

**DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS,
EASEMENTS, AND APPROVALS APPENDED TO AND AS PART OF THE
DEDICATION AND PLAT OF SYCAMORE GROVE, SECTION I, A SUBDIVISION IN
CLEARSPRING TOWNSHIP, LAGRANGE COUNTY, INDIANA**

THIS DECLARATION (the “Declaration”) is made and entered into by Club 720 Development Corporation, an Indiana corporation, under the following circumstances:

A. Club 720 Development Corporation (“Developer”) is the owner of certain real property located in Clearspring Township, LaGrange County, Indiana, as more particularly described in Exhibit “A” attached hereto, and desires to create thereon a residential community with residential lots numbered 1-77 inclusive, open spaces, and other common facilities for the benefit of the community.

B. All streets and easements reflected on the final Plat of Sycamore Grove, Section I, or as otherwise described herein are expressly dedicated to public use for their usual and intended proposes.

C. Developer further desires to provide for the preservation of the values and amenities in said community and for the maintenance of certain open spaces and other common facilities; and, for such purposes, Developer desires to subject the real property described on the Plat, attached hereto and incorporated by reference herein, to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and the Owners thereof.

D. Developer shall cause the Association to be formed under the laws of the State of Indiana and shall delegate to the Association all the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants, conditions, and restrictions herein contained, and collecting and disbursing the assessments and charges in connection with each Lot as hereinafter provided.

NOW, THEREFORE, Developer hereby declares it is the owner and developer of real estate described in Exhibit “A” and does hereby layoff, plat and subdivide said real estate in accordance with the Plat, to be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I

Definitions

The following words when used in this Declaration, or any supplemental Declaration, shall have the following meanings:

(a) “Architectural Control Committee” shall mean the body designated herein to review plans and to grant or withhold certain approvals in connection with improvements and developments on Lots.

(b) “Articles” shall mean the Articles of Incorporation filed with and approved by the Indiana Secretary of State for the formation of the Association, and all amendments to those Articles.

(c) “Association” shall mean and refer to Sycamore Grove Community Association, Inc., its successors and assigns.

(d) “Board of Directors” or “Board” shall mean the duly elected board of directors of the Association.

(e) “Bylaws” shall mean the Bylaws initially adopted by the Association and all amendments and additions thereto.

(f) “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Owners in the Subdivision, as shown on the respective Plat of said Subdivision, and as may be added in accordance with Article III, Section 4 of this Declaration.

(g) “Developer” shall mean Club 720 Development Corporation, its assigns, successors, or successors in interest, and any person, firm, or corporation, designated by it or its said successor or successor in interest.

(h) “Dwelling Unit” shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

(i) “Lot” shall mean any of said Lots as platted or any tract of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots, upon which a dwelling may be erected in accordance with this

Declaration as hereinafter set forth.

(j) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Plat, including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

(k) “Plan Commission” shall mean the plan commission of LaGrange County, Indiana, or any successor agency thereto with zoning jurisdiction over the Real Estate.

(l) “Plat” shall mean the recorded secondary plat of Sycamore Grove, Section I, and any amendments thereto.

(m) “Property” or “Properties” shall mean and refer collectively to each section of the Sycamore Grove development as it may be changed from time to time.

(n) “Real Estate” shall mean the property described in Exhibit “A” attached hereto and designated on the face of the Plat.

(o) “Restrictions” or “Declaration” shall mean and refer to this Declaration of Protective Restrictions, Covenants, Limitations, Easements, and Approvals appended to as part of the Dedication and Plat of Sycamore Grove, Section I, as amended from time to time.

(p) “Subdivision” shall mean Sycamore Grove, Section I, a Subdivision located in Clearspring Township, LaGrange County, Indiana.

ARTICLE II

Sycamore Grove Community Association, Inc.

Section 1. Organization. The Association has been organized as a nonprofit corporation by the filing of Articles and adoption of Bylaws.

Section 2. Membership and Voting Rights. Every Owner of a Lot located in the Subdivision shall be a member of the Association, together with all other Lot Owners in the Subdivision. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 3. Classes of Membership. With respect to each matter on which an Owner is entitled to vote, the Association will have two (2) classes of voting membership:

(a) Class A. Class A membership shall consist of all Owners, together with all other Lot Owners in the Subdivision, exclusive of the Developer. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as its Owners among themselves determine; but in no event shall more than one (1) vote be cast with respect to a Lot.

(b) Class B. Class B membership shall consist of the Developer and its successors. The Class B member(s) shall be entitled to forty-six (46) votes for each Lot the Class B Member owns. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when fee simple title to all Lots in the Subdivision has been conveyed by Developer;

(ii) when Developer executes and records an irrevocable disclaimer of its Class B membership; or

(iii) Seven (7) years after the recording of this Declaration.

