, 50.0 feet along the South right of way line of S.R.#9 to an iron pin, said iron pin being the true point of beginning. Containing 15.440 acres, more or less.

do hereby certify that they have laid off, platted, and subdivided and do hereby layoff, plat and subdivide said real estate into twelve (12) lots.

This subdivision shall be known and designated as Blue River Estates Subdivision.

All right of ways shown on the Plat are hereby dedicated to the public.

RECORDED IN WHITLEY COUNTY

for Record this 2 day of March 1910
at 12 o'clock M. and recorded
in Record Page 130
Edward J. Kauter

RECEIVED

IN WITNESS WHEREOF, we have set our hands and official seals
this 22 day of December, 1969.

REAL ESTATE RESOURCES, INC.

By Rex D. Schrader
Rex D. Schrader, President
Denzil Schrader
Denzil Schrader, Sec.-Treas.
Margaret Meyers
Margaret Meyers

STATE OF INDIANA }
COUNTY OF WHITLEY } SS

Subscribed and sworn to before me, a Notary Public in and for
said County and State, this 22 day of December, 1969.

John W. Whiteleather, Jr.
Notary Public

My Commission Expires: May 10, 1973.

I, Jerry K. Walker, hereby certify that the within Plat is
true and accurate to the best of my knowledge.

I further certify that the minimum lot size is 28,924
square feet and the minimum percolation rate is 1" per 30
minutes.

Dated 12/9/69.

Jerry K. Walker L.S.
Jerry K. Walker, L.S.P.E.

Approved by the Whitley County Board of Zoning Appeals.

Dated Dec. 10, 1969.

Leroy P. Knider
Leroy Knider, Director of Whitley
County Plan Commission.

Approved by the Whitley County Health Department.

Dated Dec 16, 1969.

Lowell F. Bunnick

Approved by the United Telephone Company.

Dated Dec 11, 1969.

J. L. Hume
Dist. Mgr.

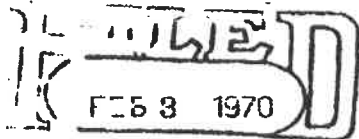
Approved by the Whitley County REMC.

Dated Dec 11, 1969.

Wayne L. Johnson
Gen'l Mgr.

Approved by the Whitley County Board of Commissioners.

Dated February 2nd, 1970.



A. Lee Shoemaker
AUDITOR, WHITLEY COUNTY

Edwin Bugh President

Paul Rader Member

Member

Attested:

A. Lee Shoemaker
A. Lee Shoemaker, Auditor

*** **DULY ENTERED FOR TAXATION** *****
Duly entered for taxation, this 2nd day of February, 1970.

FEB 3 1970

A. Lee Shoemaker
AUDITOR WHITLEY COUNTY

A. Lee Shoemaker
A. Lee Shoemaker, Auditor

#18749
Received for Record this 3rd day of February, 1970, at 1:23 P.M.

and recorded in Record 1, page 13A.

Eleanor J. Grable
Eleanor J. Grable, Recorder

RECORDED WHITE COUNTY

for Record this 3 day of Aug 1976
at 1:30 clock P.M. and recorded
in Record Page 13

RECEIVED

PROTECTIVE RESTRICTIONS,
COVENANTS AND EASEMENTS
OF BLUE RIVER ESTATES,
IN COLUMBIA & THORNCREEK
TOWNSHIPS, WHITLEY COUNTY
INDIANA

All the lots in said addition shall be subject to and impressed with the restrictions, covenants and easements hereinafter set forth; and they shall be considered part of the conveyance of any lot in said addition without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all lots in said addition; and they shall run with the land and shall inure to the benefit of and be enforceable by said owners by action for injunctive relief against any violation or attempted violation of the provisions hereof and/or for damages for any injuries resulting from any violation thereof; but there shall be no right of reversion or forfeiture of title resulting from such violation.

*For Amendment to Protective Restrictions
and Covenants See 76-5-128*

1. DEFINITIONS: For the purpose of this plat and the covenants appended thereto, the word "street" shall mean any street by whatever name designated and shown on the recorded plat of said addition and which is hereby dedicated to the public for the purpose of a public street. The word "lot" shall mean any of the lots shown on the plat of this addition.
2. LAND USE, BUILDING TYPE AND OCCUPANCY: No lot shall be used except for residential purposes. No residence dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residence dwelling of at least 1300 square feet for a one story dwelling, a minimum of 1600 square feet for one and one-half story dwelling, and a minimum of 2000 square feet for a two story dwelling; exclusive of garage and open porches, and each residence dwelling erected thereon, must be completed within one year after the foundation has been started. The residence dwelling shall be constructed in such manner as to comply with the Federal Housing Administration minimum requirements and shall have the approval of the Planning Commission having jurisdiction. No business of any kind or character, including mercantile businesses and other businesses or trades operated for profit, shall be conducted upon any of the lots or lands in said addition at any time hereafter. No lot shall be divided or subdivided so as to construct more than one dwelling house upon any platted lots. There shall be no two-family or multiple family dwellings constructed on any lot or combination thereof.

3. BUILDING LOCATION: No building shall be located on any lot nearer than 50 feet to the front line or shall be located nearer than 20 feet from either side of any lot, or shall be located nearer than 20 feet from the rear line of said lot.
4. NUISANCES: No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. Further, and without limiting the above, no rubbish, trash, obnoxious material or unlicensed motor vehicles shall be permitted on any lot.
5. PERMANENT AND TEMPORARY STRUCTURES: No structure of a temporary character, and no trailer, camper, shall be stored on any lot except in a garage. Also, all garages shall be attached to the residence dwelling.
6. SIGNS: No signs of any kind shall be displayed to the public view on any lot excepting one professional sign of not more than five square feet advertising the property for sale or rent, but such sign shall not be displayed more than six months in any one period of time; or signs used by a builder to advertise the property during the construction and sale.
7. OIL AND MINING OPERATIONS: No oil drilling, or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
8. LOCATIONS OF TANKS: All gas tanks or ^{fuel} oil tanks of every nature and character must be placed under ground or in the garage or basement upon said lot.
9. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except that dogs,

cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial use.

