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Joetta Mitchell
Kosciusko County Recorder IN
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AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
CRAFTSMAN VILLAGE PD-R

THIS AMENDED AND RESTATED DECLARATION, made this 27th day of July, 2015, by INNOVATIVE COMMUNITIES, INC., an Indiana corporation, as hereinafter sometimes referred to both as “Innovative” and as the “Declarant.”

W I T N E S S E T H:

WHEREAS, the following facts are true:

A. Declarant is the owner of the fee simple title to the real estate located in Kosciusko County, Indiana, more particularly described on Exhibit “A,” attached hereto and hereinafter referred to as “Phase I” and Phase I as currently existing and as potentially expanded as provided herein may be referred to as the “Property.”

B. Declarant recorded the Declaration of Covenants and Restrictions of Craftsman Village PD-R dated December 4, 2013, with the Office of the Elkhart County Recorder on December 4, 2013 as Instrument No. 2013120165 (the “Original Declaration”).

C. The Property subject to this Declaration may be expanded by Declarant pursuant to the terms hereof to add or delete real estate.

D. Declarant by execution of this Declaration assures that all Lots in the Property shall be conveyed subject to the terms and conditions of this Declaration which shall run with the land and be binding upon all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner, the Declarant, and the Association.

E. Until the Turnover Date, defined below, the Declarant has the exclusive right to waive and/or amend any or all of the restrictions or covenants contained herein.

F. The Turnover Date has not yet occurred and the amendments herein were duly approved by the Declarant.

G. These covenants and restrictions amend, restate, and replace the aforementioned Original Declaration previously recorded with the Elkhart County Recorder's Office and shall be impressed upon all lots located on the Property.

NOW, THEREFORE, Declarant hereby amends and restates the Original Declaration as follows:

Section 1. Definitions.

The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Articles of Incorporation" means the Articles of Incorporation of the Association as initially adopted or as from time to time amended. The Articles of Incorporation are incorporated herein by reference.

(b) "Association" means The Craftsman Village PD-R Homeowners' Association, Inc., its successors and assigns, a not-for-profit corporation whose members shall be the owners of Lots.

(c) "Board of Directors" means the governing body of the Association appointed by the Declarant or elected by the members in accordance with the Bylaws of the Association.

(d) "Craftsman Village PD-R" is the name by which the Property, which is the subject of this Declaration, shall be known.

(e) "Bylaws" shall mean the Bylaws of the Association and shall provide for the election of directors and officers and other governing officials of the Association. The Bylaws as established and amended from time to time are incorporated herein by reference.

(f) “Common Area” means that portion of the Property designated as park areas, community garden, Nature Preserve Areas, common area(s), easement areas, wetland areas, wetland treatment areas, buffer areas, drainage swales, tree line areas or open areas, which shall (i) be deeded to or otherwise acquired by or owned by the Association, or (ii) be located on one or more Lots, but designated on the Plat of Craftsman Village PD-R as an Open Area or a Common Area to be improved or maintained by the Association as a Common Expense, and all other Common Expense areas or other property acquired by or owned by the Association.

(g) “Common Expense” includes but is not limited to expenses for administration of the Association; for the upkeep, maintenance, replacement, repair, taxes, insurance and other expenses of the maintenance, landscaping, tree line preservation on the Common Areas; for walls, lights, entrance improvements, landscaping and running paths; and for all other expenses of the Common Areas and the Association; Common Expense may also include amounts determined by Declarant or the Board of Directors under Section 6 for the creation of community events and programs, or cultural, entertainment or arts enhancement for the benefit of Craftsman Village PD-R.

(h) “Declarant” shall mean and refer to Innovative Communities, Inc. or its successors in interest.

(i) “Dwelling Unit” means the structure used as a residential living unit located upon a Homesite, including the garage and any appurtenances.

(j) “Homesite” means any plot of ground designated as a residential living unit lot upon a recorded plat of the Property or any part thereof. When Homesite is used, it shall be deemed to include the lot and the Dwelling Unit, if any, located thereon.

(k) “Institutional Lender” shall mean and refer to any bank, mortgage banker, insurance company, savings and loan association or other financial institution or pension fund, which is the record owner of a mortgage loan which encumbers any Homesite.

(l) “Landscaping Plans” mean those plans established pursuant to Section 8(d).

(m) "Lot" or "Lots" mean those lot(s) so shown and designated on an ultimately recorded, secondary (final) plat of Craftsman Village PD-R. Lots may be a Homesite or another type of lot as set forth on any subsequent plat of Craftsman Village PD-R and added pursuant to Section 12.

