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79-06-14-101-032.000-023

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THREE MEADOWS SUBDIVISION, SECTION 1, PHASE 2**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THREE MEADOWS SUBDIVISION, SECTION 1, PHASE 2 (together with all amendments and supplements hereto and all restatements hereof, the "**Declaration**") made on October 24, 2022, by Citation Homes LLC, an Indiana limited liability company (together with its successors and assigns, the "**Declarant**").

RECITALS

WHEREAS, Declarant and the undersigned owners are owners of that certain real estate located in Tippecanoe County, Indiana, which is more particularly described in **EXHIBIT A** attached hereto and made a part hereof ("**Real Estate**"), upon which Declarant intends to develop a residential subdivision known as Three Meadows Subdivision, Phase 1, Section 2 ("**Development**").

Nov 30 2022

Robert A. Mantua RI

AUDITOR OF TIPPECANOE CO.

WHEREAS, the Real Estate was inadvertently made subject to a certain Declaration of Covenants, Conditions and Restrictions and By-Laws for the Three Meadows Community Association, Inc., dated August 28, 2019, and recorded in the Office of the Recorder of Tippecanoe County, Indiana on October 10, 2019, as Document No. 201919017719 (“**Original Declaration**”). The Original Declaration was amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions and By-Laws for the Three Meadows Community Association, Inc. dated August 22, 2022, and recorded in the Office of the Recorder of Tippecanoe County, Indiana on November 30, 2022 as Document No. 202222020746, whereby the Real Estate was deemed and made to be no longer bound by or subject to the Original Declaration.

NOW, THEREFORE, all of the Lots (defined below), as they are held and shall be held conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, are subject to the following restrictions, all of which are declared to be in furtherance of a plan for the improvement and sale of the Real Estate and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and each of the Lots situated therein. The restrictions set forth herein shall run with the Real Estate and shall be binding upon the Declarant, its successors and assigns, and upon the parties having or acquiring any interest in any part of the Real Estate. The restrictions set forth herein shall inure to the benefit of the Declarant and its respective successors and assigns.

The Owner of any Lot subject to these restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such Lot, or (ii) the active occupancy of any Lot, shall accept such deed, execute such contract and/or actively occupy such Lot subject to each restriction and agreement herein contained. By acceptance of such deed, execution of such contract, and/or actively occupying such Lot, each Owner acknowledges the rights and powers of Declarant and of the Association with respect to these restrictions and also for itself, its heirs, personal representatives, successors, and assigns, covenants and agrees and consents to and with Declarant, the Association, and the Owners of each of the Lots hereby affected to keep, observe, and comply with the terms and conditions hereof.

Declarant shall have, and hereby reserves the right, at any time, and from time to time, at any time prior to the expiration of the Development Period, to add to the Property and subject to this Declaration all or any part of the Additional Real Estate. Any portion of the Additional Real Estate shall be added to the Property, and therefore and thereby becomes a part of the Property and subject in all respects to this Declaration of all rights, obligations, and privileges herein, when Declarant places of record in Tippecanoe County, Indiana an instrument so declaring the same to be part of the property, which Declaration may be as part of a subdivision plat for any portion of the Additional Real Estate, or by an amendment or supplement to this Declaration. Upon recording of any such instrument on or before the expiration of the Development Period, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners of any Lots within such real estate shall be deemed for all purposes to have and be subject to all of the rights, duties, privileges, and obligations of owners of Lots within the Property. No single exercise of Declarant’s rights and option to add and expand the Property as to any part or parts of the Additional Real Estate, shall preclude Declarant from thereafter from time to time further expanding and adding to the Property to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Additional Real Estate so long as such expansion is accomplished on or before the expiration of the Development Period. Such expansion of the Property is entirely at the discretion of the Declarant and nothing contained in this Declaration or otherwise shall require Declarant to expand the Property beyond the Real Estate, or to any portions of the Additional Real Estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration.

ARTICLE I
Name

Section 1.1 **Name.** The name of the Development created by this Declaration shall be known and designated as Three Meadows Subdivision, Section 1, Phase 2.

ARTICLE II
Definitions

Section 2.1 **Definitions.** The following terms, when used throughout this Declaration, shall have the following meanings and definitions:

“**Act**” shall have the meaning given to it in the Articles.

“**Articles**” means the Articles of Incorporation of the Association, as amended and restated from time-to-time.

“**Association**” shall have the meaning given to it in the Articles.

“**Board**” shall mean the Board of Directors of the Association.

“**Bylaws**” means the Bylaws of the Association as amended and restated from time-to-time.

“**Common Area**” means: (1) those portions of the Real Estate, including improvements thereto, facilities and personal property owned, to-be-owned, leased or to-be-leased by the Association from time to time for the common use, benefit and enjoyment of the Owners, and (2) items (if any) deemed Common Area for maintenance purposes only. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Real Estate designated on the Plat as an “Outlot”, “Common Area”, or such other areas within the Real Estate that are not otherwise identified on the Plat as a Lot or street.

“**Common Expenses**” shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of all Common Area, and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses.

“**Development Period**” means the period of time commencing with Declarant’s acquisition of the Real Estate and ending when the Declarant sells the last Lot in the Development to a third-party purchaser.

“**Dwelling**” means any structure used as a single-family residential living unit located upon a Lot, including the garage and any appurtenances.

“**Lot**” or “**Lots**” means, as the context requires, any parcel or parcels of land designated as such upon the Plat or, after construction, that parcel of land upon which there is constructed a Dwelling. Subject to any necessary approval of the appropriate governmental authority, a “Lot” may contain portions of real estate greater or less than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling.

“**Member**” or “**Members**” shall have the meaning given to it/them in the Articles.

“**Outlot**” or “**Outlots**” means, where applicable, Outlot 4 and/or Outlot 5 of Three Meadows Subdivision, Section 1, Phase 2, as shown on the Plat, together with all future outlots of the Real Estate.

“**Owner**” means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Real Estate, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term “Owner” shall include the Declarant.

“**Plat**” means the Final Plat for Three Meadows Subdivision Section One, Phase Two, dated September 14, 2020, and recorded October 6, 2020, in Plat Book 10, page 128 as Document No. 202020020537, as the same may be amended or supplemented from time-to-time.

ARTICLE III Common Area; Easements

3.1 **Common Area.** The Common Area shall be conveyed to and accepted by the Association.