10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
11. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Indiana State Board of Health. Approval of such system as installed shall be obtained from such authority. Further, if at any time a public or quasi-public water supply system is to be constructed, and made available to the separate lots, the individual lot owners shall tap-in to said water supply system.
12. SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Indiana State Board of Health. Approval of such system as installed shall be obtained from the State Board of Health. Further, if at any time a public or quasi-public sewage-disposal system is to be constructed, and made available to the separate lots, the individual lot owners shall tap-in to said sewage disposal system.
13. INDIVIDUAL RIGHT TO BUILD: Each purchaser (s) has the right to construct all or any part of his or their home or garage providing it is of neat appearance, and provided that said house or garage is finished, on the outside, within a 1 year period.
14. REPAIR AND PAINTING: All buildings must be kept in good repair, neat appearance, and painted at all times.
15. STREET AND ROADWAYS: There is a 50 foot road and street running through this subdivision of which 20 feet will be graveled by

the present owners and platters of said addition, which will later be taken over by the county highway department and it will be the obligation of each lot owner (s) to share his or their share of the upkeep of said lot and street. Each lot owner (s) will be required to construct his or their own driveway from this gravel road and street into their respective lots.

16. OBSTRUCTION: No shrubs, trees, fences or any object which will obstruct the view or right of way is to be placed within the 10 foot wide authority easement in the front of each lot.
17. BLUE RIVER ESTATES, ASSOCIATION: The owners of the lots in said Addition shall be deemed to be and constitute an Association, with the name Association. The owners of each lot in said Addition shall automatically be members of said Association and entitled to one joint vote for each lot or tract owned by them. Meetings of this Association may be called by any member of the Association, or by the President or Secretary thereof, by written notice mailed or delivered 5 days prior to the date of such meeting, but notice of any such meeting may be waived either in writing or by waiver endorsed on the minutes of the meeting. The Association may adopt by-laws to govern the organization, meetings, election and tenure of officers and other matters. The Association shall elect a President and a Secretary-Treasurer and such other officers as it may choose and fix and determine their respective duties and authority. This Association shall have the duty and authority to take such steps as may be necessary or desirable from time to time to keep the streets, public drives, dams and culverts, and any areas in the Addition that may be conveyed to the Association or be subject to its control, and including sewers, lights, lighting system and other matters affecting the Addition and said tract as a whole, in good repair and condition and to make improvements thereof, including authority to provide for the cutting of grass and weeds

and the removal of ice and snow, and to make contracts to accomplish such purposes in the name of the Association, and to pay any taxes or charges on land or property conveyed to or owned by the Association for the use and benefit of the Addition. A proper record shall be kept by the Secretary of all action taken by said Association and of all contracts entered into for the above purposes and of all expenses incurred in connection therewith, and at a meeting of the Association duly called for that purpose, the obligations incurred for such purposes shall be spread upon the record of the Association, and an assessment entered on the books of the Association against each of the lots in said Addition in an amount equal to their pro rata share of the total amount of the expenditures so approved. If desired, the Association may levy a similar assessment on each lot in the Addition for the purpose of raising a fund in advance to enable the Association officers to defray the cost of such repairs and improvements. This Association may be incorporated as a non-profit Indiana corporation, in which event the powers and duties above set forth shall be transferred to it.

18. MAINTENANCE CHARGE LIEN: The amount so assessed against each lot in said Addition and said tract shall be payable by the owners thereof to the Secretary-Treasurer of the Association within 15 days from the time that notice of such assessment has been mailed to them by the Secretary-Treasurer and each such assessment shall be and remain a lien upon the respective lots against which the assessment is made until payment thereof to the Secretary-Treasurer. All payments of assessments shall be noted on the books of the Association and, on request, the Secretary-Treasurer shall furnish to any owner of a lot in said Addition and said tract a certificate showing the assessment made upon said lot and the amount, if any, of such assessment remaining unpaid, and such certificate shall be relied upon by the lot owner and any prospective purchaser or

accepting mortgage upon a lot. The lien of said assessment may be foreclosed if unpaid and past due, the same as mortgages are foreclosed, without relief from valuation and appraisal laws and with reasonable attorney fees.

19. AMENDMENT: The above restrictions, covenants, and easements may be amended at any time by an affirmative vote of not less than 80% of all of the members of the Blue River Estates, Association, and the provisions of any such amendments shall become effective upon the recording by the Secretary-Treasurer of said Association of a copy of the resolution making such amendments in the office of the Recorder of Whitley County, Indiana.

20. ENFORCEMENT: Invalidation of any one of the foregoing easements, restrictions, limitations and protective covenants, by judgment or court order shall in no way affect any of the other easements, restrictions, limitations and protective covenants, which shall remain in full force and effect. The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

IN WITNESS WHEREOF, the undersigned owners, have hereunto set their hands and seals this 6th day of October, 1969.

Real Estate Resources, Inc.

