

2018000348

CHERYL A. SCHENKEL
HUNTINGTON, IN RECORDER
TX: 56793
01/17/2018 12:12:10PM
\$ \$25.00

**FIRST AMENDED AND RESTATED DEDICATION,
PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS
AS PART OF
THE PLAT OF CROWN HILL FARM – SECTION 3,
AN ADDITION TO THE
CITY OF HUNTINGTON,
HUNTINGTON COUNTY, INDIANA**

FIRST AMENDED AND RESTATED
DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS
AS PART OF THE PLAT OF
CROWN HILL FARM - SECTION 3,
AN ADDITION TO THE CITY OF HUNTINGTON,
HUNTINGTON COUNTY, INDIANA

THIS FIRST AMENDED AND RESTATED DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS AS A PART OF THE PLAT OF CROWN HILL FARM – SECTION 3 (“Restated Dedication”) is made on the day hereinafter set forth by BIGGS INDIANA PROPERTIES, LLC, an Indiana limited liability company, in its capacity as the Developer of Crown Hill Farm – Section 3, Huntington, Indiana, according to the Plat thereof recorded on November 6, 2014, in the Office of the Recorder of Huntington County, Indiana, as Instrument Number 2014004987, and under the amended plat thereof recorded on June 22, 2017, as Instrument Number 2017002842, and as the current owner in fee simple of Lots Numbered 49–53, 56-62, 64-66, 68 and 70-72 in Crown Hill Farm – Section 3.

WHEREAS, on September 21, 2015, the Dedication, Protective Restrictions, Covenants & Easements as a Part of the Plat of Crown Hill Farm – Section 3, an Addition to the City of Huntington, Huntington County, Indiana, was recorded in the Office of the Recorder of Huntington County, Indiana, as Document Number 2015004809 (“Original Dedication”);

WHEREAS, by the terms of Article VII, Section 2 of the Original Dedication, the Original Dedication “may be amended at any time within thirty (30) months after the initial recordation thereof by the Developer – provided it has an ownership interest in any Lot at the time the amending instrument is recorded”;

WHEREAS, Biggs Indiana Properties, LLC, is both the Developer of Crown Hill Farms – Section 3 and the owner of 19 Lots therein, as set forth above, and it desires to amend the Original Dedication by restating it in its entirety and, as restated, imposing the Restated Dedication on all Lots in Crown Hill Farm - Section 3; namely, Lots Numbered 49 through 72, inclusive.

NOW THEREFORE, Biggs Indiana Properties, LLC, hereby declares that the Original Dedication is hereby amended in its entirety by this Restated Dedication and that all of the aforesaid Lots Numbered 49 through 72 , as originally platted and as may be further divided or replatted, in Crown Hill Farm - Section 3, shall be impressed with and shall be held, sold, and conveyed subject to this Restated Dedication, which shall run with said Lots and be binding on all parties now having or hereafter acquiring any right, title or interest in the same or any part thereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by each Owner, the Developer and/or the Association (as such terms are hereinafter defined).

ARTICLE I

DEFINITIONS

Section 1. “Developer” shall mean Biggs Indiana Properties, LLC, an Indiana limited liability company, its successor(s) and assign(s).

Section 2. “Association” shall mean and refer to Crown Hill Farm Association, Inc., an Indiana not-for-profit corporation, its successors and assigns. The membership of the Association shall consist of the Owners of the Lots in Crown Hill Farm - Section 3 as well as certain other sections of the Crown Hill Farm subdivision.

Section 3. “Owner” and “Owners” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. “Plat” shall mean and refer to the Plat of Crown Hill Farm - Section 3, including any and all amendments and/or re-plats thereof, as recorded in the Office of the Recorder of Huntington County, Indiana.

Section 5. “Lot” or “Lots” shall mean and refer to any or all of Lots 49 through 72, inclusive, as shown on the Plat.

Section 6. “Living Unit” and/or “Dwelling Unit” shall mean and refer to the portion of a building erected on any Lot which is constructed and intended for the use and occupancy as a residence by a single family.

Section 7. “Board of Directors” shall mean and refer to the Board of Directors of the Association.

Section 8. “Street” shall mean any street, avenue, roadway, cul-de-sac or boulevard of whatever name which is shown on the Plat and which has been heretofore and is dedicated to the public for use as a public street.