Section 4. Membership Transfer. Membership in the Association will transfer from the Developer or its successor in interest to the Owner upon delivery of the deed to Owner's Lot.

Section 5. Continuing Memberships. The Owner of any Lot shall continue to be a member of the Association so long as such Owner continues to be the Owner of a Lot for the purpose herein mentioned. Membership shall pass with the transfer of title to the Lot.

Section 6. Transfer of Membership Rights and Privileges in the Association. Each Owner of a Lot shall be a member of the Association and have the right to the Owner's vote and privileges. No assignment of membership shall relieve an Owner of the Lot from the obligation to pay any Assessment authorized by this Declaration.

Section 7. Board of Directors. The Association shall be managed by its Board of Directors. The initial Board of Directors shall consist of three (3) directors, all of whom shall be designated by the Developer. At such time as all classes of voting membership have been converted to Class A membership, pursuant to Article II Section 3, hereinabove, the directors designated by Developer shall resign. Thereafter, the Association shall annually designate not less than three (3) directors; and each such director shall have an equal vote.

ARTICLE III

Common Area; Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any Assessment against said Owner's Lot remains unpaid; and for a period not to exceed ninety (90) days for any infraction by said Owner, or the Owner's family, tenants, contract purchasers for invitees of its published rules and regulations after a hearing by the Board of Directors of the Association;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members of the Association agreeing to such dedication or transfer has been recorded; and

(d) the right of the Association to charge a fine, said set amount to be determined by the Board of Directors of the Association, for any violation of these Restrictions and/or any violation of the published rules and regulations.

Section 2. Effect of Nonpayment of Fines: Remedies of the Association. If any Owner shall fail, refuse, or neglect to make any payment of any fine when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid fines to be due and payable, with interest as aforesaid, and file a Written Notice of Lien against the Lot in the office of the Recorder of LaGrange County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest, and any costs of collection. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or may do both. In any successful action, the Association shall be entitled to recover all of its costs and expenses. No Owner may waive or otherwise escape liability for the fines provided for herein by non-use of the Common Area, facilities, or abandonment of the Owner's Lot.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, said Owner's right of enjoyment to the Common Area and facilities to the members of his family, tenants or contract purchasers who reside on the Owner's Lot.

Section 4. Additions to Common Area. Until the last Lot is sold and management of the Subdivision is turned over to the Association, the Developer reserves the right to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

ARTICLE IV

Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual Assessments; (2) special Assessments; and (3) tax recoupment Assessment. Such Assessments shall be established and collected as hereinafter provided. The annual, special, and tax recoupment Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual Assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the Owners in all sections of Sycamore Grove, including, but not limited to, the improvement and maintenance of the Common Area, maintenance of street lighting, maintenance of the sprinkling system situated in the Common Area, storm water detention basins, outlet pipes and water level control structures, removal of snow from the streets, maintenance of streets, including curbs and public sidewalks (excluding maintenance of sidewalks located on a Lot), purchase of irrigation water for Common Areas, mailbox maintenance, taxes, accounting and professional fees, garbage removal (as applicable), and any additional maintenance of any and all Properties owned by the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the first conveyance by Developer of a Lot, the maximum annual assessment shall be Five Hundred and No/100 Dollars (\$500.00) per Lot. The amounts contained herein are provided solely for the purpose of determining the initial annual assessment to Lot Owners and are subject to change from time to time both as to the amount and as to their relation to the total annual assessment.

- (a) From and after the first day of the Association's fiscal year in the year

immediately following the recording date of this Declaration, the maximum annual Assessment may not be increased each year more than twenty percent (20%) above the maximum annual Assessment for the prior year, without the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

(b) The Board of Directors of the Association may fix the annual Assessment at an amount not in excess of the maximum without the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

Section 4. Special Assessments. In addition to the annual Assessment authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, (1) the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; (2) any budget shortfall; or (3) emergency need of the Association, provided that any such Assessment shall have the vote or written assent of fifty-one percent (51%) of the members of the Association.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Any action authorized under Article IV, Sections 3 and 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite fifty-one percent (51%) of the members, members who were not present in person or by proxy may give their assent in writing, providing the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special Assessments for the Association must be fixed at a uniform rate for all Lots and may be collected on a monthly or yearly basis as the Board of Directors may determine from time to time.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual Assessment provided for herein shall commence as to all Lots (excepting Lots owned by the Developer) on the first day of the applicable fiscal year. The Board of Directors of the Association shall fix the amount of the annual Assessment against each Lot for each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate or other written confirmation provided on behalf of the Association setting forth whether the Assessments on a specified Lot have been paid.