by: _____
Rex D. Schrader, President

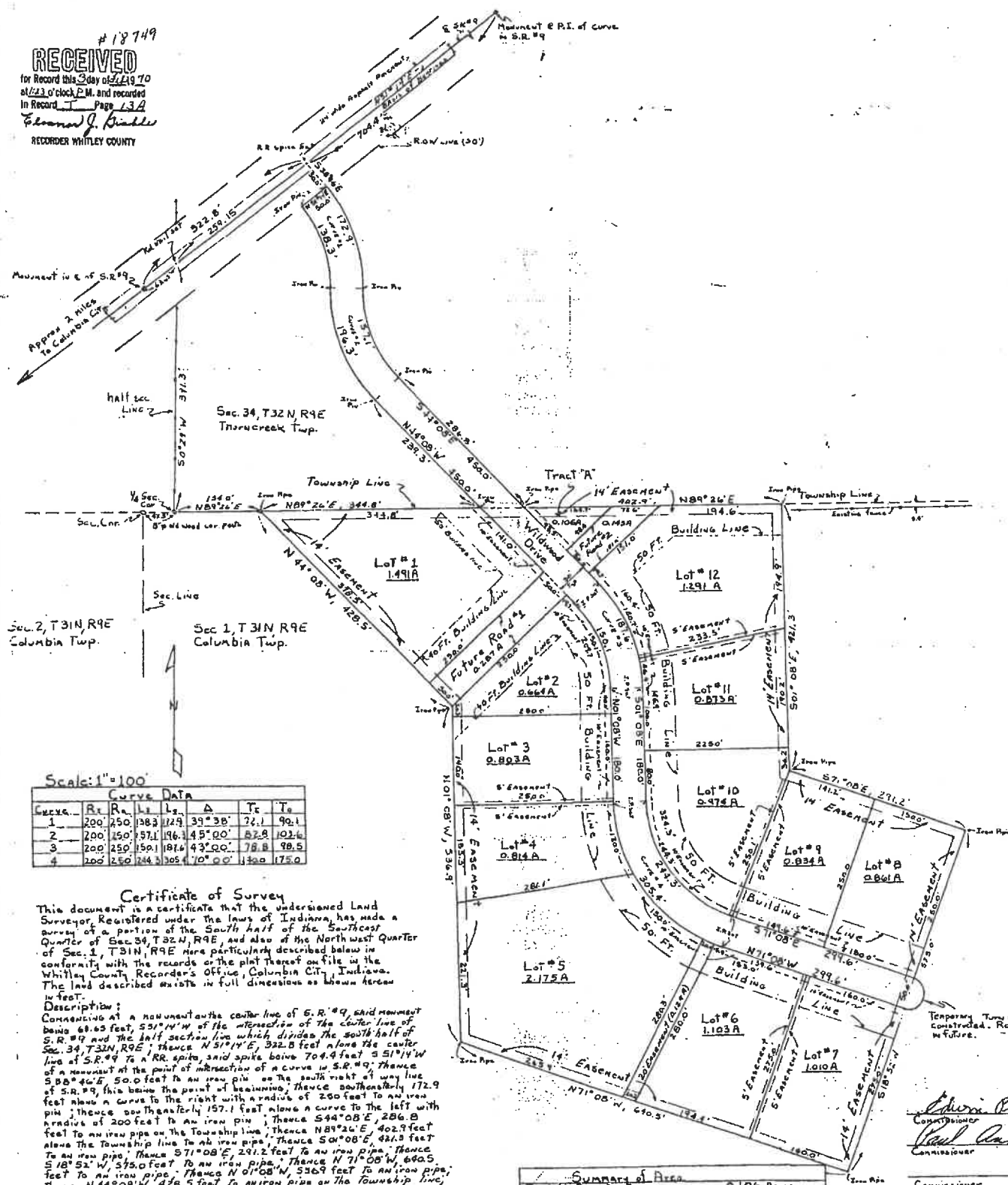
by: _____
Denzil Schrader, Secretary

Prepared by John W. Whiteleather, Jr. Columbia City, Indiana.

13A

RECEIVED

#18749
for Record this 3 day of May 1970
at 1:23 o'clock P.M. and recorded
in Record J Page 13A
Edward J. Brubaker
RECORDER WHITLEY COUNTY



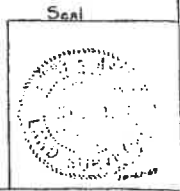
Scale: 1"=100'

Curve	R	L	A	Tc	Ts
1	200	250	138.2	129.3	39.3
2	200	250	157.1	146.1	45.0
3	200	250	150.1	141.4	43.0
4	200	250	244.3	205.1	10.0

Certificate of Survey
This document is a certificate that the undersigned Land Surveyor, Registered under the laws of Indiana, has made a survey of a portion of the South half of the Southwest Quarter of Sec. 34, T34N, R9E, and also of the Northwest Quarter of Sec. 1, T31N, R9E more particularly described below in conformity with the records of the plat thereof on file in the Whitley County Recorder's Office, Columbia City, Indiana. The land described exists in full dimensions as shown herein in feet:
Description:
Commencing at a monument on the center line of S.R.#9, said monument being 68.63 feet, 531.14' W of the intersection of the center line of S.R.#9 and the half section line which divides the south half of Sec. 34, T34N, R9E; thence N 51°14'E, 332.8 feet along the center line of S.R.#9 to a RR spike, said spike being 704.4 feet S 51°14'W line of S.R.#9 to a monument at the point of intersection of a curve in S.R.#9; thence S 88°46'E, 50.0 feet to an iron pin on the south right of way line 50 feet along a curve to the right with a radius of 250 feet to an iron pin; thence southeasterly 172.9 feet along a curve to the right with a radius of 250 feet to an iron pin; thence southeasterly 157.1 feet along a curve to the left with a radius of 200 feet to an iron pin; thence S 44°08'E, 286.8 feet to an iron pin on the Township line; thence N 89°26'E, 196.3 feet to an iron pin on the Township line; thence S 44°08'E, 481.5 feet to an iron pin on the Township line; thence S 11°08'E, 482.9 feet to an iron pin; thence S 11°08'E, 482.9 feet to an iron pin; thence N 71°08'W, 640.5 feet to an iron pin; thence N 01°08'W, 536.9 feet to an iron pin on the Township line; thence N 44°08'W, 428.5 feet to an iron pin on the Township line; thence N 89°26'E, 344.8 feet along the Township line to an iron pin; thence N 44°08'W, 239.3 feet to an iron pin; thence northwesterly 196.3 feet along a curve to the right with a radius of 250 feet to an iron pin; thence northwesterly 188.5 feet along a curve to the left with a radius of 200 feet to an iron pin on the south right of way line of S.R.#9; thence N 51°14'E, 50.0 feet along the south right of way line of S.R.#9 to an iron pin, said iron pin being the true point of beginning.
Containing 15.440 acres.
Subject to right of way for local highways.
Iron pins or pipes were set at all lot corners and at the beginning and end of all curves.
10 foot easement is for possible future utilities (sewer, water, etc.)
14 foot and 5 foot easements are for utilities.

