

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS &
EASEMENTS AS PART OF THE PLAT OF TURTLE MEADOW SECTION 1, AN
ADDITION TO THE TOWN OF CHURUBUSCO, INDIANA**

THIS DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS AS PART OF THE PLAT OF TURTLE MEADOW SECTION 1, AN ADDITION TO THE TOWN OF CHURUBUSCO, INDIANA ("Dedication"), made on the day hereinafter set forth by Biggs, Inc, ("Biggs") as the owner in fee simple of Lots numbered 1 through 51 (consecutive and inclusive) (collectively "Lots") in Turtle Meadow Section 1, according to the Plat thereof recorded on June 18th, 2026, in the Office of the Recorder of Whitley County, Indiana, as Instrument Number _____ ("Turtle Meadow Section 1").

WHEREAS, Biggs desires to impose upon each and all of said Lots in Turtle Meadow Section 1 the protective restrictions, covenants and easements hereinafter set forth:

NOW THEREFORE, Biggs hereby declares that all of the aforesaid Lots as originally platted, and as may be further divided, amended or re-platted, in Turtle Meadow Section 1 shall be impressed with and shall be held, sold, and conveyed subject to this Dedication, which Dedication 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, the Association, and/or the Villa Association (as such terms are hereinafter defined).

ARTICLE I

DEFINITIONS

Section 1. "Developer" shall mean Biggs, Inc, and its successor(s) and assign(s).

Section 2. "Lot" or "Lots" shall mean and refer to any or all of Lots numbered 1- 51, consecutive and inclusive, as shown on the Plat. "Villa Lot" or "Villa Lots" shall mean and refer to only Lots 10 - 28, consecutive and inclusive, as shown on the Plat. "Estate Lot" or "Estate Lots" shall mean and refer to only Lots 1 – 9, consecutive and inclusive, on the Plat. "Standard Lot" or "Standard Lots" shall mean and refer to only Lots 29 – 51, consecutive and inclusive, on the Plat.

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, Villa Lot, Estate Lot, or Standard Lot, as the context may require, including contract sellers, but excluding those having such interest merely as security for the performance of an



obligation.

Section 4. "Association" shall mean and refer to "Turtle Meadow Homeowners Association, Inc." (or other name allowed under Article III, Section 1 of this Dedication), an Indiana nonprofit corporation, its successors and assigns. The membership of the Association shall consist of the Owners of the Lots and at the election of the Developer in accordance with Article III, Section 3 of this Dedication, the owners of other lots in any future section(s) of the Turtle Meadow subdivision.

Section 5. "Villa Association" shall mean and refer to "Villas of Turtle Meadow Homeowners Association, Inc." (or other name allowed under Article VII, Section 1 of this Dedication), an Indiana nonprofit corporation, its successors and assigns. The membership of the Villa Association shall consist of the Owners of Villa Lots, and at the election of Developer in accordance with Article VII, Section 3 of this Dedication, the owners of other villa lots in any future section(s) of the Turtle Meadow subdivision, if any.

Section 6. "Plat" shall mean and refer to the plat of Turtle Meadow Section 1, including any and all amendments and/or re-plats thereof, as recorded in the Office of the Recorder of Whitley County, Indiana.

Section 7. "Living Unit" and/or "Dwelling Unit" shall mean and refer to the portion of a building, including the attached garage, erected on any Standard Lot, Villa Lot or Estate Lot, as the context may require, which is constructed and intended for the use and occupancy as a single-family residence. In the case of a duplex villa, the Living Unit would consist of the building that is constructed on one Villa Lot that is attached to, but separated by a common wall, from the Living Unit that is on an adjoining Villa Lot.

Section 8. "Board of Directors" shall mean and refer to the Board of Director of the Association.

Section 9. "Villa Association Board of Directors" shall mean and refer to the Board of Directors of the Villa Association.

Section 10. "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 11. Other capitalized terms shall have the meaning(s) assigned to them in the remainder of this 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 right of way to the garage of each Living Unit on a Lot shall be poured concrete at least 20-feet in width. Estate Lots that have a secondary, non-attached garage, storage shed, barn or similar structure, shall be permitted to have one additional driveway ("Accessory Drive") that branches off of the main concrete driveway and that extends to the secondary, non-attached garage, storage shed, barn or similar structure. Such Accessory Drive shall not be required to be poured concrete, but may be constructed of asphalt, stone, gravel or any other similar material.

Section 3. Minimum Area. Except as provided below, no Living Unit shall be erected or permitted on a 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, or less than 800 square feet for a dwelling of more than one story, provided that the dwelling of more than one-story must have a total of not less than 1,400 square feet. Notwithstanding the above, a Living Unit on a Villa Lot shall have a ground floor area, exclusive of open porches, breezeways or garage, of 1,100 square feet or more. All Living Units on all Lots must have at least a two-car attached garage.

Section 4. Building Lines. In addition to any and all applicable zoning laws, ordinances, rules and regulations, no Living Unit, garage or other building of any kind (collectively "Building"), fence, wall of any type or other fixture (collectively "Fixtures") shall be erected, placed or located on a 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 or Fixture shall be located nearer any side or rear lot line than the minimum set-back lines shown on the Plat. No tree, shrub, planting or other obstruction shall be permitted which obstructs a clear view at intersections. The Plat may establish utility and drainage easements and set-back requirements that impose other restrictions on the location of Buildings, Fixtures or other improvements on a Lot.