Section 8. Tax Recoupment Assessments. In addition to all other Assessments provided for in this Article, the Association may levy in any Assessment year, an Assessment

("Tax Recoupment Assessment") applicable to that year only for the purpose of defraying, in whole or in part, any cost or expense incurred by the Association in the form of a tax, and/or penalty, and/or interest on a tax imposed upon, assumed by, or assessed against the Association or its properties, and arising out of or in any way related to the acceptance of title to, the ownership of, and/or operation or maintenance of any plant or equipment (including utility lines, lift stations and other property) for the transmission, delivery or furnishing of water, or for the collection, transmission and disposal of liquid and solid waste and sewage, and/or the ownership of any real estate or easements or other rights with respect to real estate owned and/or possessed in connection with such plant or equipment.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment is not paid within thirty (30) days after the due date, a late fee of \$50.00 beginning from the due date, shall be levied by the Board of Directors for each month the assessment is unpaid. The Association, on approval by the Board of Directors, or Developer if no association and/or board of directors has been formed at that time, may, at any time after a delinquency has continued for two (2) months, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. Any officer of the Association or Developer, if appropriate, is authorized to execute any documents required to effect such action. Any such action shall include subsequent unpaid assessments and/or late charges. There shall be added to the assessment all costs and expenses, including attorney fees required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of the Dwelling Unit.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Areas, as defined herein;
- (c) All areas reserved by Developer on the recorded Plat of the Properties;
- (d) All Lots owned by Developer or any successor Developer appointed in the manner prescribed in this Declaration; and
- (e) All Lots owned by a residential contractor licensed in LaGrange County, Indiana, as such and who holds title to a Lot for the purpose of constructing a Dwelling Unit on said Lot but not residing thereon. The exemption afforded contractors under this Section 10(e) shall be limited to twelve (12) months following said contractor taking title to a Lot. Should construction not commence on the subject Lot within said twelve- (12-) month period, the contractor shall be required to grade and seed the Lot and pay any

assessment imposed on Owners of unimproved Lots set forth in Article IV hereof until such time as construction shall commence.

ARTICLE V

Architectural Control

Section 1. Composition of Architectural Control Committee. Until the last Lot has been sold by Developer, or seven (7) years after the recording of this Declaration, whichever occurs first, the Architectural Control Committee shall consist of three (3) individual members designated by the Developer from time to time, each having an equal vote. During this time, the Architectural Control Committee membership will include representation from the Town of Topeka Redevelopment Commission and/or Town of Topeka. The committee will be appointed as follows: 1. One member appointed by the Topeka Town Council from its membership or employees; 2. One member from the Topeka RDC from its membership (but not a Town Council member), or a designee; and 3. One member from Developer, employee or designee. Appointments shall be made annually. After the last Lot has been conveyed by the Developer to an Owner, the Architectural Control Committee shall consist of three (3) persons designated by the Board of Directors of the Association. Prior to the appointment of the members of the Committee by the Developer, the Developer shall possess the authority of the Committee as set forth herein.

Section 2. Architectural Review Process. No building, improvement, construction, excavation, wall, drain tile, swimming pool or spa, pool house, tennis court, auxiliary building, basketball hoop, exterior lighting, swing set, play equipment, statues, lawn ornaments, landscaping, or other structure, intended either for ornamentation, leisure, recreation, or fitness shall be commenced, erected, altered, or maintained upon any Lot, nor shall any exterior addition to or change or alteration of any Dwelling Unit be made until two (2) sets of plans, and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee. All approvals shall be requested by submission to the Architectural Control Committee of plans and specifications in duplicate, showing the following:

- (a) The Dwelling Unit, and other improvements, access drives, and other improved areas, and the locations thereof on the site;
- (b) Plans for all floors and elevations, including projections and wing walls;
- (c) Exterior lighting plans, specifically including proposed locations of all exterior light fixtures and spot lights;
- (d) Walls and screening;

- (e) Patios, decks, and porches;
- (f) Landscape plan showing size and species of proposed plantings;
- (g) All other improvements on said Lot;
- (h) Existing and proposed land contours and grades; and
- (i) All proposed materials and colors.

The Architectural Control Committee shall review all plans to ensure that the proposed external changes align with community aesthetics. The timeline for the Architectural Control Committee's review shall be thirty (30) days from receipt of a completed submission. If the Architectural Control Committee denies the request, the Owner(s) may appeal the Architectural Control Committee's decision to the Board of Directors for a final determination within thirty (30) days from the date of the Architectural Control Committee's decision. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed satisfied.

Section 3. No Liability. Neither the Developer, the Architectural Control Committee, the Association, nor any member, officer or director thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee, the Association, or the Developer to recover any damages or to require the Committee or the Developer to take or refrain from taking, any action whatsoever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and or approval of any such plans or the buildings or structures described therein.

Section 4. Construction Completion. Every Dwelling Unit on any Lot shall be completed within eighteen (18) months after the beginning of such construction. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or

damage. Notwithstanding anything contained herein to the contrary, an Owner may request a variance of such completion requirements from the Architectural Control Committee, which may grant or deny such variance based on the complexity of construction, the size of the Dwelling Unit, and such additional criteria as the Architectural Control Committee may determine in its sole discretion.