Summary of Areas	
TRACT A - Recreation Area	0.106 Acres
Roadway in Thurncreek Twp.	0.608 Acres
Roadway in Columbia Twp.	1.274 "
Future Road (not dedicated at this time)	0.287 "
Future Road (not dedicated at this time)	0.143 "
20' Easement	0.124 "
Lots	12.893 "
Total Area	15.440 Acres
Above roadway is dedicated for public use.	
Proposed name of above road is Wildwood Drive.	
Recorded 10-21-70; Tract A added.	

Edward J. Brubaker
Commissioner
Paul C. Brubaker
Commissioner
Commissioner
Date



I hereby certify the above survey to be correct. *Edward J. Brubaker*
Registered Professional Engineer and Land Surveyor

AMENDMENT TO PROTECTIVE RESTRICTIONS AND COVENANTS OF BLUE RIVER
ESTATES SUB-DIVISION AND BLUE RIVER ESTATES SUB-DIVISION
SECTION II BY MEMBERS OF BLUE RIVER ESTATE
ASSOCIATION

This Amendment to Protective Restrictions and Covenants,
made and entered into this 10th day of May, 1976, by those
Members of the Blue River Estates Association, hereinafter
named and whose signatures are shown as executed hereunto,
WITNESSETH:

WHEREAS, those individuals shown below, in the left column
under the heading "RECORD TITLE OWNERS" are the Record Title
Owners of all of the twenty-six (26) lots shown in the plats of
Blue River Estates Sub-Division and Blue River Estates Sub-Divi-
sion-Section II, as recorded in Plat Book "J", page 13A and in
Plat Book "K", page 49-49A, respectively, in the Office of the
Recorder of the Whitley County, Indiana, and,

WHEREAS, as lot owners the said Record Title Owners listed
below are thereby Members of the Blue River Estates Association,
as provided and set forth in the PROTECTIVE RESTRICTIONS, COV-
ENANTS AND EASEMENTS OF BLUE RIVER ESTATES, IN COLUMBIA & THORN-
CREEK TOWNSHIPS, WHITLEY COUNTY, INDIANA, recorded February 3,
1970 in Plat Book "J", page 13A in the Office of the Recorder
of Whitley County, Indiana, and the PROTECTIVE RESTRICTIONS, COV-
ENANTS AND EASEMENTS OF BLUE RIVER ESTATES, SECTION II IN COLUM-
BIA AND THORNCREEK TOWNSHIPS, WHITLEY COUNTY, INDIANA recorded
October 2, 1973 in Plat Book "K", page 49-49A in the Office of
the Recorder of Whitley County, Indiana, and,

WHEREAS, pursuant to the said aforementioned recorded
PROTECTIVE RESTRICTIONS, COVENANTS AND EASEMENTS of each of
Blue River Estates and Blue River Estates, Section II, as shown
in paragraph nineteen (19) of same, said Restrictions and/or

Covenants "may be amended at anytime by affirmative vote of not less than eighty percent of all Members of the Blue River Estates Association, and the provisions of any such amendments shall become effective upon the recording of the Secretary-Treasurer of said Association of a copy of the resolution making such amendments in the office of the Recorder of Whitley County, Indiana." and,

WHEREAS, the front of the residents building located on Lot twenty-five (25) of Blue River Estates Sub-Division-Section II is 40 feet from the front line of said Lot twenty-five (25) and the front of the residents' building on Lot twenty-four (24) of Blue River Estates Sub-Division-Section II, is 42 feet from the front line of said Lot twenty-four (24) which two building fronts are in violation of the fifty foot set-back building location line as set forth in paragraph three of said PROTECTIVE RESTRICTIONS, COVENANTS AND EASEMENTS of both Blue River Estates and Blue River Estates-Section II, and,

WHEREAS, those undersigned lot owners who have executed their signatures below, in the righthand column under the heading "AFFIRMATIVE VOTE FOR AMENDMENT" desire to show their affirmative vote to amend the said PROTECTIVE RESTRICTIONS AND COVENANTS, paragraph three. BUILDING LOCATION as pertains to the front line set-back for building location on said Lots twenty-five and twenty-four, so that, from and after the recording of this Amendment the front set-back building location line for Lot twenty-five shall be 40 feet and the front set-back building location line for Lot twenty-four shall be 42 feet,

NOW, THEREFORE, pursuant to the provisions allowing and providing for the amendments of the PROTECTIVE RESTRICTIONS AND COVENANTS of said Blue River Estates Sub-Division and the Blue River Estates Sub-Division-Section II, paragraph nineteen.

AMENDMENT of same, respectively, the undersigned Lot owners, by their executed signatures in the right column under the heading "AFFIRMATIVE VOTE FOR AMENDMENT" do hereby amend paragraph three BUILDING LOCATION of said PROTECTIVE RESTRICTIONS AND COVENANTS AND EASEMENTS OF BLUE RIVER ESTATES, IN COLUMBIA & THORNCREEK TOWNSHIPS, WHITLEY COUNTY, INDIANA, also paragraph three. BUILDING LOCATION of said PROTECTIVE RESTRICTIONS, COVENANTS AND EASEMENTS OF BLUE RIVER ESTATES, SECTION II, IN COLUMBIA & THORNCREEK TOWNSHIPS, WHITLEY COUNTY, INDIANA, as identified herein above and recorded, respectively, in the Office of the Recorder, Whitley County, Indiana, so that from and after the date that this Amendment is recorded in the Office of the Recorder of the Whitley County, Indiana, the front set-back building location line of and for Lot twenty-five of Blue River Estates Sub-Division-Section II shall be 40 feet and the front set-back building location line for Lot twenty-four of Blue River Estate Sub-Division-Section II shall be 42 feet.

RECORD TITLE OWNERS

AFFIRMATIVE VOTE FOR AMENDMENT

Lot #1 Real Estate Resources, Inc.

Don D. Schader, President

Lot #2 Real Estate Resources, Inc.