Section 5. Yard Lights. Each Owner of a Villa Lot and each Owner of a Standard Lot shall install and maintain an automatically controlled (photo cell) post yard light or similar illumination device ("Yard Light") in the front yard in a location that is within five (5) feet (plus or minus one (1) foot) from both the Standard Lot's or Villa Lot's driveway and the public walk. 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, or the Villa Architectural Control Committee, as applicable. There is no requirement for a Yard Light on any Estate Lot.

Section 6. Signs. No sign shall be erected or permitted on any Standard Lot or any Villa Lot or in any common areas as shown on the Plat, except (i) subdivision designation and subdivision informational signs (owned by the Developer, the Association or the Villa 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, (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 on any Lot, the applicable Lot must be landscaped with a minimum of ten

(10) shrubs and two (2) trees, with at least one (1) tree 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 Whitley or the Town of Churubusco, Indiana.

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 single fuel or oil storage tank in excess of six (6) gallons may be maintained on any Standard Lot or any Villa Lot. No underground tanks of any kind shall be permitted on a Standard Lot or a Villa Lot.

Section 11. Antennas/Solar Panels. No radio or television antenna, satellite receiver dish, solar panel(s) or similar structures (collectively "Antenna/Panels") shall be allowed on any Lot, or attached to any home, building or structure of any kind, that attains a height of more than three (3) feet above the highest portion of the Living Unit on the Lot. In addition, the Antenna/Panel, individually or in combination with all other Antenna/Panels that are a part of a system, shall not be larger than five (5) feet in height, width and total square footage without approval of the Architectural Control Committee. For Standard Lots and Estate Lots, the location of all Antennas/Panels shall require the approval of the applicable Architectural Control Committee. No solar panel(s) ("Solar Panel") shall be permitted on any Standard Lot or any Villa Lot, or attached to any home, building or structure of any kind, thereon, without the approval of the applicable Architectural Control Committee, which shall review any such request in accordance with requirements of Indiana Code Section 32-25.5-3.5, as amended or replaced from time-to-time.

Section 12. Pools and Hot Tubs. No above-ground pool, except for spas, hot tubs, whirlpools and similar facilities that do not exceed a 400-gallon capacity, shall be commenced, erected or maintained on any Standard Lot or any Villa Lot. All in-ground pools and spas, hot tubs, whirlpools and similar facilities to be located on a Standard Lot or a Villa Lot are subject to the Architectural Control Committee review process set forth in this Dedication.

Section 13. Motor Vehicles. No unlicensed or unregistered automobile, truck, van 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 on 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 Truck (as defined below), commercial vehicle or any other similar wheeled vehicle (excepting passenger cars, light-duty 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 Standard Lot or a Villa 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 Commercial Truck as used in this Section means every vehicle categorized by the United State Department of Transportation Federal Highway Administration as a Class 3, 4, 5, 6, 7 or 8 vehicle. Passenger cars, light-duty pick-up trucks, passenger vans and similar vehicles designed primarily for the non-commercial transportation of passengers may be 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 Standard Lot or Villa Lot or attached to any Structure (as defined in Section 18 below) or Living Unit, on a Standard Lot or a Villa Lot, regardless of purpose, except that, subject to review and approval by the applicable 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 post; (iii) a basketball goal with post; and (iv) an Antenna/Panel under Section 11 above.

Section 17. Dumping. No Lot shall be used or maintained as a dumping ground for trash, garbage or rubbish, or waste of any kind (collectively "Trash"). Trash shall not be kept on any Lot 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, burn pits or similar shall be allowed on a Lot.

Section 18. Outbuildings. No free-standing shed, garden house, un-attached garage, gazebo or any other type of outbuilding that is not otherwise structurally attached to a Living Unit (collectively "Structure") shall be permitted on any Standard Lot or any Villa Lot without the approval of the applicable Architectural Control Committee. All Structures otherwise approved by the applicable Architectural Control Committee shall comply with the following exterior requirements: (i) The siding shall either be the same material, style and color as exists on the Living Unit on the Lot or be cedar siding that is painted/stained to match the color of the siding on the living Unit on the Lot; and (ii) the roof shall either (a) consist of the same material, color, and style as exists on the Living Unit on the Lot; (b) be metal (steel standing seam or similar, excluding tin which shall not be allowed); or (c) be a composite material; provided, however, that the metal or other composite material must be approved by the Architectural Control Committee. The size of a Structure on a Standard Lot or a Villa Lot shall not exceed 12' x 14'.

Section 19. Fencing. No chain-link or fencing of any other type shall be permitted on any Lot except that a wood, vinyl, wrought iron or similar style fence shall be permitted; provided, however, that such a fence on a Standard Lot or a Villa Lot shall be subject to approval by the applicable Architectural Control Committee as to style, material, color, height and location. Any area of a Villa Lot that is enclosed by a fence shall be excluded from any maintenance obligation of the Villa Association and the Owner of the area that is enclosed shall maintain that area, at such Owner's sole cost and expense, to the same standard that the Villa Association maintains the other Villa Lots.