3.2 **Use of Common Area.** Every Owner shall have a nonexclusive right and easement of enjoyment, in common with all Owners, in any Common Area, which nonexclusive right and easement or enjoyment shall be appurtenant to and shall pass with title to every Lot (in the form of membership in the Association), subject to the following:

- a. the right of the Association to charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area;
- b. the right of the Board to promulgate reasonable rules and regulations governing the use of the Common Area including, without limitation, parking, swimming, boating, fishing (including the denial thereof of any such rights) and upon improvements, additions or alterations to the Lots and the Common Area;
- c. the right of the Association to suspend the right to the use of any recreational facilities, if any, by any Owner (i) for any period during which any assessment remains unpaid for more than six (6) months, and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations as determined by the Board;
- d. the rights of Declarant as provided in this Declaration;
- e. the right of the Association to mortgage any or all of the Common Area in accordance with the Act, the Articles, or the Bylaws;
- f. the easements reserved elsewhere in this Declaration (if any) and the right of the Association to grant further reasonable utility easements across and through the Common Area for the benefit of the Members;
- g. subject to the Act, the Articles, and Bylaws, the right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Board or as otherwise allowed pursuant to this Declaration;

- h. all other rights, obligations and duties as set forth in this Declaration.

Section 3.3 Delegation of Use. In accordance with the Bylaws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, and subject to the rights of others as set forth in this Declaration, any Owner may assign his or her right of enjoyment of the Common Area owned by the Association, to family Members, guests, tenants or contract purchasers who reside on the Lot.

Section 3.4 Management, Maintenance, and Control of Common Area. The Association shall be responsible for the management, control, maintenance, repair, and replacement of the Common Area. The Common Area shall be kept and maintained in good, attractive, safe and sanitary condition, order and repair.

Section 3.5 Access by Association. The Association shall have and is hereby granted a general right of access and easement across the Lots, at reasonable times and at any time in case of emergency, as reasonably required by the Association the Association's officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform the Association's obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the Real Estate and for so long as Declarant may be liable under any builder's warranty.

Section 3.6 Easements.

- a. Declarant hereby reserves unto itself during the Development Period, and thereafter unto any public or private utility, an undefined easement ("**Utility Easement**") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Dwelling constructed on the Real Estate. Any Utility Easement shall include all areas of the Real Estate outside any Dwelling, with the exception of any areas covered by chimneys, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. This Utility Easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.
- b. Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement and right-of-way in and to any Common Area used as a water retention or detention area, for the purpose of establishing and maintaining proper surface water drainage throughout the Real Estate, and an easement of ingress and egress through so much of the remainder of the Real Estate as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Real Estate, which such actions shall include the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of applicable law and of all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

- c. Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined sign and facilities easement (“**Sign and Facilities Easement**”) to install, erect, construct and maintain an entryway sign or signs, directional signs, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient anywhere upon the Real Estate (except upon any Lot after the first conveyance thereof). All such signs and facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.
- d. Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the following rights: the right to relocate, alter or otherwise change the location of any of the easements referenced in this Section 3.6 and any facilities at any time located therein or thereon; the right to grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility and similar purposes on or within any portion of the Real Estate, for the benefit of any part of the Real Estate; and, the right to describe more specifically or to change the description of any easement, license or right-of-way referenced above or now or hereafter existing on the Real Estate, by written instrument, amended plat or amendment to the Plat.

Section 3.5 Easements for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency-by-emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Common Area.

Section 3.6 Fee Title to Lot. The fee title to any Lot described as bounded by any street, lane, walkway, park, pond, lake, or any other common property which has not been dedicated or accepted by the public and the fee title to any Lot shown on the Plat as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to the Association to become a part of the Common Area.

Section 3.7 Platted Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, sewer easements, sanitary sewer easements and storm sewer easements, or any combination thereof (collectively, the “**Platted Easements**”), which are hereby reserved to the appropriate governmental entities and public utilities and private for the installation and maintenance of swales, ditches, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities. Purchasers of Lots in the Development shall take title subject to the Platted Easements. No Owner shall construct or have constructed on said Owner’s Lot any Dwelling, fence, or other structure within any part of the Platted Easements. It shall be the responsibility of the Association and the Owners of the areas enclosed within the Platted Easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the Plat by the appropriate governmental agency or department and the requirements of all drainage permits for the Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

Section 3.8 Defined Sign Easements, Mounding, Landscaping, and Screening. If there are strips of ground shown on the Plat for (a) mounding easements, (b) landscape or landscape maintenance easements, and/or (c) sign easements, then such strips of ground are reserved for same. Declarant hereby reserves unto itself during the Development Period, and thereafter unto the Association, any such easements for the purposes of: providing signs which either advertise the Real Estate and the availability of Lots; providing signs which identify the Development; or installing landscaping, mounding, and screening. Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground shown on the Plat as landscaping, mounding, and sign easements. No planting shall be done, and no hedges, walls, or other improvements shall be erected or maintained in the area of such easements except by the Declarant during the Development Period and, thereafter by the Association. No fences shall be erected or maintained in the area of such easements. Notwithstanding anything in this Declaration to the contrary, at any time during the Development Period no planting shall be done, and no hedges, walls, fences, structures, or other improvements shall be erected between any landscape easement or landscape maintenance easement, and any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Real Estate except by the Declarant.

Section 3.9 Street Dedication. All streets now or hereafter located upon the Real Estate have been or are hereby dedicated to the public.

ARTICLE IV Mowing; Landscaping; Snow Removal

Section 4.1 Mowing and Landscaping. The Association shall be responsible for providing the following landscaping for each Lot (“**Yard Maintenance**”); mowing; edging; and fertilizing. The cost of Yard Maintenance shall be a Common Expense.

Section 4.2 Snow Removal. The Association shall provide snow removal for driveways, front walkways, and front sidewalks on each Lot (“**Snow Removal**”); provided, however, that Snow Removal will only be provided when the snow accumulation reaches a minimum amount as determined by the Board. The cost of Snow Removal shall be a Common Expense.

ARTICLE V Annual Budget; Assessments

Section 5.1 Annual Budget.