ARTICLE VI

General Provisions

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) attached or detached single-family Dwelling Unit not to exceed two (2) stories in height.

Section 2. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows, may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes, is consistent with the provisions of the LaGrange County zoning ordinance, and does not change the character thereof. No signs shall be permitted related to such home occupations. The Association celebrates diversity and strives to be inclusive. Therefore, these home occupation guidelines are designed to support a wide range of home-based businesses, promoting economic diversity and innovation within the Subdivision.

Section 3. Building Sizes. No Dwelling Unit shall be built on any Lot having a living area of the main structure, exclusive of one-story open porches, breezeways, basements, or garages of less square footage than indicated below:

- (a) All one-story structures built on a slab foundation shall have a minimum of 1,500 square feet;
- (b) All two-story (and taller) structures shall have a minimum of 1,900 square feet;
- (c) Duplex residences shall have a minimum of 1,000 square feet on each Lot.

Section 4. The Architectural Control Committee will have ——final approval to assure that all Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials, and are consistent with the overall aesthetics of the subdivision . The Association encourages the use of sustainable building materials and renewable energy sources. Solar panels, rainwater harvesting systems, and

eco-friendly landscaping are highly recommended and supported by community standards; provided, however, that the location and design of such systems and related equipment, and modifications to same, shall require Architectural Control Committee approval pursuant to Article V. Commercial solar panels (e.g., panels that are designed to collect and distribute energy for sale to customers) shall not be permitted.

Section 5. Building Setback. No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line or the rear property line than the minimum building setback lines shown on the recorded Plat. There shall be permitted a zero (0) side yard setback for the adjoining wall of any duplex constructed on a Lot, as permitted by the LaGrange County Plan Commission.

Section 6. Flood Protection Grade. No Dwelling Unit or other structure or improvement shall be constructed or maintained in violation of the flood protection grades established on the recorded plat for each Lot so that the minimum elevation of the first floor, and the minimum sill elevation for any opening into the dwelling equals or exceeds the minimum flood grade protection elevation. The flood grade protection levels have been approved by the LaGrange County Surveyor's office and are to minimize potential damage from flooding, surface water and rain events.

Section 7. Sidewalks. A five feet (5'0") in width sidewalk within the street right-of-way is required in front of all Lots within the Subdivision. Any installation of a sidewalk in a designated Common Area shall be the responsibility of the Developer. Installation of said sidewalks shall be the obligation of the Owner of any such Lot, exclusive of the Developer, and shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such Lot. The cost of said installation shall be a lien against any such Lot enforceable by the Plan Commission. Should such Certificates of Occupancy be issued to the Developer, said individual or corporation shall be considered an Owner for the purposes of the enforcement of this covenant. Operation of motorized vehicles is not permitted on the sidewalks or pass-through easements in the Subdivision. This excludes wheelchairs or other devices employed by persons with physical disabilities. Each Owner shall be solely responsible for the snow and/or ice removal of the sidewalks on or crossing such Owner's Lot(s).

Section 8. Driveways. All driveways from the street to the garage shall be poured concrete or masonry and not less than twelve (12) feet in width.

Section 9. Yard Lights. A dusk-to-dawn light (or gas light) of type and location approved by the Architectural Control Committee shall be installed by the builder or Lot Owner on each Lot in front of the front building line and shall at all times be maintained and operational. Said yard light or illuminating device shall be illuminated at all times other than daylight hours.

Section 10. Maintenance of Lots and Dwelling Units. No Lot or Dwelling Unit shall be permitted to become overgrown, unsightly, or to fall into disrepair.

(a) Maintenance: Dwelling Units shall at all times be kept in good condition and repair, in like-new condition (normal wear and tear excepted) and adequately painted or otherwise finished in accordance with specifications established by the Association. Exterior trim, doors, windows, lintels, and any other exterior materials on the Dwelling Unit shall not have faded, peeling, cracking, or blistering paint, stain, or any other type of finish. Any rust on the Dwelling Unit's exterior must be promptly and properly repaired.

(b) Landscaping: All landscaping, including, but not limited to, shrubs, flowers, trees, and grass, must be properly fertilized and maintained. All shrubs, trees, grass, and plantings of every kind shall be kept well maintained, properly cultivated, and free of trash, weeds, and any other unsightly material. Lawn grass must not exceed five inches (5") at any time from April 1 through October 31 ("Growing Season"), or as the Association stipulates. Public walks, private driveways, patios, shrub beds, and trees on Owner's Lot must be edge trimmed at least once per month during said Growing Season. Shrub beds must be mulched annually or have sufficient ground cover planted and growing so as to eliminate the need for mulch. Throughout the year, all shrubs, trees, grass, and plantings of every kind must be watered as necessary in order to maintain the proper color, shape, and size of said landscaping. Grass shall be adequately watered so as not to appear brown at any time during the time period May 1 through September 30. Trees on Owner's lot must be properly pruned so as to maintain the health of the tree, eliminate dead wood, and stimulate proper growth. All landscaping plans (including size and type of plantings) must be approved by the Architectural Control Committee, as stipulated in Article V, including any additions to existing landscaping the Owner may wish to perform.