Don D. Schader, President

Lot #3 Real Estate Resources, Inc.

Don D. Schader, President

Lot #4 Real Estate Resources, Inc.

Don D. Schader, President

Lot #5 John W. Whiteleather, Jr.

Don D. Schader, President

Judy A. Whiteleather

Don D. Schader, President

Lot #6 Donald C. Wineland

John W. Whiteleather, Jr.

Sandra L. Wineland

Donald C. Wineland

Lot #7 James R., Myers

Don D. Schader, President

Janet M. Myers

Don D. Schader, President

Lot #8 Real Estate Resources, Inc.

Don D. Schader, President

Don D. Schader, President

Lot #9 Roy C. Bennett

Berniece L. Bennett

Lot #10 Real Estate Resources, Inc

Lot #11 Real Estate Resources, Inc

Lot #12 Real Estate Resources, Inc

Lot #13 Richard L. Counts

Patricia D. Counts

Lot #14 Jon Schubert

Helen I. Schubert

Lot #15 Paul W. Schrader

Annadean Schrader

Lot #16 John S. Bloom

Gayle L. Bloom

Lot #17 Robert C. Henderson

Shirley G. Henderson

Lot #18 Thomas M. Cayot

Francee Lee Cayot

Lot #19 James J. Mendenhall

Suzanne L. Mendenhall

Lot #20 Real Estate Resources, Inc

Lot #21 Real Estate Resources, Inc

Lot #22 Real Estate Resources, Inc

Lot #23 Real Estate Resources, Inc

Lot #24 Jack W. Anderson

Judy L. Anderson

Berniece L. Bennett

Real Estate Resources, Inc

Real Estate Resources, Inc

Real Estate Resources, Inc

Real Estate Resources, Inc

Real Estate Resources, Inc

Real Estate Resources, Inc

Richard L. Counts

Patricia G. Counts

Jon Schubert

Helen I. Schubert

Paul W. Schrader

Annadean Schrader

John S. Bloom

Gayle L. Bloom

Robert C. Henderson

Shirley G. Henderson

Thomas M. Cayot

Francee Lee Cayot

James J. Mendenhall

Suzanne L. Mendenhall

Real Estate Resources, Inc

Real Estate Resources, Inc

Real Estate Resources, Inc

Real Estate Resources, Inc

Real Estate Resources, Inc

Real Estate Resources, Inc

Real Estate Resources, Inc

Real Estate Resources, Inc

Real Estate Resources, Inc

Jack W. Anderson

Judy L. Anderson

Lot #25 Robert R. Blanchard

Helen M. Blanchard

Lot #26 Real Estate Resources, Inc

Robert R. Blanchard
Helen M. Blanchard
Real Estate Resources, Inc.
Daryl J. Schindler

CERTIFICATE OF SECRETARY-TREASURER

The undersigned, being the duly elected and acting Secretary-Treasurer of the Blue River Estates Association, does hereby certify that the foregoing constitutes the affirmative vote of the Lot owners of 22 lots from a total of twenty-six lots in Blue River Estates Sub-Division and Blue River Estates Sub-Division-Section II, as recorded in the Office of the Recorder of Whitley County, Indiana, and, therefore, constitutes the affirmative vote of not less than eighty percent of all of the members of the Blue River Estates Association as required by paragraph nineteen (19) AMENDMENTS of the PROTECTIVE RESTRICTIONS, COVENANTS AND EASEMENTS OF BLUE RIVER ESTATES, IN COLUMBIA & THORNCREEK TOWNSHIPS, WHITLEY COUNTY, INDIANA and the PROTECTIVE RESTRICTIONS, COVENANTS AND EASEMENTS OF BLUE RIVER ESTATES, SECTION II IN COLUMBIA & THORNCREEK TOWNSHIPS, WHITLEY COUNTY, INDIANA, as recorded in the Office of the Recorder of Whitley County, Indiana.

Frances Lee Croyt
Secretary-Treasurer Blue River
Estates Association

Acknowledged by:

Charles R. Koldyke
Charles R. Koldyke

My commission expires Sept. 7, 1979.

RECEIVED
for Record this 11 day of 11 1976
at 11:45 clock A.M. and recorded
76-5-128
Louis J. Preston
RECORDER WHITLEY COUNTY

Prepared by Law Office of Whiteleather & Whiteleather, Attys.
Columbia City, IN 46725

REAL ESTATE RESOURCES
SUBDIVISION #1

RESTRICTIONS

Such subdivision shall be subject to and impressed with those restrictions, covenants, and easements which are set out and numbered #1 through #16 in the Protective Restrictions of Blue River Estates Sub-division, recorded February 3, 1970 in Plat Book J, page 13 A in the Office of the Whitley County Recorder, except a garage not attached to the residence dwelling may be located in such subdivision; and further except the front yard building set back line shall be forty-five (45) feet.

Further, invalidation of any one of the foregoing easements, restrictions, limitations and protective covenants, by judgment or court order shall in no way affect any of the other easements, restrictions, limitations and protective covenants, which shall remain in full force and effect. The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby indicated to the public, and reserved to the several owners of the several lots in each of Blue River Estates Subdivision - Section I and Blue River Estates Subdivision - Section II, the plats of said two subdivisions being recorded in the Office of the Whitley County Recorder, and to the heirs and assigns of said several owners.

REAL ESTATE RESOURCES, INC.

By 
Rex D. Schrader, President

Prepared by John W. Whiteleather, Jr. Attorney

RECEIVED
for Record this 24 day of June 1983
at 2:30 clock P. M. and recorded
83-6-227
Janette A. Myers
RECORDER WHITLEY COUNTY

27

RECEIVED

for Record this 8 day of May 19 21
at 9:15 o'clock A. M. and recorded

91-5-113

Eugene E. Starn

RECORDER WHITLEY COUNTY

**PROTECTIVE RESTRICTIONS,
COVENANTS AND EASEMENTS
OF BLUE RIVER ESTATES SUBDIVISIONS
IN THORNCREEK AND COLUMBIA TOWNSHIPS,
WHITLEY COUNTY, INDIANA**

All of the lots in the following subdivisions, or as separately described to-wit:

1. Blue River Estates Sub-division, as shown on the Plat thereof, recorded in Plat Book J, page 13A, in the Office of the Recorder of Whitley County, Indiana.