- a. The Board shall prepare an annual budget for the Association (“**Annual Budget**”) that includes the estimated revenues and expenses for the budget year, and the estimated surplus or deficit as of the end of the current budget year.
- b. The Board shall provide each Member with a copy of the proposed Annual Budget or written notice that a copy of the proposed Annual Budget is available upon request at no charge to the Member. The Board shall also provide each Member with written notice of the amount of any

increase or decrease in a regular annual assessment (“Annual Assessment”) paid by the Members that would occur if the proposed Annual Budget is approved before a meeting of the Members held pursuant to Section 5.1.c. below.

- c. The Annual Budget must be approved at a meeting of the Members by a majority of the Members in attendance at a meeting called and conducted in accordance with the requirements of the Association’s governing documents; provided, however, that if the number of Members in attendance such meeting does not constitute a quorum as defined in the Articles or these Bylaws, the Board may adopt an annual budget for the Association for the ensuing year in an amount that does not exceed one hundred ten percent (110%) of the amount of the last approved Association annual budget.

Section 5.2 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot now or hereafter owned by Declarant, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association the following:

- a. Annual Assessments (for maintenance, repairs and ordinary operating expenses, including Common Expenses); and
- b. special assessments (“Special Assessments”) for capital improvements, operating deficits, maintenance of the storm drainage system, and for special maintenance or repairs as provided in this Declaration.

Annual Assessments and Special Assessments shall be established as set forth herein and/or in the Articles or Bylaws, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at ten percent (10%) per annum, costs and reasonable attorneys’ fees, shall be a charge on the Lot to which same apply and shall be a continuing lien upon such Lot. Each such assessment, together with interest, costs, and reasonable attorneys’ fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to such Owner’s successors in title unless expressly assumed by them.

Section 5.3 Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board, for the promotion of the recreation, health, safety and welfare of the residents of the Development, for the improvement, maintenance and repair of the Common Area and easements, for Common Expenses, for the performance of the obligations and duties of the Association, and for other purposes only as specifically provided herein. As and if necessary, a portion of the Annual Assessments may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area, and other capital improvements which the Association is required to maintain.

Section 5.4 Special Assessments for Capital Improvements and Operating Deficits. In addition to the Annual Assessments, the Association may levy Special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such Special Assessment shall have the consent of thirty percent (30%) of those Members of each class of Members who cast votes in person or by proxy at a meeting duly called for this purpose.

Section 5.5 Uniform Rate of Assessment. Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots, except that Declarant shall not pay the Annual Assessments and Special Assessments so long as any Dwelling constructed upon a Lot by Declarant has not been conveyed to an Owner intending to occupy or rent said Dwelling as a residence or leased to an individual or entity for use as a residence.

Section 5.6 Due Dates. The due dates for all assessments, and the assessment and collection period (i.e., annual monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an Officer (as said term is defined in the Bylaws) setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 5.7 Effect of Nonpayment of Assessments; Remedies. If any Annual Assessment or Special Assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor, there shall be a late fee charge of five percent (5%) of each such assessment in addition to any assessment due and owing. The entire unpaid assessment and late fee (together with interest thereon, costs and attorneys' fees as provided in this Declaration) shall be delinquent three (3) days thereafter and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the then Owner, and said Owner's heirs, devisees, successors and assigns (a written notice of lien against the Owner's Lot filed in the office of the Recorder of Tippecanoe County, Indiana, shall perfect the lien of the Association). The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any Annual Assessment or Special Assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of delinquency at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year, and 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 both. In such event, there shall be added to the amount of such assessment the costs and attorneys' fees of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area owned by the Association or abandonment of the Owner's Lot.

Section 5.8 Subordination of the Lien to Mortgages; Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such assessments have been paid.

ARTICLE VI
Use, Restrictions, and Architectural Control

Section 6.1 Lot Use and Conveyance. All Lots shall be used exclusively for single family residential purposes, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Real Estate generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which it may own from time to time for recreational or other common uses and benefit of all Owners and other Members of the Association. Any Lot or portion thereof so designated for common use shall become part of the Common Area and the Board may promulgate and enforce reasonable rules and regulations with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as provided in the Declaration, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.

Section 6.2 Architectural Control. No building, improvement, construction, excavation, landscaping, tree removal, lot clearance or outbuilding, swimming pool, spa, mailbox, fence, satellite dish, wall or other structure, except original construction of Dwellings by or on behalf of the Declarant, shall be commenced, erected or maintained upon the Real Estate, nor shall any exterior addition to, change, or alteration or repair due to casualty or otherwise therein, other than by the Declarant, be made until the plans and specifications showing the nature, kind, shape, height, materials, color 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 Declarant until the end of the Development Period unless sooner authorized by the Declarant and thereafter by the Architectural Control Committee (defined below). After the Development Period, or before as hereinabove stated, the Board may appoint three (3) or more representatives to an architectural committee ("**Architectural Control Committee**"). Any change in the appearance or the color of any part of the exterior of a Dwelling shall be deemed a change thereto and shall require the approval of the Declarant or a majority of the members of the Architectural Control Committee, as applicable. In the event that written approval is not received from the Declarant or the Architectural Control Committee, as applicable, within thirty (30) days after complete plans and specifications have been submitted to the Declarant or Architectural Control Committee, as applicable, approval shall be deemed to have been given. All approvals shall require the submission, to the Declarant or the Architectural Control Committee, as applicable, of plans and specifications in duplicate, showing the following:

- a. existing and proposed land contours and grades;
- b. the Dwelling, and other improvements, access drives and other improved areas, and the locations thereof on the Lot;
- c. all landscaping, including existing and proposed tree locations and planting area (and species thereof), mail boxes and exterior ornamentation;
- d. plans for all floors, cross sections and elevations, including projections and wing walls;
- e. exterior lighting plans including night security lights and wiring thereto;
- f. walls, fencing and screening;
- g. patios, decks, pools and porches; and

- h. mailboxes and newspaper delivery boxes which must be built to specifications furnished by Declarant.

Neither the Declarant, the Board, the Architectural Control Committee, 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 for any drainage problems resulting therefrom. Every person and entity who submits plans agrees, by submission of such plans, that such person will not bring any action or suit against the Declarant, the Association, or any member, manager, director, or officer thereof to recover any damages or to require the Declarant, the Association, or any member, manager, director, or officer thereof to take, or refrain from taking, any action whatever 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 Declarant or Architectural Control Committee for review, nor the approval thereof, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

Section 6.3 Leasing. Any Lot may be leased by its Owner pursuant to a written lease having a term of no less than twelve (12) consecutive months. In the event of any conflict between this Section 6.3 and Section 6.40 below, Section 6.40 below shall control.