Section 9. Other capitalized terms shall have the meaning(s) assigned to them in the remainder of this Restated Dedication.

ARTICLE II

PERMITTED LOT USE

Section 1. Permitted Lot Use. All Lots may only be used for single-family residential purposes.

Section 2. Driveways. All driveways from the street to the garage of each Living Unit shall be poured concrete and not less than twenty (20) feet in width.

Section 3. Minimum Area. No Living Unit shall be erected or permitted on any Lot having a ground floor area, exclusive of open porches, breezeways or garage, of less than 1,200 square feet in the case of a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story. All Living Units must have at least a 2-car garage attached to it.

Section 4. Building Lines. No Living Unit, garage or other building of any kind (collectively "Building"), fence or wall of any type shall be erected, placed or located on any Lot nearer to the front lot line (or nearer to the side lot line on corner lots) than the minimum building set-back line as shown on the Plat. No Building shall be located nearer than six (6) feet to any side lot. A Building may not be located closer than twenty (20) feet to the rear lot line. No tree, shrub, planting or other obstruction shall be permitted which obstructs a clear view at intersections. The Plat sets forth utility easements that may impose other restrictions on the location of Buildings, fences, walls or other improvements on a Lot.

Section 5. Yard Lights. Each Owner shall install an automatically controlled (photo cell) post yard light or similar illumination device ("Yard Light") in the front yard fifteen (15) feet (plus or minus one foot) from the road right-of-way. The Yard Light shall be kept operational and illuminated during all non-daylight hours. The Yard Light design, wattage and location shall be submitted to, and approved by, the Architectural Control Committee.

Section 6. Signs. No sign shall be erected or permitted on any Lot or in the common areas as shown on the Plat, except (i) subdivision designation and subdivision informational signs (owned by the Developer or the Association) located in the commons area, (ii) one professional sign of not more than one (1) foot square, (iii) one sign of not more than five (5) square feet advertising the property for sale or for rent, (iv) one security sign (such as ADT) of not more than one (1) foot square, and (v) signs used by a builder to advertise the property during the construction and sales period.

Section 7. Landscaping. Upon completion of the original construction of a Living Unit, the applicable Lot must be landscaped with a minimum of ten (10) shrubs and two (2) trees, with at least one (1) of the trees located in the front yard.

Section 8. Nuisance. No noxious or unreasonably offensive activity shall be carried on upon any Lot nor shall anything be done thereon which (i) creates a nuisance by reason of odor, fumes, dust, smoke, noise, or pollution, or any other means (ii) is hazardous by reason of fire or explosion, or (iii) that is in violation of the laws of the State of Indiana or the County of Huntington.

Section 9. Animals. No Lot shall be used for the purpose of raising, breeding or keeping animals, livestock or poultry except that dogs, cats and other common domestic household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

Section 10. Storage Tanks. No fuel or oil storage tanks in excess of six (6) gallons may be maintained on any Lot. No underground tanks of any kind shall be permitted on a Lot.

Section 11. Antennas/Solar Panels. No radio or television antenna, satellite receiver dish, solar panel(s) or similar structure(s) (collectively "Antenna/Panels") that has more than four (4) feet of surface area on any one side (individually, or in combination with all other Antenna/Panels that are a

part of a system) or that attains a height of more than three (3) feet above the highest portion of the Living Unit on the Lot shall be allowed on any Lot or attached to any Living Unit, Building or structure of any kind. The location of all Antennas/Panels shall require the approval of the Architectural Control Committee.

Section 12. Pools and Hot Tubs. No above-ground pool, except for spas, hot tubs, whirlpools and similar facilities, shall be commenced, erected or maintained on any Lot. All in-ground pool and spas, hot tubs, whirlpools and similar facilities are subject to the Architectural Control Committee review process set forth in Article V of this Restated Dedication.

Section 13. Motor Vehicles. No unlicensed or unregistered automobile or any other type of motorized vehicle ("Motor Vehicle") may be parked or maintained on any Lot except completely enclosed in a garage. No Motor Vehicle may be disassembled or be allowed to remain in a state of disassembly so that it is not legally "road worthy" on any Lot except when the vehicle is completely enclosed within a garage.