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, the Developer, the Association, the Villa Association, and each of their respective contractors, subcontractors, successors and assigns, (collectively "Authorized Users") 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, Structure, Fixture, or other permanent structure ("Obstruction") 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. Notwithstanding the foregoing provision and subject to the terms of (i) any recorded easement; (ii) applicable State, County, Town or other governmental or quasi-governmental rules, regulations, laws, and ordinances, including zoning requirements and permits and licenses required by the Town of Churubusco, Indiana; (iii) the Plat; and (iv) the other provisions of this Dedication, an Owner of a Lot containing an easement ("Easement Area") shall be permitted to install a Structure, Fixture, swing, bushes, flowers and other landscaping or any other similar item ("Moveable Items") within the Easement Area, provided that (i) the Moveable Item does not interfere with the use for which the easement was intended or designed; and (ii) upon written notice from any Authorized User that the Authorized User reasonably believes that a Movable Item existing in an Easement Area may or will interfere with the intended function of the Easement or with the Authorized User's access and/or use of any part of Easement Area, the Owner of the Easement Area shall promptly remove the Moveable Item, and upon failure to do so, the Authorized User shall have the right to remove the Movable Item without any liability to the Owner for damage of any kind and the Authorized User shall have no duty to preserve, protect or re-install or replace the Movable Item.
- 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 Turtle Meadow Section 1 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 said 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 any time 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 servicing the Standard Lots and the Villa Lots shall be located at the location(s) that the Developer and/or the U.S. Postal Service designates. No individual mailboxes and/or newspaper boxes will be allowed on any Standard Lot or any Villa Lot without the approval of the applicable Architectural Control Committee.

Section 23. Sidewalks. Each Owner of any Standard Lot or Villa Lot, subsequent to the Developer, shall provide and maintain a concrete public sidewalk across the front of the Standard Lot or Villa Lot (and along the side(s) of each corner Standard or Villa Lot). Sidewalks shall be five (5) feet in width.

Section 24. Front Exteriors. On all Standard Lots, the front elevation of all Living Units may consist of vinyl siding but must include at least 125 square feet of brick, stone or similar masonry product. Living Units on a Villa Lot must have a front elevation consisting of a minimum of 75 square feet of stone. All Living Units on a Standard Lot or a Villa Lot must have a pitch on the main roof of 6/12 or greater.

ARTICLE III

COMMUNITY ASSOCIATION - GENERAL

Section 1. Association. At a time deemed appropriate by the Developer, the Developer shall cause the Association to be incorporated and the Association shall be authorized to exercise and enjoy all the powers (i) set forth in this Dedication, (ii) established by its Articles of Incorporation and By-Laws, (iii) all rights and privileges granted by the Indiana Nonprofit Corporations Act and all Acts amendatory thereof or supplemental thereto, and (iv) all other powers conferred upon corporation by the laws of the State of Indiana insofar as not in conflict herewith. Following the incorporation of the Association, Developer may cause to be conveyed to the Association, and, upon such a conveyance from Developer, the Association shall accept ownership of all common areas

and detention/retention areas/ponds in Turtle Meadow, including without limitation the real estate designated as Block B, D and E on the Plat, and all sidewalks and fixtures located thereon or associated therewith, and any and all subdivision entrance signage and associated lighting (collectively "Common Area"). In the event that Other Members (as defined below) are added to the Association pursuant to Section 3 below, any additional common area(s), detention/retention areas, entrance signage, lighting, and similar items within the Other Real Estate (as defined below) shall also be conveyed to the Association, and the Association shall accept ownership thereof, which shall include all maintenance responsibilities associated therewith. In the event that the name "Turtle Meadow Homeowners Association, Inc." is not readily available for use, as determined by the Indiana Secretary of State or for any other reason, Developer may choose a different name for the Association. Notwithstanding the other provisions of this section 1, at the sole and complete discretion of Developer, Developer may at any time prior to a conveyance of Block E to the Association, convey Block E to the Town of Churubusco, or any other government or quasi-governmental entity related thereto. In addition, the Developer may in its sole and complete discretion at any time prior to a conveyance of Block B and/or D to the Association, convey Block B and/or Block D to the Town of Churubusco, or any other government or quasi-governmental entity, including without limitation the Churubusco Community Park or similar entity.

Section 2. Membership. One voting membership in the Association shall be created for each Lot (which by definition includes all Standard Lots, Villa Lots and Estate Lots) in Turtle Meadow Section 1. The Owner of each Lot shall be a member of the Association. Upon the transfer of ownership of any Lot, membership shall pass to the subsequent owner with the ownership of the Lot. All members of the Association, except the Developer, shall be obligated to pay assessments to the Association in accordance with Article IV of this Dedication and shall be bound by all of the other terms of this Dedication. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. The Owner of a Lot shall be a member of the Association and shall continue to be a member of the Association so long as such Owner continues to be the Owner of a Lot.

Section 3. Other Members. Developer reserves the right to (i) include and burden other real estate ("Other Real Estate") that it may develop as a part of the Turtle Meadow subdivision with similar covenants, restrictions and limitations as are contained in this Dedication, and (ii) include the owners of said other real estate ("Other Owners") as members in the Association, and the Association shall accept such Other Owners as equal members with the same rights (voting and otherwise), privileges and obligations (including without limitation the payment of Assessments to the Association). In the event that Other Owners are included in the Association pursuant to this section, the number of memberships and votes in the Association shall be increased by the number of lots added from the Other Real Estate.