Section 6.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any said Lots, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. No dog runs will be permitted in the Development.

Section 6.5 Outside Storage. All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept from view of neighboring homes and streets. No outside clothesline shall be erected, placed, or allowed to remain on any Lot. All rubbish, trash or garbage shall be regularly removed from a Lot, and shall not be allowed to accumulate thereon. Trash must be stored in enclosed containers. Unless specifically approved by the Architectural Control Committee in writing, no materials, supplies or equipment shall be stored on a Lot except inside a closed Dwelling or behind a visual barrier screening such areas so that they are not visible from neighboring streets or Lots.

Section 6.6 Setback Lines. Front building lines are hereby established as shown on the Plat. Between such front building lines and the right-of-way lines there shall be erected, placed or altered no structure or part thereof except fences in keeping with architectural style as specifically approved by the Declarant or the Architectural Control Committee, as applicable; provided, however, except that in no case will such fences be permitted on the public right-of-way. The building lines which are from public right-of-way lines are parallel to and measured perpendicularly from these public right-of-way lines.

Section 6.7 Side Setbacks. The minimum side yard and minimum rear yard requirements shall be those established by the applicable zoning and subdivision control ordinances and as shown on the Plat.

Section 6.8 Temporary Structures and Outbuildings. No structure of a temporary character, tent, shack, basement, garage, barn, trailer, boat trailer, truck, commercial vehicle, recreational vehicle,

camper shell, camper or camping trailer or other out-building shall be erected, placed, or altered upon any Lot for use as a residence either temporarily or permanently or at any time be used for such purpose.

Section 6.9 Motor Vehicle Repair. The repair of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot unless entirely within a garage permitted to be constructed by these covenants, conditions and restrictions.

Section 6.10 Nuisances. No noxious or offensive activities shall be carried on or be permitted to exist on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of the 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 the Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. Any structure or building permitted to be constructed on any Lot by this Declaration, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition, subject to the approval of the Architectural Control Committee, within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

Section 6.11 Home Service. No Lot shall be used for any purpose other than a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling and participated in solely by a member of the immediate family residing in said Dwelling, which use is clearly incidental and secondary to the use of the Dwelling for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling is being utilized in whole or in part for any purpose other than that of a Dwelling; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home service.

Section 6.12 Drains. No house footing drain or roof water drain shall be discharged into the sanitary sewers.

Section 6.13 Number of Dwellings. No more than one (1) single-family Dwelling shall be permitted on a Lot.

Section 6.14 Residential Use. Lots shall be used only for residential purposes and only as single-family dwellings, with attached two car garages at a minimum.

Section 6.15 Size. Subject to any further restrictions imposed by any recorded commitment, every single-family dwelling erected, placed, altered or maintained on any Lot within shall have a minimum living area exclusive of open porches, unfinished basements and attached garages of not less than the following number of square feet for the following types of dwellings. 1500 square feet for a single-story residence.

Section 6.16 Unsightly Growth. In order to maintain the standards of the Real Estate, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

Failure to comply shall warrant the Declarant or the Association to cut weeds or clear the refuse from the Lot at the expense of the Owner, and there shall be a lien against said Lot for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association or the Declarant may file suit and recover such amount together with reasonable attorneys' fees and costs of collection.

Section 6.17 Site Visibility. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and nine (9) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street curb.

Section 6.18 Parking. Owner's vehicles shall not be parked on any street in the Development. Guests of an Owner may park their vehicles on the streets in the Development for a period not to exceed forty-eight (48) hours. No vehicles shall be parked on grass or landscaped areas.

No semi-tractor trucks, semi-trucks, semi-tractor trailers, boats, campers or camper trailers, recreational vehicles, camper shell, all-terrain vehicles, mobile homes, disabled vehicles, inoperable vehicles, and/or trailers shall be permitted to park on any part of the Real Estate or a Lot unless fully enclosed in a garage, or unless the same is necessary and incident to the Declarant's, builder's or Association's business on the Real Estate.

Section 6.19 Rules and Regulations. The Board from time to time may promulgate further rules and regulations concerning the use of Lots and the Common Area. A majority of those Members voting at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board. Copies of all rules and regulations shall be furnished by the Board to all Members, at the Member's last known address, prior to the time when the same shall become effective.

Section 6.20 Development and Sale Period. Nothing contained in this Article VI shall be construed or interpreted to restrict the activities of Declarant in connection with the development of the Real Estate, the sale of Lots, and Declarant's construction of Dwellings on the Real Estate. During the Development Period, Declarant shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Real Estate at any time owned or leased by Declarant, as in the sole opinion of Declarant may be reasonable required, or convenient or incidental to, the development of the Real Estate, the sale of Lots, and the construction of Dwellings on the Real Estate; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Section 6.21 Outside Use of Lots. Except in an individual patio area appurtenant to a Dwelling, no planting or gardening shall be done, and no fences, hedges, wall or other improvements shall be erected or maintained upon a Lot except such as installed in accordance with this Declaration.

Section 6.22 Utility Improvements. 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 Development). Nothing herein shall be construed to prohibit street lighting or ornamental yard

lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling 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. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service. No Owner of any Lot shall grant to any person, firm or corporation or build or erect any utility or give the right or license or privilege to erect or build any utility to any person, firm or corporation desiring to serve by said utilities any land not in the Development except with the permission of the Declarant.

Section 6.23 Maintenance of Lots and Dwellings. No Lot and no Dwelling shall be permitted to become overgrown, unsightly or to fall into disrepair. All Dwellings shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Declarant. Each Owner, for said Owner and said Owner's successors and assigns, hereby grants to the Association, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the Architectural Control Committee to carry out the intent of this provision and they further agree 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 Annual Assessments, and such amount shall become a lien upon the Lot as provided in this Declaration.

Section 6.25 Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet, advertising such Lot for sale, or signs used by a builder to advertise such Lot during the construction and sales period.

Section 6.26 Building Materials. All Dwellings and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling or other permitted structure on any Lots and no roll roofing of any description or character shall be used as an exterior surface on the roof of any Dwelling or other permitted structure on any Lots. All Dwellings shall adhere to the architectural requirements as set forth on **EXHIBIT B** attached hereto and made a part hereof.