(c) Common Area Maintenance and Repair. Each Owner covenants and agrees not to (i) cause any damage to any improvement which the Association has the responsibility to maintain, repair, and/or replace; or (ii) undertake unauthorized improvements or modifications to the Common Areas.

Section 11. Dwelling Unit Exterior. All windows, porches, balconies, and exteriors of all Dwelling Units shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted. On lot parking shall be confined to the Driveway as installed or expanded with Architectural Control Committee approval.

Section 12. Effect of Improper Maintenance: Remedies of Association. Each Owner, for himself and his successors and assigns, hereby grants to the Association, jointly and severally, the right to make any necessary alteration, repairs, or maintenance approved by the Architectural Control Committee to carry out the intent of this provision and further agrees to

reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly Assessments pursuant to Article IV, above, and such amounts shall become a lien upon the Lot and be subject to the same collection rights and remedies granted to the Association in Article IV.

Section 13. Nuisances. No noxious or offensive activity (in the sole opinion of the Board of Directors of the Association) shall be carried out upon any Lot or Common Area within the Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells, or other sound devices shall be located, used, or placed on a Lot which are audible from the street or any other Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

Section 14. Temporary Structures; Storage; Sheds. Except as provided in Section 26, no structure of a temporary character, trailer, box truck, semi-truck, commercial vehicle, recreational vehicle (RV), camper shell, all-terrain vehicle (ATV), camper or camper trailer, detached basement, tent, shed, or shack shall be used or located on any Lot, or adjacent to any Lot, public street or right-of-way with the Subdivision at any time, or used as a residence either temporarily or permanently.

Section 15. Signs. The only signs permitted on any Lot shall be the following:

(a) two (2) signs of not more than fifteen (15) square feet advertising such Lot for sale by the builder or Developer during the construction and sales period.

(b) if the Owner wishes to sell the Dwelling Unit and Lot at a later date, one (1) realtor sign advertising said property is allowed, not more than six (6) square feet in size. However, no for sale signs shall be placed at the front of the Subdivision advertising a home for sale.

(c) if Owner wishes to host an open house, an attractive, well-maintained "Open House" sign, not more than six (6) square feet in size, may be installed and maintained during the day of such open house. However, the "Open House" sign is to be removed upon the end of the Open House time period.

(d) signs as defined in Ind. Code § 32-21-13-3 provided that, with respect to such signs, the Owner may not display more than three (3) signs on the Owner's Lot at any given time, each sign must be no larger than six (6) square feet, the sign(s) may be

displayed no longer than thirty (30) days before and five (5) days after the election to which the sign relates, and the sign(s) must be located entirely on the Owner's Lot.

No signs shall be permitted to be located in the Common Areas or street right of way, including advertising the sale of a Lot, except for such signage required by a governmental entity, allowed by the Board of Directors, and except for signage advertising utilized exclusively for the Developer. No other signs shall be permitted.

Section 16. Radio and Television Antennae. No radio or television antennae shall be attached to the exterior of any Dwelling Unit. No free-standing radio or television antennae shall be permitted on any Lot. No television receiving dish or any other type of dish that exceeds two (2) feet in diameter shall be permitted on any Lot or on any Dwelling Unit. Any dish complying with aforementioned dimensions must not be visible from the street and must be discreetly installed in the rear of the Dwelling Unit. If necessary, landscaping and/or other means of hiding the dish from view may be required. Any application must receive approval from the Architectural Control Committee prior to installation, per the stipulations and guidelines set forth in Article V of this Declaration.

Section 17. Drilling, Refining, Quarrying, and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 18. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on a Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In case of a dispute or disagreement, the Architectural Control Committee is herewith granted the authority to conclusively determine whether an animal is or is not a permitted household pet. Any permitted household pet shall be leashed or otherwise similarly constrained at all times when it is taken off of the respective Owner's Lot, or when it is outside of any fenced in (including, underground invisible fences designed for pets) portion of such Lot. Further, no household pet shall reside predominantly outside of the Dwelling Unit (which, for purposes of this Section 18 shall mean spending an average in excess of eight (8) hours (consecutive or non-consecutive) within any given twenty-four (24) hour period, or otherwise as may be reasonably determined by the Board of Directors). No Owner may keep any household pet outside of their Dwelling Unit if such pet would cause a violation of Section 13 above by way of the noise generated or caused by such pet (e.g., no barking dogs may be continuously left outside on any Lot). No hunting, trapping, gaming or similar activity which utilizes any type of firearm, bow and arrow or similar type of weapon, hunting or trapping device, of any kind, shall occur upon any Lot or within the Subdivision, except: (a) to the extent necessary in the event of immediate and likely harm to individual health and safety to an Owner, its guests or invitees upon said Owner's Lot or within said Owner's Dwelling Unit; or (b) to the extent necessary to provide periodic pest control within

a Dwelling Unit or upon a Lot which is deemed to be usual and customary for residential living within northeast Indiana.