Section 4. Purposes. The Association shall have the following purposes:

- a. To establish an association of the Owners of Lots, and the Other Owners, if any.
- b. Excepting only Block B, D and E on the Plat to the extent that any one or all of such Blocks are conveyed by Developer to another entity as permitted by the terms of Article III, Section 1 above, to own and maintain all common areas and

detention/retention areas/ponds as shown on the Plat, including without limitation the real estate designated as Block B, D and E, and all sidewalks and fixtures located thereon or associated therewith, subdivision entrance signage, and associated lighting (collectively "Common Area"), together with all other items set forth in Article III, Section 1 above, including without limitation common area in the Other Real Estate at the election of the Developer, and to perform all duties, obligations, maintenance and responsibilities associated therewith;

- c. To promote the recreation, health, safety and welfare of the Owners, and Other Owners, if any;
- d. To protect the harmony of the external design, location, appearance and landscaping of all Living Units on Standard Lots in relation to all other Living Units on Standard Lot; and
- e. To exercise the powers and responsibilities of the Association set forth in this Dedication and in any similar document governing the Other Real Estate, if any.

Section 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

COMMUNITY ASSOCIATION - COVENANT 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 5 below, 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 shall be used exclusively to effectuate the duties and purposes of the Association as set forth in this Declaration (and in any recorded covenants governing the Other Real Estate if Developer exercises

its right to include Other Owners in the Association pursuant to Article III, Section 3 above), and in its Articles of Incorporation and/or 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. All Assessments shall be used exclusively for the purposes expressed in this Dedication, and all things reasonably related thereto, including, without limitation, to pay the cost of improvement, maintenance and repair of the Common Areas, and in particular, the cost of labor, equipment and materials, supervision, security, lighting, insurance, taxes, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 3. Maintenance Standard for Common Area. The Common Area may contain storm water detention/retention pond(s), including without limitation, facilities, piping and other improvements related thereto, and other common area. The Association shall provide all maintenance and repairs as may be required from time-to-time to allow any storm water detention/retention pond(s) to function in the manner in which they were designed. In addition, the Association shall provide other maintenance activities or improvements to the Common Area as it deems appropriate from time-to-time, including without limitation, mowing and landscaping maintenance.

Section 4. Maximum Annual Assessment.

- a. Until January 1, 2027, the maximum Annual Assessment on any Lot shall be One Hundred Dollars (\$100.00).
- b. From and after January 1, 2027, the maximum Annual Assessment may be increased each calendar year by the Board of Directors (or by the Developer if the Association is not yet formed) by a percentage that is not more than twelve percent (12%) above the Annual Assessment that was charged during the previous calendar year, without a vote of the membership.
- c. From and after January 1, 2027, the maximum Annual Assessment may be increased by a percentage in excess of twelve percent (12%) above the Annual Assessment that was charged during the previous calendar year only upon approval of the Board of Directors (or by the Developer until the Association is formed) 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.
- d. As determined by the Board of Directors from time-to-time, a portion of the Annual Assessments may be set aside or otherwise allocated to a reserve fund for the purpose of providing funds for future capital improvements, operating deficits and/or other repairs and maintenance.

Section 5. Special Assessments for Capital Improvements and Operating

Deficits. In addition to the Annual Assessment authorized above, the Association may levy a special assessment ("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 actual or anticipated operating deficit(s) which the Association may from time-to-time incur or expect to 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.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 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 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 Dedication and (ii) the Articles of Incorporation and/or By-Laws of the Association, the Articles of Incorporation and By-Laws shall control.

Section 7. Uniform Rate of Assessments. Except as provided below, Annual and Special Assessments must be fixed at a uniform rate for all Lots. 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 Assessments or Special Assessments assessed against any Lot owned by the Developer and the Developer shall not owe any Assessment at any time to the Association.

Section 8. Date of Commencement of Assessments. The Annual Assessment provided for herein shall commence (on a pro rata basis) as to each Lot as follows: (i) for Lots not owned by the Developer, on the first day of the first month following the recording of this Dedication; and (ii) for Lots owned by the Developer, on the first day of the first month following the initial conveyance of such Lot by the Developer to a third party. The Association's Board of Directors shall fix any increase in the amount of the Monthly Assessment at least thirty (30) days in advance of the effective date of such increase. No Special Assessments shall be made against any Lot prior to the date on which Annual Assessments against that Lot first commenced. Written notice of Special Assessments and such other Assessment notices shall be sent to every Owner subject thereto. The due dates for all Assessments shall be established by the Association's Board of Directors. The Association (or the Developer until the Association is formed) shall upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association (or Developer, as applicable) setting forth whether the Assessments on a specified Lot have been paid or are delinquent. A properly executed certificate regarding the status of Assessments chargeable against any Lot shall be binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. If any Annual Assessment or Special Assessment (or installment if applicable) is not paid on the date when due, then the entire unpaid Assessment 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 the rate of twelve percent (12%) per annum, and the Association (or the Developer until the Association has been commenced) may (i) record a Notice of Lien against the Lot in the office of the Recorder of Whitley 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 Annual Assessment and/or Special Assessment provided for herein by non-use of the Common Area, refusal to allow the Association to perform any action or by abandonment of the Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any prior first lien mortgage and purchase money mortgage. Sale or transfer of any Lot shall not affect the Assessments' 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 prior mortgage on such Lot (without the necessity of joining the Association or the Developer 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

COMMUNITY ASSOCIATION - ARCHITECTURAL CONTROL COMMITTEE

Section 1. Applicability. This Article V shall apply only to only Standard Lots. The Villa Lots shall be governed by the Villa Association Architectural Control Committee established in Article IX of this Dedication. There shall not be an Architectural Control Committee for the Estate Lots.