2. Blue River Estates Subdivision-Section II as shown on the Plat thereof, recorded in Plat Book K, at page 49A, in the office of the Recorder of Whitley County, Indiana, and subject to the restrictions as recorded with said plat in Plat Book K, page 49.

3. Blue River Estates Sub-Division, Section III, being a part of the South half of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), Township Thirty-two (32) North, Range Nine (9) East, Whitley County, Indiana.

4. Blue River Estates Sub-Division, Section IV, being a subdivision of part of the South half of the Southeast quarter of Section 34, Township 32 North, Range 9 East, together with part of the North half of Section 1, Township 31 North, Range 9 East, all being in Whitley County, Indiana.

5. Blue River Estates Subdivision, Section V, being a subdivision

of part of the South half of the Southeast quarter of Section 34, Township 32 North, Range 9 East, Whitley County, Indiana.

6. A part of the South one half of the Southeast Quarter of Section thirty four (34), Township thirty two (32) North, Range nine (9) East, as follows, to-wit:

Beginning at the intersection of the East right of way line of Wildwood Drive and the Township Line dividing Township thirty two (32) North, Range nine (9) East (Thorncreek Twp.), and Township thirty one (31) North, Range nine (9) East (Columbia Twp.), as shown on the recorded plat of Blue River Estates Sub-Division; thence North 44 degrees 08 minutes West, 200.0 feet along the east right of way line of Wildwood Drive to an iron pin; thence North 45 degrees 52 minutes East, 250.0 feet to an iron pin; thence North 89 degrees 26 minutes East, 225.6 feet to an iron pin; thence South 00 degrees 34 minutes East, 267.1 feet to an iron pin, said pin being 50.0 feet north of said township line; thence South 89 degrees 26 minutes West, 80.6 feet parallel with said township line to an iron pin; thence South 45 degrees 52 minutes West, 72.6 feet to an iron pin on said township line; thence South 89 degrees 26 minutes West, 135.7 feet along said township line to an iron pin on the east right of way line of Wildwood Drive, said iron pin being the true point of beginning. Containing 2.25 acres.

7. Real Estate Resources Subdivision Number 1 an Addition to Whitley County, Indiana, according to the recorded plat thereof, recorded as Documents 83-6-225, 83-6-226 and 83-6-227, in the Office of the Recorder of Whitley County, Indiana.

8. Blue River Estate Sub-division, as shown on the Plat thereof, recorded in Plat Book J, page 13A, in the Office of the Recorder of Whitley County, Indiana, and subject to the restrictions as recorded with said Plat.

Part of the South half of the Southeast Quarter of Section 34, Township 32 North, Range 9 East, Whitley County, Indiana,

more particularly described as follows, to-wit:

Beginning on the South line of said Southeast Quarter, at a point situated North 89 degrees, 26 minutes East, a distance of 333.7 feet from the Southwest corner of said Southeast Quarter, said point being on the North line of Lot # 1 in Blue River Estates Sub-Division and said point also being a Southeast corner of Lot #1 in Real Estate Resources Subdivision # 1; thence North 89 degrees 26 minutes East, on and along the South line of said Southeast Quarter and on and along the North line of said Lot #1 in Blue River Estate Subdivision, an distance of 146.1 feet to the most Northeast corner of said Lot #1 in Blue River Estates Subdivision, being a point on the Southwesterly right-of-way line of Wildwood Drive, thence North 44 degrees 08 minutes West, on and along said Southwesterly right-of-way line, a distance of 100.0 feet to a Southeast corner of said Lot #1 in Real Estate Resources Subdivision #1; thence South 45 degrees 52 minutes West, on and along a Southeasterly line of said Lot #1 in Real Estate Resources Subdivision #1, a distance of 105.1 feet to the point of beginning, containing 0.121 acres of land, subject to all easements of record.

shall be subject to and impressed with the restrictions, covenants and easements hereinafter set forth, and they shall be considered part of the conveyance of any lot in said addition without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all lots in said addition; and they shall run with the land and shall inure to the benefit of and be enforceable by said owners by action for injunctive relief against any violation or attempted violation of the provisions hereof and/or for damages for any injuries resulting from any violation thereof; but there shall be no right of reversion or forfeiture of title resulting from such violation.

1. DEFINITIONS: For the purpose of this plat and the covenants appended thereto, the word "street" shall mean any street by whatever

name designated and shown on the recorded plat of said addition and which is hereby dedicated to the public for the purpose of a public street. The word "lot" shall mean any of the lots shown on the plat of this addition. The word "association" shall mean the Blue River Estates Subdivisions Association.

2. LAND USE, BUILDING TYPE AND OCCUPANCY: No lot shall be used except for residential purposes. No residence dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residence dwelling, which dwelling shall be completed within one year after the foundation has been started. No residential dwelling shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association's Architectural Control Committee. The owner(s) of any lot shall, prior to finalizing the location plan siting of a dwelling on such lot, confer with the Whitley County Board of Health and obtain an on-site inspection by the Board of Health, to identify the appropriate location of the sewage disposal system to be installed on such lot. The residence dwelling shall have the approval of the Planning Commission and Building Inspector having jurisdiction. No business of any kind or character, including mercantile businesses and other businesses

or trades operated for profit, shall be conducted upon any of the lots or lands in said addition at any time hereafter. No lot shall be divided or subdivided so as to construct more than one dwelling house upon any platted lots. There shall be no two-family or multiple family dwellings constructed on any lot or combination thereof. All dwellings shall be totally constructed on-site, being upon the lot where such dwelling is located.

3. ACCESSORY STRUCTURES AND BUILDINGS: No structure of a temporary character shall be stored on any lot. No trailer or camper shall be stored on any lot, except entirely within an enclosed building or permanent structure. All garages shall be attached to the residence building.