Section 19. Fires. No outdoor fires for the purpose of burning leaves, grass, or other forms of trash shall be permitted to burn upon any street, roadway, or Lot in this Subdivision. No outside incinerators shall be kept or allowed on any Lot. Notwithstanding the foregoing, exterior fireplaces shall be permitted with the prior approval of the Architectural Control Committee and wood burning or propane firepits shall be permitted subject to compliance with applicable local laws provided that they are used in a reasonable manner so as not to cause smoke, ash, or odors to drift onto or unreasonably interfere with neighboring Lots.

Section 20. Pools. No above ground pools. All pools must be approved by the Architectural Review Committee.

Section 21. Tennis, Basketball, and other Recreational or Leisure Facilities/Courts. No tennis court, basketball court, or any other leisure or recreation facility shall be placed or maintained on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article V.

Section 22. Swing Sets and Play Equipment. Neither swing sets nor play equipment will be permitted on any Lot without prior written approval from the Architectural Control Committee in accordance with Article V. Only high-quality, durable, and attractive units as defined by the Association will be considered for approval. Units must be maintained in like-new condition and cannot be placed until the location has been approved the Architectural Control Committee. Location chosen should reasonably attempt to minimize any detrimental effect to a neighbor's view of pond, ravines, wooded or landscaped areas.

Section 23. Fencing. Fencing shall be aluminum or black wrought iron style aluminum and may be no taller than 48 inches, subject to Architectural Review Committee approval and only in compliance with applicable regulations and the issuance of any required permits.

Section 24. Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within the Dwelling Unit or behind a 3 sided enclosed structure attached to the dwelling in a manner such that the containers are not visible from the street, such additional structure to be made of materials similar to the dwelling and approved by the Architectural Review Committee.

Section 25. Mailboxes and Newspaper Boxes. The Developer will determine the location, type, and installation of mailboxes. Newspaper boxes are not allowed, unless Developer decides to incorporate them into group mailboxes. Individual mail boxes (if allowed by the U.S. Post Office) must be of specific design and materials specified by the Developer and installed at

the Owner's expense. Group mailboxes, if utilized, will be supplied by the Developer and maintained by the Association.

Section 26. Vehicles and Parking. The following parking regulations shall apply to the Subdivision:

(a) All personal vehicles which can be appropriately parked within a standard size parking stall may be parked on the Properties but either legally in designated areas or within the dwellings driveway.

(b) No vehicles of any nature shall be parked on any portion of the Subdivision or a Dwelling Unit except on the surfaced parking area thereof.

(c) Parking is permitted on the street from time to time; however, street parking may not be used as a designated parking location for a period of longer than 24 hours, nor during periods of snow removal.

(d) No repair (including changing of oil) of a vehicle shall be made within the Subdivision except for minor repairs necessary to permit removal of a vehicle, unless they are made in the garage of the Dwelling Unit. However, washing or waxing of a vehicle is permitted outside the garage.

(e) Campers, recreational vehicles, ATVs, motorhomes, boats, watercraft, and trailers may be parked for a maximum of one 24-hour period per week to load and unload, maximum of fifteen (15) such periods per year. No unregistered motor vehicle shall be driven or operated on any of the Properties at any time for any reason.

(f) All motor vehicles must be (i) maintained so as to not create an eyesore in the community; (ii) be operable; and (iii) licensed unless stored within the Dwelling Unit continuously.

(g) The Board of Directors may make parking restrictions by rule and regulation.

If upon the Association's provision of notice an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Subdivision, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each Owner and vehicle owner provides the Association with the necessary consent to effect the tow. In the event the vehicle owner fails to pay such costs upon demand, the Association shall have the right to levy a charge for the costs against the Dwelling Unit and Owner in question, that is, against the Owner as the owner of the vehicle or for the Owner's family, lessees, guests, employees, or visitors as owner(s) of the vehicle (as such, the Dwelling

Unit Owner is liable for the vehicle violations of the Owner's family, lessees, guests, visitors, etc.), and the charge shall be collected as is provided for in this Declaration. The Association shall also have the right to seek compliance with this Section by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section.

Section 27. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained, or used in any Lots in this Subdivision, with the exception of a water well dedicated to an automatic sprinkler system.

Section 28. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the sanitary sewage system, which shall be a separate sewer system from the storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned storm water and surface water runoff sewer system.

Section 29. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install improvements serving such Lot as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, by the Association, or by any aggrieved Lot Owner in this Subdivision.