Section 2. 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; provided, however, Developer may by written notice to the Association transfer its power of appointment of the Committee to the Association at any time. 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 3. Authority. No Living Unit, Building, Structure, Fixture, Antenna/Panel, fence, wall, pole, pool, trampoline, or other improvement or structure of any kind, temporary or permanent, ("Improvement") shall be constructed or placed on any Standard Lot or attached in any manner to a Living Unit, Building or Structure thereon, nor shall any exterior addition, change or alteration ("Alteration") be made to a Living Unit, Building, Structure or Improvement on a Standard Lot 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, including without limitation its external design, location, appearance and landscaping, with Turtle Meadow Section 1 subdivision, in general, and, more specifically, to the other Living Units on Standard Lots therein. The Committee may not approve any Improvement or Alteration that is otherwise specifically prohibited by the terms of this Dedication.

Section 4. Timing. Within thirty (30) days after receipt of written Plans and Specifications that clearly set forth all of the information required to be submitted under Section 3 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 that the Owner who submitted the Plans has an appropriately dated delivery receipt signed by a current member of the Committee and a copy of such receipt is delivered to the Association prior to beginning the Improvement or Alteration. Notwithstanding the foregoing, the Committee's failure to act shall not permit an Improvement or Alteration that is otherwise prohibited by the terms of this Dedication.

ARTICLE VI

COMMUNITY ASSOCIATION – INSURANCE

Section 1. Liability Insurance. The Association (once formed) may purchase and maintain comprehensive liability insurance policy(ies) 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. Such insurance may inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association.

Section 3. Assessment for Insurance. The premiums for all such insurance maintained by the Association shall be paid from the Annual Assessment or Special Assessment permitted by this Dedication.

ARTICLE VII

VILLA ASSOCIATION - MEMBERSHIP AND VOTING RIGHTS

Section 1. Villas of Turtle Meadow Homeowners Association, Inc. At a time deemed appropriate by the Developer, the Developer will form and incorporate the Villa Association and the Villa Association shall be authorized to exercise and enjoy all the powers (i) set forth herein, (ii) established by its Articles of Incorporation and By-Laws, (iii) all other rights and privileges granted by the Indiana Nonprofit Corporations Act and all Acts amendatory thereof or supplemental thereto, and (iv) all other powers conferred upon corporation by the laws of the State of Indiana insofar as not in conflict herewith. In the event that the name "Villas of Turtle Meadow Homeowners Association, Inc." is not readily available for use, as determined by the Indiana Secretary of State or for any other reason, Developer may choose a different name for the Villa Association.

Section 2. Membership. One voting membership shall be created for each Villa Lot. The Owner of each Villa Lot shall be a member of the Villa Association. Upon the transfer of ownership of any Villa Lot, membership shall pass to the subsequent owner with the ownership of the Villa Lot. All members of the Villa Association, except the Developer, shall be obligated to pay assessments to the Association in accordance with Article VIII of this Dedication and shall be bound by all of the other terms of this Dedication. Membership shall be appurtenant to and may not be separated from the ownership of any Villa Lot. The Owner of a Villa Lot shall be a member of the Villa Association and shall continue to be a member of the Villa Association so long as such Owner continues to be the Owner of a Villa Lot.

Section 3. Other Members. Developer reserves the right to (i) include and burden other real estate that it may develop as villaminiums ("Other Villa Real Estate") as a part of the Turtle Meadow subdivision with similar covenants, restrictions and limitations as are contained in this Dedication, and (ii) include the owners of the Other Villa Real Estate ("Other Villa Owners") in the Villa Association, and the Villa Association shall accept the Other Villa Owners, as equal members with the same rights (voting and otherwise), privileges and obligations (including without limitation the payment of Assessments in the same manner as set forth in this Dedication). In the event that Other Villa Owners are included in the Association pursuant to this section, the number of memberships and votes in the Villa Association shall be increased by the number of lots added from the Other Villa Real Estate.

Section 4. Purposes. The Villa Association shall have the following purposes:

- a. To establish an association of the Owners of Villa Lots, and the Other Villa Owners, if any;
- b. To provide to the Villa Lots, and to the Other Villa Real Estate, if any, snow removal and yard care services at a level of service determined by the Board of Directors;
- c. For the Villa Lots, and the Other Villa Real Estate, if any, to protect the harmony of all Living Units' external design, location and landscaping in relation to all other Living Units; and
- d. To exercise the powers and responsibilities of the Villa Association set forth in this Dedication and in any other recorded covenants governing the Other Villa Real Estate.

Section 5. Classes of Membership. The Villa Association shall have one (1) class of voting membership:

Class A. Class "A" members shall consist of each Owner of a Villa Lot as well as each of the Other Villa Owners, if any, (collectively "Villa Members"). Villa Members shall be entitled to one (1) vote for each Villa Lot owned, and one (1) vote for each lot owned in the Other Villa Real Estate. When more than one (1) person holds an ownership interest in a Villa Lot or in a lot in the Other Villa Real Estate, all such persons shall be Villa Members, but the single vote for such Villa Lot or lot in the Other Villa Real Estate shall be exercised as they among themselves determine. In no event shall more than one (1) vote be cast with respect to Villa Lot or lot in the Other Villa Real Estate.

Section 6. Villa Association Board of Directors. The Villa Members shall elect a Board of Directors of the Villa Association as prescribed by the Villa Association's By-Laws. The Villa Association Board of Directors shall manage the affairs of the Villa Association. Until such time as the Villa Association is incorporated by the Developer and a Villa Association Board of Directors is elected, the Developer shall have all the powers and duties granted to the Villa Association and the Villa Association Board of Directors in this Dedication.