No accessory structure or buildings, including but not limited to garages, sheds, and satellite antennas, shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association's Architectural Control Committee.

4. BUILDING LOCATION: No building or structure shall be located on any lot nearer than 35 feet (50 feet in Section V) to the front line or shall be located nearer than 10 feet from either side of any lot, or shall be located nearer than 20 feet from the rear line of said lot.

5. NUISANCES: No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. Further, and without limiting the above, no rubbish, trash, obnoxious material or unlicensed motor vehicles shall be permitted on any lot. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

6. SWIMMING POOLS AND PONDS: No swimming pool (other than a daily removable pool), pond, lake, or other standing body of water shall be commenced, erected, constructed or maintained upon any lot until the plans and specifications showing the nature, kind, shape, depth area, materials, landscaping, fencing, and location of the same shall have been submitted to and approved in writing as to the harmony of external design, location in relation to surrounding structures and topography, and safety to all persons in Blue River Estates Subdivisions, by the Association's Architectural Control Committee.

All such swimming pools, ponds, lakes, and other standing bodies of water shall be adequately and completely fenced, with the location type, and height of fence approved by the Association's Architectural Control Committee.

7. SIGNS: No signs of any kind shall be displayed to the public

view on any lot excepting one professional sign of not more than five square feet advertising the property for sale or rent, but such sign shall not be displayed more than six months in any one period of time; or signs used by a builder to advertise the property during the construction and sale.

8. FENCES, HEDGES, AND WALLS: No fence, hedge, wall or other dividing instrumentality shall be constructed or maintained on any lot unless approved by the association's Architectural Control Committee.

9. LOCATION OF TANKS: All gas tanks or fuel oil tanks of every nature and character must be place under ground or in the garage or basement upon said lot.

10. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial use. All dogs, cats, and other household pets shall be kept on the owner's lot, or under the control of owner. No such animals shall be allowed to run loose at any time.

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

12. WATER SUPPLY: All individual water supply systems shall be located, constructed and equipped in accordance with the requirements, standards and recommendations of the Indiana State Board of Health. Approval of such system as installed shall be obtained from such authority. Further, if at any time a public or quasi-public water supply system is to be constructed, and made available to the separate lots, the individual lot owners shall tap-in to said water supply system.

13. SEWAGE DISPOSAL: All individual sewage-disposal systems shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the Whitley County Board of Health. Approval of such system as installed shall be obtained from the County Board of Health. Further, if at any time a public or quasi-public sewage-disposal system is to be constructed, and made available to the separate lots, the individual lot owners shall tap-in to said sewage-disposal systems.

14. REPAIR AND PAINTING: All buildings must be kept in good repair, neat appearance, and painted at all times.

15. OBSTRUCTION: No shrubs, trees, fences or any objects which will obstruct the view or right of way is to be placed within the 10 foot wide authority easement in the front of each lot.

16. BLUE RIVER ESTATES SUBDIVISIONS ASSOCIATION: The owners of all lots subject to these Protective Restrictions, Covenants and Easements shall be deemed to be and constitute an Association, with the

name "Blue River Estates Subdivisions Association." The owners of each of such lots shall automatically be members of said Association and entitled to one joint vote for each lot or tract owned by them. Meetings of this Association shall be called by the Board of Directors, the President, or by 25% of the members of the Association, by written notice mailed or delivered not less than 10 days prior to the date of such meeting. The Association shall adopt by-laws to govern the organization, meeting, election and tenure of officers and other matters. The Association shall elect members to the Board of Directors, and the Board of Directors shall elect a President, Vice-President, Secretary-Treasurer, and such other officers and committees as it may choose, and fix and determine their respective duties and authority. The Board of Directors shall be and constitute the Associations Architectural Control Committee. This Association shall have the duty and authority to take such steps as may be necessary or desirable from time to time to keep the streets, public drive, dams and culverts, and any areas in the Addition that may be conveyed to the Association or be subject to its control, and including sewers, lights, lighting system and other matters affecting the Addition and said tract as a whole, in good repair and condition and to make improvements thereof, including authority to provide for the cutting of grass and weeds, the removal of ice and snow, spraying for insects, and to make contracts to accomplish such purposes in the name of the Association. A proper record shall be kept by the Secretary of all action taken by said Association and of all contracts entered into for the above purposes and of all expenses

incurred in connection therewith, and at a meeting of the Association duly called for that purpose, the obligations incurred for such purposes shall be spread upon the record of the Association, and an assessment entered on the books of the Association against each of the lots in said Addition in an amount equal to their pro rate share of the total amount of the expenditures so approved. If desired, the Association may levy a similar assessment on each lot in the Addition for the purpose of raising a fund in advance to enable the Association officers to defray the cost of such repairs, and other proposed expenditures to provide for the common good and welfare of the Association and its members. This Association may be incorporated as non-profit Indiana corporation, in which event the powers and duties above set forth shall be transferred to it.

The Association's Architectural Control Committee, referred to throughout these Protective Restrictions, Covenants and Easements, shall initially be composed of the officers of such Association until the first Board of Directors of such Association is elected, after which the Board of Directors shall constitute the Architectural Control Committee.

17. MAINTENANCE CHARGE LIEN: The amount so assessed against each lot in said Addition and said tract shall be payable by the owners thereof to the Secretary-Treasurer of the Association within 15 days from the time that notice of such assessment has been mailed to them by the Secretary-Treasurer and each such assessment shall be and remain a

lien upon the respective lots against which the assessment is made until payment thereof to the Secretary-Treasurer. All payments of assessments shall be noted on the books of the Association and, on request, the Secretary-Treasurer shall furnish to any owner of a lot in said Addition and said tract certificate showing the assessment made upon said lot and the amount, if any, of such assessment remaining unpaid, and such certificate shall be relied upon by the lot owner and any prospective purchaser or accepting mortgagee upon a lot. The lien of said assessment may be foreclosed if unpaid and past due, the same as mortgages are foreclosed, without relief from valuation and appraisal laws and with reasonable attorney fees. In addition, such unpaid assessments may be collected by the Association by any other legal means, with the costs and expenses of such collections, including Court costs and reasonable attorney fees to be the obligation of such delinquent lot owner.