Section 6.27 Driveways. All driveways from the street to the garage shall be poured concrete, masonry or asphalt and not less than twelve (12) feet in width. All culvert pipe under driveways, if any, shall be capped at both ends with tapered metal end sections and meet the specifications of the City of West Lafayette, Indiana. All driveways shall be constructed and finished within one hundred twenty (120) days of the issuance of a certificate of occupancy by the appropriate governmental authority.

Section 6.28 Radio, Television Antennas, Disks and Solar Panels. No radio or television antenna shall be attached to any Dwelling. No free-standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish shall be permitted on any Lot or on any Dwelling except a dish or disk used for television reception may be placed on rear yard side of a Dwelling. No solar panels attached or detached shall be permitted.

Section 6.29 Permits and Certificates. Before any Dwelling may be used or occupied, such user or occupier shall first obtain from the City of West Lafayette an Improvement Location Permit and a Certificate of Occupancy as required by the West Lafayette Engineer.

Section 6.30 Pools and Hot Tubs. Above ground swimming pools are prohibited. No in-ground swimming pool or hot tub or spa may be placed or maintained on any Lot without the prior written approval of the Declarant or Architectural Control Committee, as applicable.

Section 6.31 Tennis Courts; Basketball Goals; Playground Equipment. Tennis courts shall be permitted only with the prior written approval of the Declarant or Architectural Control Committee, applicable. Basketball goals are prohibited in the Development. Playground equipment and structures such as, but not limited to, swing sets, trampolines, slides, and jungle gyms, is prohibited on all Lots.

Section 6.32 Fencing. The only fencing permitted shall be a privacy fence of not more than six (6) feet in height around an immediate backyard patio. In any event, all proposed fencing must be approved in writing by the Declarant or Architectural Control Committee, as applicable.

Section 6.33 Sheds. No sheds of any kind are permitted

Section 6.34 Time for Building Completion and Restoration. Every Dwelling shall be completed within twelve (12) 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.

Section 6.35 Right of Entry. The Declarant and the Association (acting through the Board or the Board's designee) shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling, whether prior to, during, or after the completion of, any construction, for purposes of determining whether or not the provisions of these restrictions are being complied with and exercising all rights and powers conferred upon the Declarant, the Architectural Control Committee and the Association with respect to the enforcement or correction or remedy of any failure of the Owner to observe the restrictions in this Declarant, and the Declarant, 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 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 6.36 Roof Shingles. All roof shingles shall be "architectural cut" roof shingles and the color of the shingles shall be weatherwood unless otherwise approved by the Declarant or the Architectural Control Committee, as applicable.

Section 6.37 Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwellings. The Declarant or Architectural Control Committee, as applicable, shall have the right to approve or disapprove materials and colors so controlled.

Section 6.38 Zoning and Subdivision. By way of limitation of the Unified Zoning Ordinance and Unified Subdivision Ordinance of Tippecanoe County, Indiana (as amended and restated from time-to-time), all requests for special exceptions and variances in this Subdivision shall be first approved by the Declarant or Architectural Control Committee, as applicable.

Section 6.39 Additional Standards. Notwithstanding any other provision of this Declaration, the Declarant or the Architectural Control Committee, as applicable, shall have the right, prior to the approval of the plans for the structure to be erected on any Lot, to make and fix set-back lines more stringent than those shown upon the Plat.

Section 6.40 **Transient Housing.** No Lot or Dwelling shall be leased as an Airbnb, VRBO, vacation rental, transient guest house, transient guest rental, transient guest room, or similar rental. The term “transient guest house” shall mean a primary use consisting of a dwelling house where none of the units are required to be owner-occupied, within which transient accommodations may be provided for rent for a period of less than three hundred sixty-five (365) days per calendar year. The term “transient guest rental” means an accessory use consisting of an owner-occupied Dwelling within which limited transient guest accommodations may be provided for rent for a period of less than three hundred sixty-five (365) days per calendar year, while the owner is not required to be present. The term “transient guest room” means limited transient guest accommodations within an owner-occupied Dwelling where up to a maximum of two (2) rooms may be rented and the owner must be present on site.

ARTICLE VII Maintenance, Repairs and Replacements

Section 7.1 **By Owners.** Except as specifically provided in this Declaration, each Owner shall furnish and be responsible for the maintenance of all portions of said Owner’s Lot. All fixtures and equipment installed within or as part of the Dwelling, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling is located, shall be maintained and kept in repair by the Owner of said Lot. Each Owner shall promptly perform all maintenance and repair of said Owner’s Lot and Dwelling which, if neglected might adversely affect any other Lot or Dwelling or any part of the Common Area. Such maintenance and repairs include, but are not limited to, all exterior surface, siding, roof, gutters, internal water lines, plumbing, electric lines, gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to said Owner’s Dwelling or Lot.

Section 7.2 **Common Area.** The Association shall maintain the Common Area. Such maintenance shall include, without limitation, fertilizing, mowing and replacing, when necessary, the grass, maintaining improvements within the Common Area, and maintaining Development entry signs. Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Area, if any damage is caused to Common Area as a result of the willful, intentional or negligent acts or omissions of an Owner or a member of said Owner’s family or of a guest, tenant, invitee or other occupant or visitor of such Owner (“**Owner Caused Damage**”), such Owner shall pay to repair, maintain, or replace the Common Area as determined by the Board, unless such Owner Caused Damage is covered by the Association’s insurance with such policy having a waiver of subrogation clause. Any costs or expenses incurred by the Association in connection with or as a result of Owner Caused Damage, shall be added to and become a part of the assessment to which such Owner’s Lot is subject. The authorized representatives of the Association (including, without limitation, the property manager for the Development) and the Board are hereby granted an easement for access upon and to any Lot as may be required in connection with maintenance repairs or replacements of or to the Common Area.

ARTICLE VIII Insurance

Section 8.1 **Liability Insurance.** The Association shall purchase a master comprehensive general liability insurance policy in such amount(s) as the Board shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, the Board, any committee of the Board, and all persons acting or who may come to act as agents, or employees of the Association or Board. Such policy or policies shall also cover all Common Area, public ways, and any other areas under the Association’s control or supervision. The premiums for all such liability policies shall be a Common Expense.