ARTICLE VIII

VILLA ASSOCIATION - COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Villa Assessments. Except the Developer, each Owner of a Villa 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 Villa Association, or to the Developer prior to the formation of the Villa Association:

- a. Monthly assessments or charges ("Monthly Villa Assessments");
- and
- b. Special assessments pursuant to Section 4 below ("Special Villa Assessments").

The Monthly Villa Assessments and Special Villa Assessments, (collectively "Villa Assessment" or "Villa Assessments"), together with interest, costs, and reasonable attorneys' fees, shall be a charge on, and shall be a continuing lien upon, the Villa Lot against which each such Villa Assessment is made. Each such Villa Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Villa Lot at the time when the Villa Assessment became due. The personal obligation for delinquent Villa Assessments shall not pass to any successor-in-title unless such successor(s) expressly assumes the same.

Section 2. Purpose of Villa Assessments. The Villa Assessments shall be used exclusively to effectuate the duties and purposes of the Villa Association as set forth in this Declaration (and in any recorded covenants governing the Other Villa Real Estate if Developer exercises its right to include Other Villa Owners in the Villa Association pursuant to Article VII, Section 3 above), and in its Articles of Incorporation and/or 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 Villa Association.

Section 3. Maximum Monthly Villa Assessments.

- a. Until January 1, 2027 the maximum Monthly Villa Assessment on any Villa Lot shall be One Hundred Fifty Dollars (\$150.00).
- b. From and after January 1, 2027, the maximum Monthly Villa Assessments may be increased each calendar year by the Villa Association Board of Directors by a percentage that is not more than twelve percent (12%) above the Monthly Villa Assessment that was charged during the previous calendar year, without a vote of the membership.
- c. From and after January 1, 2027, the maximum Monthly Villa Assessment may be increased by a percentage in excess of twelve percent (12%) above the Monthly Villa Assessment that was charged during the previous calendar year only upon approval of the Villa Association Board of Directors 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.
- d. As determined by the Villa Association Board of Directors from time-to-time, a portion of the Monthly Villa Assessments may be set aside or otherwise allocated to a reserve fund for the purpose of providing funds for capital improvements, operating deficits and/or repairs and maintenance.

Section 4. Special Villa Assessments for Capital Improvements and Operating Deficits. In addition to the Monthly Villa Assessments authorized above, the Villa Association may levy a Special Villa Assessment for any capital improvement(s) or

repairs within the powers or duties of the Villa Association or for the purpose of paying, in whole or in part, any operating deficit(s) which the Villa Association may from time-to-time incur, provided that any Special Villa 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.

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 VIII shall be sent to all Villa 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 By-Laws of the Villa Association. At the first such meeting called, the presence of Villa Members, in person or by proxy, entitled to cast fifty percent (50%) or more of all the votes of the Villa 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 Dedication and (ii) the Articles of Incorporation and/or By-Laws of the Villa Association, the Articles of Incorporation and By-Laws shall control.

Section 6. Uniform Rate of Villa Assessments. Except as provided below, Monthly Villa Assessments and Special Villa Assessments must be fixed at a uniform rate for all Villa Lots and lots in the Other Villa Real Estate. Monthly Villa Assessments shall be collected on a monthly basis unless otherwise determined by the Villa Association Board of Directors from time-to-time. Notwithstanding the foregoing, there shall be no Monthly Villa Assessments or Special Villa Assessments assessed against any Villa Lot owned by the Developer.

Section 7. Date of Commencement of Monthly Villa Assessments. The Monthly Villa Assessment provided for herein shall commence as to each Villa Lot on the first day of the first month following the initial conveyance of such Villa Lot by Developer. The Villa Association Board of Directors shall fix any increase in the amount of the Monthly Villa Assessment at least thirty (30) days in advance of the effective date of such increase. No Special Villa Assessments shall be made against any Villa Lot prior to the date on which Monthly Villa Assessments against that lot first commenced. Written notice of Special Villa Assessments and such other Villa Assessment notices as the Villa Association Board of Directors shall deem appropriate shall be sent to every Villa Owner subject thereto. The due dates for all Villa Assessments shall be established by the Villa Association Board of Directors. The Villa Association (or the Developer, as applicable until the Villa Association is formed) shall upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Villa Association (or Developer, as applicable) setting forth whether the Villa Assessments on a specified Villa Lot have been paid or are delinquent. A properly executed certificate from the Villa Association regarding the status of Villa Assessments chargeable against any Villa Lot shall be binding upon the Villa Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Villa Assessments: Remedies of the Villa

Association. If any Villa Assessment (or installment of such Villa Assessment, if applicable) is not paid on the date when due, then the entire unpaid Villa Assessment 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 Villa Lot assessed and it shall be the personal obligation of the person who was the owner of such Villa Lot at the time when the Villa Assessment became due. The personal obligation of the Villa Owner to pay such Villa Assessment shall remain the Villa Owner's personal obligation and shall not pass to successors in title unless expressly assumed.

If the Villa Assessment is not paid within thirty (30) days after the due date, the Villa Assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Villa Association (or the Developer until the Association has been commenced) may (i) record a Notice of Lien against the applicable Villa Lot in the office of the Recorder of Whitley County, Indiana, which Notice of Lien shall perfect the lien of the Villa 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 Villa Owner to collect all sums due and/or to foreclose the lien against the Villa Lot. In any successful legal proceeding, the Villa Association and/or the Developer shall be entitled to recover all its reasonable attorney's fees, costs and expenses incurred.