Section 30. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied, such user or occupier shall first obtain from the LaGrange County Zoning Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the LaGrange County Zoning Ordinance.

Section 31. Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots shall be owned by the same person, and such Owner shall desire to use two (2) or more of said Lots as a site for a single Dwelling Unit (because of home size, square footage, or other reason), said Owner shall apply in writing to the Architectural Control Committee or Board of Directors of the Association for permission to so use said Lots and their plans for constructing the building(s) upon such lot. If permission for such use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a Single Lot for the purpose of applying this Declaration to said Lots, so long as the Lots remain improved with one single Dwelling Unit. Notwithstanding the foregoing, each of the Lots constituting the site for such single Dwelling Unit shall remain as individual Lots for purposes of all Assessments permitted by the terms of

this Declaration. As such, the Owner will be assessed for each Lot used as a site for a single Dwelling Unit. All necessary State or County permits and approvals shall be lot owner's responsibility.

Section 32. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless seventy-five percent (75%) of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the LaGrange County Commission.

ARTICLE VII

Utility and Drainage Easements

Section 1. Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone, or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. All easements for public and municipal utilities and sewers as dedicated on the face of the Plat shall be kept free of all permanent structures and any structure, shrubbery, trees, or other installation thereon, whether temporary or permanent, shall be subject to the paramount right of the entities for which such easements are intended to benefit, to install, repair, maintain or replace their utility or sewage facilities. The removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them in damages or to restore the obstruction to its original form. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes.

Section 2. Surface Drainage. Surface drainage easements and Common Areas used for drainage purposes as shown on the Plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easement shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 3. Subsurface Detention Basin. The location of the subsurface detention basin is depicted on the Plat. The subsurface detention basin shall be considered Common Area and shall be maintained by the Association.

Section 4. Use of Public Easements. In addition to the utility easements herein described, the easements in the streets, as shown on the Plat, are hereby reserved and granted to the Developer, the Association, and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated herein, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain, and remove all and every type of gas main, water main, and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

ARTICLE VIII

Duration; Enforceability; Amendments

Section 1. Enforceability. The Association, any Owner, and the Developer shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Owners will receive a written notice of any covenant violations and have a 15-day period to address the issue before penalties are applied. Continued non-compliance may result in fines, as outlined in community guidelines.

Section 2. Right of Entry. The Developer, the Architectural Control Committee, and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purpose of determining whether or not the provisions of this Declaration are being complied with and exercising all rights and powers conferred upon the Developer, the Architectural Control Committee, and the Association with respect to the enforcement or correction or remedy of any failure of the Owner to observe this Declaration, and the Developer, the Architectural Control Committee, and the Association and such representatives shall not be deemed to have committed a trespass as a result thereof. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five (5) days prior to such entry.

Section 3. Non-Waiver. Failure by the Association or the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and shall not operate to deprive an Owner from enforcing said covenant or restriction.

Section 4. Partial Invalidation. Invalidation of anyone of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Covenants, Restrictions, and Extensions. The covenants and Restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date this Declaration are recorded, after which time they shall automatically be extended for successive periods of ten (10) years. These Restrictions may be amended upon and subject to the following terms and conditions:

(a) Until such time as Class B membership shall cease pursuant to Article II, Section 3(b) hereof, the Class B member(s) reserve the right to amend and revise the standards, covenants and restrictions contained in these Restrictions. Any such amendment by the Class B member(s) shall be effective when executed by the Class B member(s), approved by the Town of Topeka RDC, and recorded in the Office of the Recorder of LaGrange County, Indiana. No such amendment shall, however, (i) restrict or diminish the rights, nor disproportionately increase the obligations, of any Owner at the time the amendment becomes effective, or (ii) restrict or grant or establish any easement through, across, or over any Lot not owned by the Developer when the amendment becomes effective. The Class B member(s) shall also be entitled to amend these Restrictions to include additional land as part of the Real Estate subject to the covenants, restrictions and standards contained herein.

(b) After all Class B membership ceases to exist and has been converted to Class A membership, pursuant to Article II, Section 3(b) hereof, these Restrictions may be amended by a vote of not less than sixty percent (60%) of the Class A members, as evidenced by the minutes of a meeting called for the purpose of considering the amendment or by a written consent resolution signed by not less than sixty percent (60%) of the Class A members. Any such amendment approved in accordance with this Section shall take effect upon the recording of a written amendment executed by the President of the Association.

Section 6. Cost and Attorney's Fees. In the event the Association or Developer are successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, Assessment, or charge now or subsequently imposed by the provisions of these Restrictions, they shall be entitled to recover from the party against whom the proceeding was brought, the attorney's fees, and related costs and expenses incurred in such proceeding.

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IN WITNESS WHEREOF, Club 720 Development Corporation, as Developer of the Real Estate, has executed this document on the ____ day of _____, 2026.