Section 8.2 Endorsement. The Association shall obtain an endorsement to their general liability policy for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association's endorsement shall name the Association as the obligee and the premium shall be paid as a Common Expense by the Association. Any management agent that handles funds for the Association shall be covered by its own bond or policy, which must provide the same coverage required of the Association. The Association shall be named as an additional obligee in the management agent's bond or policy. The bond or policy shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond or policy is in force. In addition, the coverage must at least equal one (1) year of Annual Assessments on all Dwellings, plus the Association's reserve funds. If available, the bond or policy must include a provision that calls for ten (10) days written notice to the Association or insurance trustee before the bond or policy can be canceled or substantially modified for any reason.

Section 8.3 Miscellaneous Insurance Provisions. The Association shall obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board shall be from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Association, the Board, and any managing agent acting on behalf of the Association. The premiums for all such insurance coverage shall be a Common Expense.

Section 8.4 Casualty and Restoration. Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner's Dwelling. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

Section 8.5 Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area or any improvements thereon damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a Special Assessment against all Lots for such deficiency.

Section 8.6 Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Real Estate. The action of the Board in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against any Owner for committing willful or malicious damage.

ARTICLE IX **Mortgages**

Section 9.1 Mortgagee Rights. In addition to any other rights provided elsewhere in this Declaration to mortgagees, any lender or lenders holding a first mortgage upon any Lot, jointly or singly, may pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any

policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this Section shall be entitled to immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 9.2 Notice to Mortgagees. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles, the Bylaws, or any other applicable documents, which default has not been cured within sixty (60) days. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided in this Declaration.

Section 9.3 Condemnation and Insurance Awards. No provisions of this Declaration (or any amendments hereto or restatements hereof) shall give an Owner, or any other party, priority over any rights of the first mortgagee of a Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

Section 9.4 Right of First Refusal. The Association DOES NOT have the "right of first refusal" to purchase any Dwelling. Any right of "right of first refusal" subsequently granted to the Association through amendment of this Declaration, the Articles, the Bylaws, or any other document governing the development and administration of the Properties must receive the prior written approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development. Any "right of first refusal" subsequently added in this Declaration, the Articles, the Bylaws, or any other document governing the development and administration of the Real Estate must not impair the rights of a first mortgagee to: (a) foreclose or take title to a Dwelling, and the Lot upon which the Dwelling is situated, pursuant to the remedies in the mortgage; (b) accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or (c) sell or lease a unit acquired by the mortgagee.

Section 9.5 Unpaid Dues or Charges. Any first mortgagee who obtains title to a Dwelling and the Lot upon which the Dwelling is situated, pursuant to the remedies in the mortgage or through foreclosure, will not be liable for the Dwelling's unpaid dues or charges accrued before the acquisition of the title to the Dwelling by the mortgagee.

ARTICLE X

Drainage

Section 10.1 Drainage. Assessments levied by the Association may be used, in whole or in part, for maintaining the storm water structures, storm water detention ponds, and drainage system, which shall be the obligation of the Association to maintain. In the event the Association fails to exercise its obligation for maintenance of the storm water structures, storm water detention ponds, and drainage system of the Development, the Tippecanoe County Drainage Board may perform such maintenance and take all other actions necessary for the proper maintenance of such storm water facilities. The cost of any such maintenance performed by the Tippecanoe County Drainage Board shall be paid by the Association. In the event the Association fails to pay such costs, the Tippecanoe County Drainage Board shall have the right to assess each Lot in the Development a proportionate amount for the costs of such maintenance and, if necessary, to file a Notice of Lien against such Lots in the Office of the Recorder of Tippecanoe County, Indiana. Such Notice of Lien shall perfect the lien of the Tippecanoe County Drainage Board for the proportionate share of costs of maintaining the storm water facilities and said lien shall have the same force and effect, and be enforced in the same manner, as a mortgage lien under Indiana law, and shall include attorneys' fees, title expenses, interest, and costs of collection.

In the event the storm water drainage system servicing the Development or servicing any property immediately adjacent to the Development shall become or be proposed to become a legal drain, each Owner of a Lot shall, by virtue of ownership, be deemed to agree and consent to the storm drainage system becoming a legal drain and to all legal requirements and assessments imposed by the Tippecanoe County Drainage Board and applicable drainage ordinances.

ARTICLE X General Provisions

Section 11.1 Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions set forth in this Declaration, Declarant, the Association or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions, and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 11.2 Severability and Waiver. Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

Section 11.3 Amendment. During the first twenty (20) years following its recordation, this Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Tippecanoe County, Indiana, approved and signed by at least ninety percent (90%) of the then Owners, and thereafter by an instrument signed by at least seventy-five percent (75%) of the then Owners; provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed at any time without Declarant's prior written approval. Except as prohibited below, this Declaration may also be amended by Declarant, if it then has any ownership interest in any part of the Real Estate, at any time within four (4) years after the recordation of this Declaration. Any amendment must be recorded. Neither the Association, the Owners, or Declarant shall effect any of the following changes without the prior written approval of two-thirds (2/3) of the first mortgagees of the Lots (based upon one (1) vote for each mortgage owned) and two-thirds (2/3) of the Owners of Lots (excluding Declarant):

- a. by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area; provided, however, that the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area is not a transfer in the meaning of this clause;
- b. change the method of determining the obligations, assessments, dues or other charges that may be levied per the terms hereof;
- c. by act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Dwellings, the exterior maintenance of Dwellings, the maintenance of the Common Area, party walks, common fences

and driveways, and the upkeep of lawns and plantings which are on and/or a part of the Real Estate;

- d. fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount equal to at least one hundred percent (100%) of the insurable value (based on current replacement costs) of the insurable Common Area;
- e. use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement, or reconstruction of the Common Area;
- f. change the voting rights, assessments, assessment liens or subordination of assessment liens, except as provided for in this Declaration;
- g. change the manner in which reserves for maintenance, repair and replacement of Common Area have been set up and previously maintained by the Association;
- h. change the rights to the use of the Common Area, except as provided for in this Declaration;
- i. change the boundaries of any Dwelling, and the Lot upon which the Dwelling is situated, except as provided for in this Declaration;
- j. any change concerning convertibility of Dwellings into Common Area owned by the Association or vice versa, except as provided for in this Declaration;
- k. allow for the annexation of additional real estate to the Development without consent or approval of the Owners or any mortgagees;
- l. any requirements for insurance or fidelity bonds set forth in this Declaration;
- m. any change in the manner in which Dwellings may be leased except as set forth in this Declaration;
- n. any imposition of any restriction on an Owner's right to sell or transfer said Owner's Dwelling;
- o. restoration and repair of the Common Area (after a hazard damage or partial condemnation) in a manner other than specified in the Declaration;
- p. any action to terminate the legal status of the Development after substantial destruction or condemnation occurs;
- q. any provision that expressly benefits mortgage holders, insurers or guarantors; or
- r. any termination of legal status of the Development for reasons other than substantial destruction or condemnation of the Real Estate.