18. AMENDMENT: The above restrictions, covenants, and easements may be amended at any time by an affirmative vote of not less than 80% of all of the members of the Association, and the provisions of any such amendments shall become effective upon the recording by the Secretary-Treasurer of said Association of a copy of the resolution making such amendments in the office of the Recorder of Whitley County, Indiana.

19. ENFORCEMENT: Invalidation of any one of the foregoing easements, restrictions, limitations and protective covenants, by judgment

or court order shall in no way affect any of the other easements, restrictions, limitations and protective covenants, which shall remain in full force and effect. The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure, building, nuisance, or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to the individual and several owners of the lots subject to these Protective Restrictions, Covenants and Easements, and to their heirs and assigns.

IN WITNESS WHEREOF, the undersigned President and Secretary of Blue River Estates Subdivisions Association do hereby certify that the foregoing Protective Restrictions, Covenants and Easements were approved by an affirmative vote of not less than 80% of all the members of the Association as evidenced by the signature papers thereto which are on file with the office records of the Blue River Estates Subdivision Association. We do hereunto execute these Protective Restrictions Covenants and Easements on this 5th day of May, 1991.

BLUE RIVER ESTATES SUBDIVISIONS
ASSOCIATION

By: Susan Reynolds
President

Attest: Darlene Nelson
Secretary

ARCHITECTURAL CONTROL COMMITTEE (ACC)
PROCEDURES AND GUIDELINES
BLUE RIVER ESTATES SUBDIVISION

INTRODUCTION:

This document dated November 19, 2017 supersedes all previous ACC Procedures and Guidelines. Prior to submitting construction plans to the ACC, it shall be the responsibility of the requestor to contact the Whitley County Building Department (WCBD) to verify the need of construction permits. If required, it shall be the requestor's responsibility to obtain such permits upon acceptance of plans by the ACC. A statement that such verification either has been made or is in process shall accompany all submitted construction plans.

NEW CONSTRUCTION ADDITIONS OR IMPROVEMENTS:

Construction plans can be submitted to any board member of the ACC and must include the square footage along with front, rear, and side elevations of the structure. Only upon request by the ACC will construction materials need to be provided for approval. Exterior materials must be in harmony with existing homes and environment. New home construction must be done by a reputable professional builder. Plans submitted to the ACC will be retained for their permanent file. Any construction must be completed within 12 months.

Minimum Sq. Ft. Requirements:	Ranch	- 1,500 sq. ft.
	Split Level	- 1,750 sq. ft.
	Two Story	- 2,000 sq. ft.

ACCESSORY BUILDINGS:

One accessory building is allowed per lot with no storage of material outside the accessory building allowed. Size must not exceed 200 square feet; however, up to 360 square feet may be approved according to the waiver process detailed below. The exterior is to be in harmony with the home and environment. The type, size and location of the accessory building must be approved by the ACC prior to construction. Detached garages are prohibited.

FENCES:

Fences are required to enclose pools, ponds and other open areas of water. The style and height of the fence must be approved by the ACC. No wire, chain link or similar fence material will be approved. Dog shelters of chain link construction are prohibited unless enclosed by approved fence material or hidden from the view of the street and surrounding lots as determined by the ACC. Dog runs and kennel operations are prohibited.

HOME LANDSCAPING:

Landscaping should be in harmony with existing homes and environment. Fountains, statues, etc. of a permanent nature must be approved by the ACC. Final grade and seeding of lawns must be done within 12 months of home being occupied and/or completed.



TV SATELLITE DISHES:

Efforts must be taken to place satellite dishes in the least conspicuous location on the lot.

THE ACC HAS TEN (10) DAYS FROM RECEIPT OF ANY PLANS TO REVIEW SAME AND RESPOND.

WAIVER PROCESS:

Requests for waivers of these guidelines and procedures can be considered by the ACC. It is the intention of the ACC to accommodate proposals with due diligence in accordance with this document, the Blue River Estates Subdivisions Association Bylaws, and Protective Restrictions and the Covenants and Easements of Blue River Estates Subdivisions documents. The ACC shall not grant approval for any project which would result in a conflict with any existing Federal, State, and/or County code(s) and or regulation(s). With regard to submitted proposals, the ACC reserves the right to contact the WCBD as well as other governing agency organizations in regard to all related code compliance issues. For a waiver to be effective, any request of the ACC must also be accepted by the immediate surrounding neighbors with the right of the ACC to confer.

APPEALS PROCESS:

Should the ACC reject proposed plans, made by waiver or not, a further appeals process may be initiated by the Requestor. Please reference Article VII, Sections 1 - 4, of the Blue River Estates Subdivisions Association Bylaws regarding this process. Also, please reference relevant sections of the Protective Restrictions, Covenants and Easements of the Blue River Estates Subdivisions.



Dan Dahms:
BRE HOA President

4/19/18
Date:



Ted Tahmisian:
BRE ACC Chairman

4/19/18
Date:



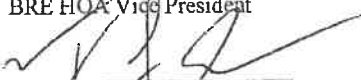
Gregg Palmer:
BRE HOA Vice President

4/19/18
Date:



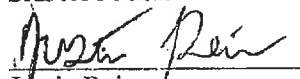
Todd Hammond
BRE ACC Member

4/19/18
Date:



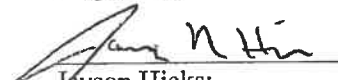
Trent Grable:
BRE HOA Treasurer

4/19/18
Date:



Justin Reimer
BRE ACC Member

4/19/18
Date:



Jayson Hicks:
BRE HOA Secretary

4/19/18
Date:

"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."

DAN DAHMS

Printed Name

PREPARED BY: DAN DAHMS
PRESIDENT
BLUE RIVER ESTATES ASSOCIATION

CROSS REFERENCE PLATS:
PB 005-013A
PB 00K-049A
1986040301
1988 090121
1988 090122