“Developer”

Club 720 Development Corporation

By:
Title:

STATE OF INDIANA)

) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2024, personally appeared _____ in his/her capacity as _____ of Club 720 Development Corporation, and acknowledged the execution of the above and foregoing document as his/her voluntary act and deed on behalf of the Company for the purposes and uses set forth in this document.

Witness my hand and seal on this ____ day of _____, 2026.

_____, Notary Public
My Commission Expires: _____
My County of Residence: _____
My Commission Number: _____

This instrument prepared by Brandon J. Almas, Attorney No. 29810-41, Barrett McNagny LLP, 215 E. Berry Street, Fort Wayne, IN 46802.

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. /s/ Brandon J. Almas.

Exhibit "A"

Legal Description of Real Estate

Part of the Southwest Quarter of Section 30, Township 36 North, Range 9 East, Clearspring Civil Township, LaGrange County, Indiana, being part of a 36.84-acre parcel described in Document #18080501 and real estate described in Document #18120553, all as found in the Office of the Recorder of LaGrange County, Indiana and being described as follows:

Commencing at a Harrison Monument at the Northwest corner of said Southwest Quarter; thence South 00 degrees 25 minutes 52 seconds East (based on Indiana East State Plane Coordinate System (NAD'83(2011))), along the West line of said Southwest Quarter, 622.65 feet to the **Point of Beginning**; thence along the South and East boundaries of land described in Deed Record #1312-0515, for these five courses: North 89 degrees 34 minutes 08 seconds East through a #5 LA Taylor-capped rebar, 248.00 feet to a Taylor rebar; thence North 40 degrees 02 minutes 24 seconds East, 102.00 feet to a Taylor rebar; thence North 00 degrees 25 minutes 52 seconds West, 39.27 feet to a Taylor rebar; thence North 89 degrees 34 minutes 08 seconds East, 30.08 feet to a #5 rebar; thence North 00 degrees 22 minutes 18 seconds West, along said deed and its extension through a Taylor rebar, 505.45 feet to the North line of said Southwest Quarter; thence North 89 degrees 37 minutes 31 seconds East, along said North line, 1,654.97 feet; thence South 01 degree 37 minutes 31 seconds West, 112.43 feet; thence South 88 degrees 22 minutes 29 seconds East, 30.70 feet; thence South 01 degree 37 minutes 31 seconds West, 170.00 feet; thence North 88 degrees 22 minutes 29 seconds West, 104.01 feet; thence South 47 degrees 57 minutes 30 seconds West, 85.87 feet; thence South 42 degrees 02 minutes 30 seconds East, 3.75 feet; thence South 47 degrees 57 minutes 30 seconds West, 130.52 feet; thence South 07 degrees 05 minutes 22 seconds West, 47.57 feet; thence South 07 degrees 37 minutes 53 seconds East, 104.03 feet; thence South 19 degrees 27 minutes 11 seconds West, 90.97 feet; thence South 43 degrees 07 minutes 22 seconds West, 136.54 feet; thence South 47 degrees 19 minutes 36 seconds West, 178.71 feet; thence South 45 degrees 12 minutes 31 seconds West, 50.05 feet; thence South 42 degrees 57 minutes 34 seconds West, 94.31 feet; thence South 17 degrees 50 minutes 30 seconds West, 114.46 feet to a point on the South line of real estate described in Document #18120553; thence South 89 degrees 37 minutes 01 seconds West, along said South line, 289.70 feet to the Southwest corner of said real estate described in Document #18120553, located on the

East line of Golden Acres Subdivision, Section "C", recorded in Plat Book 5, page 9; thence North 00 degrees 15 minutes 22 seconds West, along said East line, and the East line of Golden Acres Subdivision, Section "F", a distance of 422.53 feet (423.20 feet recorded), to an open pipe at the Northeast corner of said Golden Acres Subdivision, Section "F", thence North 00 degrees 38 minutes 31 seconds West, 0.34 feet; thence South 89 degrees 28 minutes 34 seconds West, through a Doyle-capped rebar, 269.25 feet to a Doyle rebar; thence South 89 degrees 37 minutes 20 seconds West, 84.94 feet to a Doyle rebar; thence South 89 degrees 24 minutes 48 seconds West, 89.96 feet to a #5 rebar; thence South 89 degrees 32 minutes 15 seconds West, through a Doyle rebar, 279.92 feet to a Doyle rebar; thence South 88 degrees 55 minutes 39 seconds West, 175.23 feet to the Northwest corner of said Plat; thence North 89 degrees 19 minutes 55 seconds West, through a Taylor MAG nail, 182.36 feet to the West line of said Southwest Quarter; thence North 00 degrees 25 minutes 52 seconds West, along said West line, 48.85 feet to the Point of Beginning, **containing 28.470 acres**, more or less, and subject to easements and rights-of-way of record.