No Villa Owner may waive or otherwise escape liability for the Villa Assessments provided for herein for any reason, including without limitation, by non-use of any Common Area (if any), refusal to allow the Villa Association to perform its maintenance obligations or by abandonment of the Villa Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the Villa Assessments provided for herein shall be subordinate to the lien of any prior first lien mortgage or purchase money mortgage. Sale or transfer of any Villa Lot shall not affect the Villa Assessment lien. No sale or transfer shall relieve such Villa Lot from liability for any Villa Assessments thereafter becoming due or from the lien thereof, provided, however, the sale or transfer of any Villa Lot pursuant to the foreclosure of any such prior mortgage on such Villa Lot (without the necessity of joining the Villa Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all Villa Assessments becoming due prior to the date of such sale or transfer.

ARTICLE IX

VILLA ASSOCIATION - ARCHITECTURAL CONTROL COMMITTEE

Section 1. Applicability. This Article IX shall only apply to the Villa Lots.

Section 2. Composition. The Villa Association Architectural Control Committee ("Villa Committee") shall be composed of up to three members. During the time that the Developer owns any Villa Lot, the Villa Committee shall be appointed by the Developer provided, however, Developer may by written notice to the Villa

Association transfer its power of appointment of the Villa Committee to the Villa Association at any time. Thereafter, the members shall be appointed by the Villa Association Board of Directors. The Villa Committee may appoint one member to act for it in any or all matters, as the Villa Committee may, in its absolute discretion, decide from time-to-time.

Section 3. Authority. No Living Unit, Building, Structure, Fixture, 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 Villa Lot or attached in any manner to a Living Unit, Building or Structure thereon, nor shall any exterior addition, change or alteration ("Alteration") be made to a Living Unit, Building, Structure or Improvement on a Villa Lot 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 Villa Committee in writing as to the harmony of the Improvement's/Alteration's Specifications, including without limitation its external design, location, appearance and landscaping, with the other Villa Lots, in general, and, more specifically, to the other Living Units thereon. The Villa Committee may not approve any Improvement or Alteration that is otherwise specifically prohibited by the terms of this Dedication.

Section 4. Timing. Within thirty (30) days after receipt of written Plans and Specifications that clearly set forth all of the information required to be submitted under Section 3 above, the Villa Committee must approve or reject the Plans in a writing delivered to the Owner requesting the approval. In the event that the Villa Committee fails to act within the thirty (30) day time frame, no approval will thereafter be required for the exact Plans and Specifications submitted provided the Owner that submitted the Plans (i) has an appropriately dated delivery receipt signed by a current member of the Villa Committee, (ii) delivers a copy of such receipt to the Villa Association prior to beginning the Improvement or Alteration, and (iii) that the proposed Improvement/Alteration is not otherwise specifically prohibited in whole or in part by the terms of this Dedication.

ARTICLE X

VILLA ASSOCIATION - INSURANCE

Section 1. Liability Insurance. The Villa 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 Villa Association, its Board of Directors, any committee of the Villa Association or Villa Association Board of Directors, the Villa Architectural Control Committee and all persons acting as agents or employees of any of the foregoing with respect to the Villa Association.

Section 2. Other Insurance. The Villa 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.

Section 3. Monthly Assessment for Insurance. The premiums for all such insurance maintained by the Villa Association shall be paid from Villa Assessments.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, restrictions or other provisions set forth in this Dedication, the Developer, the Association, the Villa Association and/or any Owner shall have the right to enforce the terms of this 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, the Villa Association, the Developer and/or the Owner bringing the successful action shall be entitled to recover from the party against whom the successful action was brought reasonable attorney's fees and the costs and expenses incurred.

Section 2. Amendment.

- a. Except as provided in subparagraph (c), (d), (e) and (f) below, Articles I through VI, inclusive, and Sections 1, 2(a), 3, 4 and 5 of Article XI of this Dedication may be amended at any time by an instrument recorded in the Office of the Recorder of Whitley County, Indiana, signed by the Owners (as of the date of the recording) of at least two-thirds (2/3) of the Lots.
- b. Except as provided in subparagraph (e) and (f) below, Articles VII through X, inclusive, and Section 2(b) of Article XI of this Dedication may be amended at any time by an instrument recorded in the Office of the Recorder of Whitley County, Indiana, signed by the Owners (as of the date of the recording) of at least two-thirds (2/3) of the Villa Lots.
- c. It is the intent of the Developer that the Estate Lots are to be equal members in all respects in the Association as the Standard Lots and the Villas Lots, and that the Estate Lots are to be burdened with less use and other restrictions than the Standard Lots and the Villa Lots. Except as permitted under the terms of Sections 2(d), (e) and/or (f) below, in order to preserve Developer's intentions with respect to the Estate Lots, no amendment(s) to this Dedication shall be allowed that:
 - (i) imposes or creates any new limitation or restriction on the use or enjoyment, or the building style, location, and materials, on Estate Lots beyond those set forth in this Dedication, including without limitation in Article II (Permitted Lot Use);
 - (ii) expands or enlarges any limitation or restriction on the use, or enjoyment, or the building style, location and materials, on Estate Lots beyond those set forth in this Dedication, including without limitation in Article II (Permitted Lot Use); and

(iii) differentiates the membership, voting rights, rate of annual or special assessments between Estate Lots and all other members of the Association.