Section 14. No Temporary Structures. No structure of a temporary character, house trailer, basement, shack, un-attached garage, barn, tool shed, or other outbuilding shall be constructed, erected or located a Lot and used as a residence, either temporarily or permanently; provided, however, that a basement may be constructed in connection with the construction of a Living Unit.

Section 15. Outside Storage. No trailer of any type, boat, camper, recreational vehicle, motor home, four- and three- wheeler, ATV, motorcycle, commercial vehicle, truck, or any other similar wheeled vehicle (excepting passenger cars, pick-up trucks, passenger vans and similar vehicles designed primarily for the non-commercial transportation of passengers) shall be permitted to be parked ungaraged on a Lot except (i) entirely on the concrete driveway; and (ii) for a period not to exceed seventy-two (72) consecutive hours, or for a period not to exceed in the aggregate nine (9) days per calendar year. The term 'truck' as used in this Section means every motor vehicle designed, used, or maintained primarily for commercial purposes or the transportation of property, which is rated one (1) ton or more. Passenger cars, pick-up trucks, passenger vans and similar vehicles designed primarily for the non-commercial transportation of passengers may parked on a Lot only in the garage or entirely on the concrete driveway.

Section 16. Free-Standing Poles. No clothes lines or clothes poles, or any other free-standing, semi-permanent or permanent poles, rigs, or devices, shall be permitted on any Lot or attached to any Building, Structure (as defined in Section 18 below) or Living Unit, regardless of purpose, except that, subject to review and approval by the Architectural Control Committee, the following may be permitted: (i) a pole located behind the Living Unit that only supports bird or other animal feeder(s) or house(s), provided any feeder or house does not exceed two (2) cubic feet in size; (ii) a single flag pole; and (iii) a basketball goal post.

Section 17. Dumping. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All sanitary containers must be kept inside the Building or Structure except for a twenty-four hour period each week when they may be placed outside for pick up. No incinerators shall be allowed on a Lot.

Section 18. Outbuildings. No free-standing sheds, garden house, un-attached garage or any other type of outbuilding that is not otherwise structurally attached to a Living Unit (collectively "Structure") shall be allowed on any Lot without the approval of the Architectural Control Committee. All Structures otherwise approved by the Architectural Control Committee must have the same style and color of siding and roof as the Living Unit on the Lot and cannot exceed 12' x 14'.

Section 19. Fencing. No fencing of any type shall be permitted on any Lot except that a wood, vinyl, wrought iron or similar style fence shall be allowed provided it is approved by the Architectural Control Committee as to style, material, color, height and location.

Section 20. Individual Utilities. No individual water supply system or individual sewage disposal system shall be installed, maintained, or used on any Lot.

Section 21. Easements. Easements are hereby expressly reserved and dedicated with dimensions, boundaries and locations as designated on the Plat for the installation and maintenance of public utilities (including but not limited to, water, gas, telephone, electricity, cable T.V., and any other utilities of a public or quasi-public nature) and sewer and drainage facilities.

- a. Any utility company and the Developer, and each of their respective successors and assigns, will have the right to enter upon said easements for any lawful purpose. All easements shall be kept free at all times of any Building or other permanent structure (a fence shall not be considered a permanent structure) except improvements installed by an authorized utility and removal of any obstruction by a utility company shall in no way obligate the company to restore the obstruction to its original form.
- b. No Living Unit, Building or other Structure shall be connected with distribution facilities provided by electrical, television or telephone services, except by means of wires, cables or conduits situated beneath the surface of the ground (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave Crown Hill Farm - Section 3 subdivision, and except for such housing, pedestals or facilities as may be appropriate for connection of utility services for a Lot). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables.
- c. The utility operating the sewer lines and sewage disposal plant for the subdivision shall have jurisdiction over the installation of all sewer connections and the same shall be installed to the property lines of each Lot by the Developer. No rain or storm water runoff from roofs, street pavements or otherwise, or any other surface water, shall at anytime be discharged into, or permitted to flow into, the sanitary sewer system, which shall be a separate sewer system from the storm water and surface water run-off system. No sanitary sewage shall at any time be discharged or permitted to flow into the storm water and surface water run-off sewer system.

Section 22. Mailboxes. Mailboxes will be located at the location(s) that the Developer along with the U.S. Postal Service designates. No individual mailboxes and/or newspaper boxes will be allowed without the approval of the Architectural Control Committee.