If an addition or amendment is not considered as a material change, such as the correction of a technical error or the clarification of a statement within this Declaration, the Articles, the Bylaws, or other constituent documents, there shall be an implied approval to be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after proposal is made. The covenants, restrictions and all other provisions of this Declaration shall run with

the Real Estate and shall be binding upon the persons owning any portion of the Real Estate and all parties claiming under them for a period of twenty (20) years from the date this Declaration is first recorded, and thereafter shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of such ten (10) year period this Declaration is amended or changed in whole or in part as hereinabove provided.

Section 11.4 No Vehicular Access. There shall be no vehicular access for certain parts of the Real Estate pursuant to the Plat, which vehicular access shall be enforceable by the Tippecanoe County Area Plan Commission and irrevocable by the Association.

Section 11.5 Assignment. Declarant, in its sole discretion, may assign or otherwise transfer any and all of its rights as Declarant in whole or in part.

Section 11.6 Condemnation, Destruction or Liquidation. The Association shall be designated to represent the Owners in any proceedings, negotiations, settlements or agreements for the handling of any losses or proceeds from condemnation, destruction or liquidation of all or a part of the Common Area, or from the termination of the Development. Each Owner, by said Owner's acceptance of a deed, appoints the Association as said Owner's attorney-in-fact for this purpose. Proceeds from the settlement will be payable to the Association for the benefit of the Owners and their mortgage holders. Any distribution of funds in connection with the termination of the Development shall be made on a reasonable and an equitable basis.

Section 11.7 Governing Law; Venue. This Declaration shall be governed by, and construed in accordance with, the laws of the State of Indiana, without regard to its conflicts of law principles. The federal or state courts within Tippecanoe County, Indiana shall have jurisdiction over all disputes arising under or relating to this Declaration.

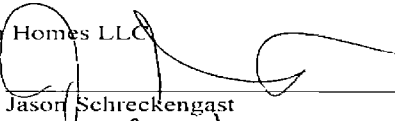
Section 11.8 Interpretation. This Declaration shall be construed according to its fair meaning and without application of the rule of construction that ambiguities are to be resolved against the party with primary drafting responsibility therefor. The captions used herein, if any, are for convenience of reference only and shall not be deemed to modify or construe this Declaration. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

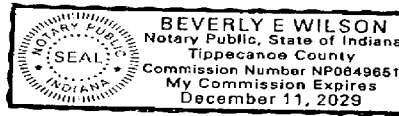
[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the date first written above.

DECLARANT

AS OWNER OF LOT 62; LOT 60; LOT 58; LOT 57; LOT 56; LOT 54; LOT 53; LOT 51; LOT 48; LOT 47; LOT 46; LOT 45; LOT 43; LOT 42; LOT 41; LOT 38; LOT 37; LOT 36; LOT 34; LOT 33

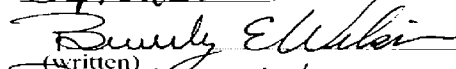
Citation Homes LLC
By: 
Its: Jason Schreckengast
(title) Member



STATE OF INDIANA)
) SS:
TIPPECANOE COUNTY)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Citation Homes LLC, by Jason Schreckengast, its Member, and having been duly sworn, acknowledged execution of this instrument.

Witness my hand and Notarial Seal this 1 day of September, 2022.


(written)
Beverly E. Wilson
(printed)

My Commission Expires: Dec 11, 2029

NOTARY PUBLIC
Resident of Tippecanoe County

OWNERS

LOT 61

Eric W. Palmer
Eric W. Palmer

STATE OF INDIANA)
) SS:
TIPPECANOE COUNTY)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Eric W. Palmer, and having been duly sworn, acknowledged execution of this instrument.

Witness my hand and Notarial Seal this 31st day of August, 2022.

Beverly E Wilson
(written)
Beverly Wilson
(printed)

My Commission Expires:
12-11-29

NOTARY PUBLIC
Resident of Tippecanoe County



LOT 55

[Signature]
Liangxuan Fu

[Signature]
Aiming Zheng

STATE OF INDIANA)
) SS:
TIPPECANOE COUNTY)



Before me the undersigned, a Notary Public in and for said County and State, personally appeared Liangxuan Fu and Aiming Zheng, and having been duly sworn, acknowledged execution of this instrument.

Witness my hand and Notarial Seal this 31st day of August, 2022.

[Signature]
(written)
Beverly Wilson
(printed)

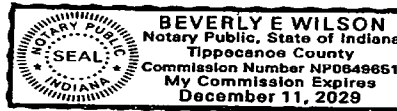
My Commission Expires:
12-11-2029

NOTARY PUBLIC
Resident of Tippecanoe County

LOT 52

Michael Rule
Michael Rule

Cheryl Rule
Cheryl Rule



STATE OF INDIANA)
) SS:
TIPPECANOE COUNTY)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Michael Rule and Cheryl Rule, and having been duly sworn, acknowledged execution of this instrument.

Witness my hand and Notarial Seal this 31st day of August, 2022.

Beverly E Wilson
(written)
Beverly Wilson
(printed)

My Commission Expires:
12-11-2029

NOTARY PUBLIC
Resident of Tiptecanoe County

LOT 49

Dalton Snyder
Dalton Snyder

STATE OF INDIANA)
) SS:
TIPPECANOE COUNTY)



Before me the undersigned, a Notary Public in and for said County and State, personally appeared Dalton Snyder, and having been duly sworn, acknowledged execution of this instrument.

Witness my hand and Notarial Seal this 31st day of August, 2022.

Beverly E. Wilson
(written)
Beverly Wilson
(printed)

My Commission Expires:
12-11-2029

NOTARY PUBLIC
Resident of Tippecanoe County

LOT 44

Michelle S. Laramore
Michelle S. Laramore



STATE OF INDIANA)
) SS:
TIPPECANOE COUNTY)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Michelle S. Laramore, and having been duly sworn, acknowledged execution of this instrument.