- d. Any amendment that would otherwise be prohibited by the terms of Section 2(c) above, shall be allowed provided the amending instrument meets the requirements for Section 2 (a) above AND is also signed by not less than 75% of the Owners of the Estate Lots.
- e. Notwithstanding the provisions of subparagraphs (a), (b), (c) and (d) above, during the time that Developer owns any Lot, none of the rights, interests, benefits, obligations of, or any other provision relating to, the Developer, the Association, or the Villa 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 Whitley County, Indiana.
- f. Notwithstanding the provisions of subparagraphs (a), (b), (c) and (d) above, any part of this Dedication may be amended by the Developer acting alone at any time within thirty (30) months from the date of the recordation of the Dedication - provided Developer has an ownership interest in any Lot at the time the amending instrument is recorded.

Section 3. Effective Period. This 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 Whitley 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 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, the Villa Association and/or the Developer to access the Owner's Lot for any purpose that is the responsibility of the Association or the Villa Association pursuant to this 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 or Villa Association, the Articles of Incorporation or By Laws shall control.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be

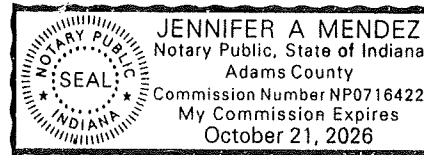
executed on this 18TH day of June, 2026.

BIGGS, INC.

By: [Signature]

Its: President

STATE OF INDIANA)
) SS
COUNTY OF ADAMS)



Before me, the undersigned Notary Public, in and for said County and State, this 18TH day of June, 2026, personally appeared Kevan B. Biggs, as President of Biggs, Inc., over the age of eighteen (18) years, and acknowledged the execution of the foregoing Dedication, Protective Restrictions, Covenants & Easements as his voluntary act and deed for the uses and purposes set forth in this document.

Witness my hand and notarial seal this 18TH day of June, 2026.

[Signature]
Jennifer A. Mendez
Printed Name

My Commission Expires: 10/21/2026

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

Part of the South Half of the Southeast Quarter of Section 11 and part of the North Half of the Northeast Quarter of Section 14, all in Township 32 North, Range 10 East, Whitley County, Indiana, described as follows:

[illegible]

2. Timothy C. Gaultoff, hereby certify that I am a Land Surveyor, licensed in accordance with the laws of the State of Indiana; that this plot correctly represents a completed October 22, 2020 and revised October 28, 2020 by me; that all the points shown thereon actually exist; and that their location, size, type and area are accurately shown. All proposed lot corners are to be set with a 5/8" x 1/2" steel rebar with the Surveyor's plastic cap."

Timothy C. Gaultoff, R.L.S. No S-29500017



All existing and proposed property monuments and lot corners not already noted on the face of the plat will be marked with 24 inch long #5 rebar bearing plastic caps imprinted "GOU 151950017".

1. THE DEVELOPER INTENDS TO PROVIDE EXTENSIVE SOUNDAGE WITH LIGHTING AND LANDSCAPING WITHIN THE ISLAND PLANNED AT THE ENTRANCE.
2. THAT WILL BE MAINTAINED BY THE DEVELOPER UNTIL A HOA IS ESTABLISHED TO MAINTAIN THE SAME.
3. EASEMENTS LABELED AS "UTILITY EASE" (NOT "SURFACE") ARE INTENDED FOR THE INFRASTRUCTURE OF UTILITIES WITH AUTHORITY TO OPERATE AT A PUBLIC UTILITY AS OUTLINED IN THE DECLARATION INCLOSED ON THE FACE OF THIS PLAT.
4. UTILITY EASEMENTS MAY ALSO BE USED FOR SURFACE DRAINAGE AS NEEDED FOR THE DRAINAGE OF ROADS AND ADJOINING LOTS.
5. EASEMENTS LABELED AS DRAINAGE EASEMENTS ARE INTENDED SPECIFICALLY FOR SURFACE DRAINAGE.
6. DRAINAGE EASEMENTS DO NOT INTERFERE WITH AN INDIVIDUAL LOT OWNER'S ABILITY TO ERECT A FENCE WITHIN THE EASEMENT AS LONG AS THE FENCE DOES NOT BLOCK THE SURFACE DRAINAGE.

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10. The undersigned, BODOL, owners of the real estate shown and described herein by virtue of a certain deed recorded as Document Record Number 2002-0025843 do hereby certify that we have laid out, platted and subdivided, and do hereby lay out, plat and subdivide, said real estate in accordance with the within plat.

11. The subdivision shall be known and designated as TAZEE MEADOWS - SECTION ONE, in addition to the name of OURLAND/DOO, Indiana. All streets shown and not heretofore dedicated, are hereby dedicated to the public.

12. Front building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

[illegible]

In addition to the title, abstract, and assessments within the legal description of the real estate pictured herein, there are assessments shown on the face of the plot across adjoining real estate also owned by BROS. INC by virtue of a deed recorded as Document Number 2222332540 that will be placed in future phases of TURTLE MEADOW. Those assessments are also hereby being dedicated for their usual and intended purposes as outlined above.

The foregoing covenants, or restrictions, are to run with the land and shall be binding on all parties and all persons claiming under them for the time period stated within the covenants. All which time and covenants, or restrictions, shall be deemed in whole or in part, and approved by the Town of Chubbuck Post Commission. Invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way effect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness our hands and seals this 16th day of June, 2016.



State of Indiana
Marion County - IN

Before me, the undersigned Notary Public, in and for the County and State, personally appeared KEVIN BOGGS, and acknowledged the execution of the foregoing instrument as his voluntary act and deed, for the purposes therein expressed.

Witness my hand and seal this 18th day of June 2000

[Handwritten signature]