Section 23. Sidewalks. Each Owner of a Lot shall provide and maintain a concrete public sidewalk across the front of the Owner's Lot and, for corner lots, along each side of the Lot that abuts a street. Sidewalks shall be five (5) feet in width.

Section 24. Front Exteriors. All front elevations may consist of vinyl siding, but must include at least 75 square feet of brick, stone or similar masonry product to highlight or complement the vinyl siding.

ARTICLE III

COMMUNITY ASSOCIATION

Section 1. Association. At a time deemed appropriate by the Developer, the Developer shall cause to be incorporated Crown Hill Farm Association, Inc. (hereinafter "Association"), a not-for-profit association. At a time deemed appropriate by the Developer, the Developer shall cause to be conveyed to the Association, and the Association shall accept, ownership of all common area, and all fixtures located thereon including without limitation all subdivision signage and lighting, in Crown Hill Farm subdivision.

Section 2. Membership. One membership in the Association shall be created for each lot or living unit in those sections of Crown Hill Farm subdivision, including all Lots in Crown Hill Farm, Section 3, that are subject to recorded covenants that require owners of lots or living units therein to be a member of the Association ("Membership Sections of Crown Hill Farms subdivision"). Memberships will transfer from the Developer to its grantee upon delivery of the deed.

Section 3. Continuing Membership. The Owner of any lot or living unit in the Membership Sections of Crown Hill Farms subdivision, including all Owners of a Lot in Crown Hill Farms – Section 3, shall be a member of said Association ("Member") and shall continue to be a Member of said Association so long as he/she continues to be the Owner of such a lot or living unit for the purposes herein mentioned. Membership shall pass with the ownership of the real estate.

Section 4. Maintenance Fund. The Annual Assessment (as defined in Article IV below) shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of the Membership Sections of Crown Hill Farms subdivision including, without limitation, to pay the cost of improvement, maintenance and repair of all common areas in Crown Hill Farm subdivision, the entrance ways, lights and signs and detention ponds or areas, and all other things necessary or desirable in the opinion of the Association in connection therewith.

Article 5. Board of Directors. The Members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association. Until such time as the Association is incorporated by the Developer and a Board of Directors is elected for the Association, the Developer shall have all the powers and duties granted to the Association and the Board of Directors in this Dedication.

ARTICLE IV

CONVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except the Developer, each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, or to the Developer prior to the formation of the Association, annual assessments or charges ("Annual Assessment"), and any Special Assessment under Section 4, to be paid on January 1 of each year (hereinafter called "Annual Payment Date") or otherwise as the Association may elect from time-to-time. The Annual Assessments and any Special Assessment (collectively "Assessment" or "Assessments"), together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. 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 such Lot at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to any successor-in-title unless such successor(s) expressly assumes the same.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to effectuate the duties and purposes of the Association as set forth in this Declaration, its Articles of Incorporation and By-Laws, including without limitation all activities determined by its Board of Directors to be necessary or advisable related thereto such as securing insurance and/or accounting and legal services for the Association.

Section 3. Maximum Annual Assessments.

- a. Until January 1, 2017, the maximum Annual Assessment on any Lot shall be Fifty Dollars (\$50.00).
- b. From and after January 1, 2017, the maximum Annual Assessments may be increased each calendar year by the Board of Directors (or by the Developer until such time as the Association is formed) by a percentage that is not more than fifteen percent (15%) above the Annual Assessment that was charged during the previous calendar year, without a vote of the membership.
- c. From and after January 1, 2017, the maximum Annual Assessment may be increased by a percentage in excess of fifteen percent (15%) above the Annual Assessment that was charged during the previous calendar year only upon approval of the Board of Directors of the Association and a majority of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose and held in accordance with the terms of the Association's Articles of Incorporation and By-Laws.
- d. As determined by the Board of Directors of the Association from time-to-time, a portion of the Annual Assessment may be set aside or otherwise allocated to a reserve fund for the purpose of providing funds for future repairs and maintenance.