Witness my hand and Notarial Seal this 31st day of August, 2022.

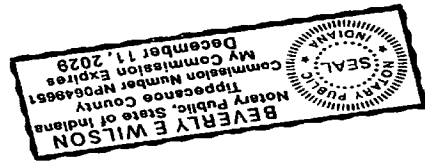
Beverly E. Wilson
(written)
Beverly Wilson
(printed)

My Commission Expires:
12-11-2029

NOTARY PUBLIC
Resident of Tippecanoe County

LOT 39

Mary Anne Sloan
Mary Anne Sloan



STATE OF INDIANA)
) SS:
TIPPECANOE COUNTY)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Mary Anne Sloan, and having been duly sworn, acknowledged execution of this instrument.

Witness my hand and Notarial Seal this 31st day of August, 2022.

Beverly E. Wilson
(written)
Beverly Wilson
(printed)

My Commission Expires:
12-11-2023

NOTARY PUBLIC
Resident of Tippecanoe County

LOT 35

Erin E. Pearson
Erin E. Pearson



STATE OF INDIANA)
) SS:
TIPPECANOE COUNTY)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Erin E. Pearson, and having been duly sworn, acknowledged execution of this instrument.

Witness my hand and Notarial Seal this 31st day of August, 2022.

Beverly E. Wilson
(written)
Beverly Wilson
(printed)

My Commission Expires:
12-11-2028

NOTARY PUBLIC
Resident of Tippecanoe County

LOT 59

Thomas S. Campbell
Thomas S. Campbell

Kim M. Campbell
Kim M. Campbell



STATE OF INDIANA)
) SS:
TIPPECANOE COUNTY)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Thomas S. Campbell and Kim M. Campbell, and having been duly sworn, acknowledged execution of this instrument.

Witness my hand and Notarial Seal this 31st day of August, 2022.

Beverly E. Wilson
(written)
Beverly Wilson
(printed)

My Commission Expires:
12-11-2029

NOTARY PUBLIC
Resident of Tippecanoe County

EXHIBIT A

LEGAL DESCRIPTION

Lots 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, and 62, Outlot 4, and Outlot 5 in Three Meadows Subdivision, Section One, Phase Two, as set forth on the final plat thereof dated September 14, 2020, and recorded October 6, 2020, in Plat Book 10, page 128 as Document No. 202020020537. Located in Wabash Township, Tippecanoe County, Indiana.

EXHIBIT B

ARCHITECTURAL REQUIREMENTS

- Minimum square footage of single-story homes: 1,500 sq. ft.; garage 440 sq. ft.
- Front elevations shall be thirty percent (30%) brick, stone, or cultured stone excluding windows and doors.
- Irrigation systems, if installed, must be accessible from the exterior of the Dwelling
- Dimensional “shadow-style” shingle.
- Window grids on all “hung-style” (operable non-casement) windows on front elevation only.
- Coach lights required on both sides of garage door.
- All roof pitches shall be 6/12 minimum, exclusive of porches, bump-outs or dormers.
- All vinyl siding shall be minimum (0.042) ASTM D3679 Class I.
- Minimum two-car (2) garage.
- All roof overhangs must extend 12” beyond wall structure on all elevations.
- Landscape requirements: 1 tree in front yard, 5 shrubs in front yard (3 gallon minimum).
- In addition, at least (3) of the items below must be included in/on the Dwelling:
 - Dormers
 - Reverse gable
 - Covered front porch (minimum 60 sq. ft.)
 - Decorative door surround, trim molding or header
 - Decorative front door, sidelights or transom
 - Side garage bump-out (minimum 2 feet)
 - Accent siding, decorative vents, or Fypon accents in gable peak or face
 - Shutters or windows
 - Keystone or decorative brick, wood, or Fypon surround on one or more windows or doors
 - Decorative porch railing
 - Decorative columns
 - Decorative trim molding at gutter height
 - Increased use of brick over minimum or additional use of brick on porch exemptions
 - Additional wall-mounted exterior lights, or post-mounted decorative yard light as approved in accordance with the Declaration

Taxes paid after December 12 could incur additional penalties.
Please contact the Treasurer's office at 765/423-9273 if questions.

Tax Statements 2021pay2022

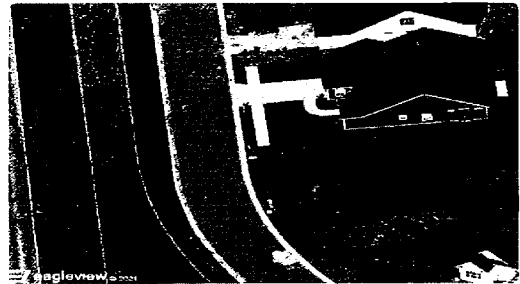
[79-06-14-101-032.000-023 \(PDF\)](#)

eBill Registration

[Register for Emailed Tax Bills](#)

Summary

Parcel ID 79-06-14-101-032.000-023
 Alternate ID
 Property Address THREE MEADOWS - OUTLOT 5
 WEST LAFAYETTE, IN 47906
 Sec/Twp/Rng 14/23/5
 Tax Set WABASH TOWNSHIP-TSC-B
 Subdivision N/A
 Brief Tax Description THREE MEADOWS SD SEC 1 PH 2 OJTLOT 5
 (Note: Not to be used on legal documents)
 20020537
 Book/Page
 Acres 1.034
 Class 500 - Res - Vacant Platted lot
 Neighborhood Code 10300



Owner

Deeded Owner
KOMARK BUSINESS COMPANY
 PO BOX 1623
 306 ERIE ST
 LAFAYETTE, IN 47902

Site Description

Topography
 Public Utilities
 Street or Road
 Neigh. Life Cycle
 Legal Acres 1.034
 Legal Sq Ft 45,041

Land

Land Type	Soil ID	Actual Front	Acreage	Effect. Front	Effect. Depth	Prod Factor	Depth Factor	Meas Sq Ft	Base Rate	Adj Rate	Extended Value	Influ. Factor	Value
AGRICULTURAL EXCESS ACREAGE			1.034			1.00		45,039	1,280.00	1,280.00	1,280.00		1,280.00

Land Detail Value Sum 1,280.00