Section 4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the Annual Assessment authorized above, the Association may levy a Special Assessment for any capital improvement(s) within the powers or duties of the Association or for the purpose of paying, in whole or in part, any operating deficit(s) which the Association may from time-to-time incur, provided that any Special Assessments shall have the approval of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose and held in accordance with the terms of the Association's Articles of Incorporation and By-Laws.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting or as otherwise required by the Articles of Incorporation and/or By-Laws of the Association. At the first such meeting called, the presence of members, in person or by proxy, entitled to cast fifty percent (50%) or more of all the votes of the Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event of a conflict between (i) the provisions of this Restated Dedication and (ii) the Articles of Incorporation and/or By-Laws of the Association, the Articles of Incorporation and By-Laws shall control.

Section 6. Uniform Rate of Assessments. Except as provided below, Annual and Special Assessments must be fixed at a uniform rate for all lots and living units in the Membership Sections of Crown Hill Farm subdivision. Assessments shall be collected on an annual basis unless otherwise determined by the Board of Directors from time-to-time. Notwithstanding the foregoing, there shall be no Annual Assessment or Special Assessment assessed against any Lot owned by the Developer and the Developer shall not owe any Assessment at any time to the Association.

Section 7. Date of Commencement of Monthly Assessments. The due dates for all Assessments shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid or are delinquent. A properly executed certificate from the Association regarding the status of Assessments chargeable against any Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Associations. If any Assessment, or portion thereof, (or installment of such Assessment, if applicable) is not paid on the date when due, then the entire unpaid Assessment, or unpaid portion thereof, shall become delinquent and shall become, together with interest thereon and cost of collection, including reasonable attorney's fees, a continuing lien on the applicable Lot assessed and it shall be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due. The personal obligation of the Owner to pay such Assessments shall remain the Owner's personal obligation and shall not pass to successors in title unless expressly assumed.

If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Association may (i)

record a Notice of Lien against the Lot in the office of the Recorder of Huntington County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and shall be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the right to recover attorney's fees, title expenses, interest and all other costs of collection; and/or (ii) bring legal action against the Owner to collect all sums due and/or to foreclose the lien against the Lot. In any successful legal proceeding, the Association and/or the Developer that brought the legal proceeding shall be entitled to recover all its reasonable attorney's fees, costs and expenses incurred.

No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area, refusal to allow the Association to undertake any action or by abandonment of the Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first lien mortgage and any purchase money mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any such 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.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Composition. The Architectural Control Committee ("Committee") shall be composed of three members. During the time that the Developer owns any Lot, the Architectural Control Committee ("Committee") shall be appointed by the Developer. Thereafter, the members shall be appointed by the Board of Directors of the Association. The Committee may appoint one member to act for it in any or all matters, as the Committee may in its absolute discretion decide from time-to-time.

Section 2. Authority. No Living Unit, Building, Structure, Antenna/Panel, fence, wall, pole, pool, spa, hot tub, whirlpool, trampoline, or other improvement or structure of any kind, temporary or permanent, ("Improvement") shall be constructed or placed on any Lot or attached in any manner to a Living Unit, Building or Structure, nor shall any exterior addition, change or alteration ("Alteration") be made to an existing Living Unit, Building, Structure or Improvement until plans and specifications ("Plans") for the Improvement and/or Alteration showing the nature, kind, shape, dimensions, height, materials, color and location (collectively "Specifications") are submitted to and approved by the Committee in writing as to the harmony of the Improvement's/Alteration's Specifications with Crown Hill Farm - Section 3 subdivision, in general, and, more specifically, to the other Living Units therein. The Committee may not approve any Improvement or Alteration that is otherwise specifically prohibited by the terms of this Restated Dedication without properly amending this Restated Dedication according to the provisions of Article VIII.

Section 3. Timing. Within thirty (30) days after receipt of written Plans that clearly set forth all of the information required to be submitted under Section 2 above, the Committee must approve or reject the Plans in a writing delivered to the Owner requesting the approval. In the event that the Committee fails to act within the thirty (30) day time frame, no approval will thereafter be required for the exact Plans submitted provided the Owner that submitted the Plans has an appropriately dated delivery receipt signed by a current member of the Committee, a copy of such receipt is delivered to the Association prior to beginning the Improvement or Alteration and that the proposed Improvement/Alteration is not otherwise specifically prohibited in whole or in part by the terms of this Restated Dedication..

ARTICLE VI

INSURANCE

Section 1. Liability Insurance. The Association (once formed) may purchase and maintain comprehensive liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time-to-time. Such comprehensive liability insurance may provide coverage to the Association, its Board of Directors, any committee of the Association or Board of Directors, the Architectural Control Committee and all persons acting as agents or employees of any of the foregoing with respect to the Association.

Section 2. Other Insurance. The Association (once formed) may obtain all insurance required by law to be maintained and such other insurance as the Board of Directors shall from time-to-time deem necessary, advisable or appropriate. Such insurance coverage may also provide for and cover cross liability claims of one insured party against another insured party.

Section 3. Monthly Assessment for Insurance. The premiums for all such insurance maintained by the Association shall be paid from the Annual Assessment set out in Article IV.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Right of Enforcement. In the event of a violation, or threatened violation, of any covenant, or other provision set forth in this Restated Dedication, Developer, Association and/or any Owner shall have the right to enforce the Restated Dedication 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. In any such successful legal proceeding, the Association, Developer and/or the Owner bringing the successful action shall be entitled to recover reasonable attorney's fees and the costs and expenses incurred.

Section 2. Amendment. Except as hereinafter limited, this Restated Dedication may be amended at any time by an instrument recorded in the Office of the Recorder of Huntington County, Indiana, signed by the Owners (as of the date of the recording) of at least two-thirds (2/3) of the Lots; provided, however, that during the time that Developer owns any Lot, none of the rights, interests, benefits, obligations or any other provision relating to the Developer or to the Association may be

amended or changed in any manner without also having the Developer's written consent on the amending instrument that is recorded with the Recorder of Huntington County, Indiana. In addition, this Restated Dedication may be amended by the Developer acting alone at any time within thirty (30) months after the date of the recordation of the Original Dedication - provided Developer has an ownership interest in any Lot at the time the amending instrument is recorded.

Section 3. Effective Period. This Restated Dedication shall be effective and binding for a period of twenty (20) years from the date of recordation in the Office of the Recorder of Huntington County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten-year period it is amended or changed in whole or in part as hereinabove provided. Invalidation of any of the covenants, conditions and restrictions of this Restated Dedication by judgment or decree shall in no way affect any of the other provisions hereof, but the same shall remain in full force and effect.

Section 4. Permission. Each Owner by accepting a deed for a Lot hereby covenants and agrees to grant permission to such companies, and their respective employees, hired or engaged by the Association to access the Owner's Lot for any purpose that is the responsibility of the Association pursuant to this Restated Dedication.

Section 5. Conflict of Provisions. In the event that any provision of this Dedication conflicts with the Plat, the Plat shall control. In the event that any provision of this Dedication conflicts with any law, ordinance, statute or similar public requirement, the law, rule, ordinance or similar public requirement shall control. In the event that any provision of this Dedication conflicts with the Articles of Incorporation or By Laws of the Association, the Articles of Incorporation or By Laws shall control.

IN WITNESS WHEREOF, the undersigned have caused this Restated Dedication to be executed on this 17th day of January, 2018.

BIGGS INDIANA PROPERTIES, LLC

By: *Kevan Biggs*

Its: *managing member*

STATE OF INDIANA)
) SS
COUNTY OF ADAMS)

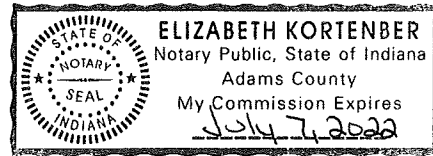
Before me, the undersigned Notary Public, in and for said County and State, this _____ day of January, 2018, personally appeared Kevan B. Biggs, as Managing Member of Biggs Indiana Properties, LLC, over the age of eighteen (18) years, and acknowledged the execution of the foregoing First Amended and Restated Dedication, Protective Restrictions, Covenants & Easements as Part of the Plat of Crown Hill Farm – Section 3, an Addition to the City of Huntington, Huntington County,

Indiana as his voluntary act and deed on behalf of said company for the uses and purposes set forth in this document.

Witness my hand and notarial seal this 17 day of January, 2018.

Eli Korte
Signature

Elizabeth Kortember
Printed



My Commission Expires: July 7, 2022

Pursuant to IC 36-2-11-15(d): 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, Michael T. Blee

This Instrument Prepared by: Michael T. Blee, Attorney-at-Law, 522 South 13th Street, Decatur, IN 46733