(n) "Master Plan" means the Master Plan for the Property, and any amendments thereto in Declarant's sole discretion, showing additional detail of sidewalks, playgrounds, street ramps, etc. A copy of the Master Plan is attached to this Declaration as Exhibit B and incorporated by reference herein.

(o) "Member" means a member of the Association.

(p) "Mortgagee" means the holder of a mortgage lien on a Homesite.

(r) "Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who owns the fee simple title to a Lot.

(s) "Plat" means the plat of the Property prepared by Brads-Ko Engineering & Surveying, Inc. dated July 3, 2013 and recorded December 4, 2013 in Plat Book 15, page 15, office of the Recorder of Kosciusko County, Indiana, and also refers to additional and supplemental plats covering the Property.

Section 2. Declaration.

Declarant hereby expressly declares that the Property shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

Section 3. Description of the Property.

The Property subject to and impressed with these covenants, agreements, easements, restrictions, limitations and charges is the real estate described on Exhibit "A" is attached hereto and made a part hereof. Said description of the real estate may be amended from time to time pursuant to the right of amendment hereinafter set forth in Section 12.

Section 4. Association.

In order to provide for the maintenance, repair and replacement of the Common Areas and such other functions as may be delegated and designated for it, the Association has been formed. Each Owner shall become a Member of the Association when a deed to a Lot is delivered to the Owner and recorded in the records of the Recorder of Kosciusko County, Indiana, conveying title to a Lot to an Owner. Initially, the Association shall have one (1) class of members who shall be all Owners of Homesites (to include Declarant), subject to change, when, if ever, any additional property with different uses is added to the Property, with such provisions added as an amendment to this Declaration pursuant to the provisions of Section 12. Each person holding an interest in any Lot shall be a Member; provided, however, that each Lot represented shall be a Member but each Lot represented shall have only one (1) vote. No person or entity other than an Owner may be a Member. Membership shall also be regulated by the Bylaws and Articles. Upon recordation of a deed to a Lot, membership in the Association shall for all purposes be deemed to have passed to the grantee in the deed from the grantor without any requirement of endorsement or assignment of any certificate of membership. No Member other than Innovative shall have any right to vote on any matter until the first to occur of the following events: (1) the date upon which the written turnover of control of the Association by Innovative is recorded in the records of the Recorder of Kosciusko County, Indiana; (2) the date the Declarant no longer owns any Lot; or (3) December 31, 2033. (The first of the above three events to occur being herein referred to as the "Turnover Date").

The initial Board of Directors shall be as designated in the Articles of Incorporation, or thereafter appointed by Innovative, and such Directors, notwithstanding any provision in this Declaration or the Articles or the Bylaws to the contrary, shall be the Directors until the Turnover Date or any of them are removed by Innovative or the resignation of one or more of them, and in the event of any vacancy or vacancies occurring in the Board of Directors for any reason prior to the Turnover Date, every such vacancy shall be filled by a person appointed by Innovative, which person or persons shall thereafter be deemed a member of the Board of Directors. So long as the Declarant owns any Lot, the members of the Board of Directors do not need to be Owners.

Within thirty (30) days after the Turnover Date, the Association shall elect a Board of Directors and shall continue to do so annually in accordance with and as prescribed by the Bylaws, and the Members shall be entitled to vote for the election of the Board of Directors in accordance with the procedure outlined in the Bylaws. The Board of Directors shall be the

governing body of the Association representing all of the Members and being responsible for the functions and duties of the Association, including but not limited to, the management, maintenance, repair, replacement and upkeep of the Common Areas and the payment of all other expenses pertaining to the Common Areas.

In addition to Common Areas within the Property, the Association may own or accept ownership of common pathways, signs, entryways, drainage retention areas, easements, trails, lakes, ponds, recreational facilities, and other property in or near by the subdivision from the Developer, or from any other person or entity, to be used and considered as Common Areas for the benefit of the Owners of the Lots.

Section 5. Real Estate Taxes and Utilities.

Real estate taxes are separately assessed and taxed to each Lot and/or to a Common Area. Any real estate taxes or other assessments or utilities which are chargeable against the Common Areas owned by the Association shall be paid by the Association and treated as a Common Expense. Each Owner shall pay for his own utilities (of every type), including but not limited to, electric, gas, telephone, cable television, sanitary sewer, and water which are to be separately metered.

Section 6. Maintenance of the Common Areas; Assessments.

The Association shall be responsible for the maintenance, repair, and replacement of the Common Areas and the improvements thereon. Additionally, the Association may, from time to time, as its Board of Directors or membership may determine, undertake such other and additional responsibilities, programs, activities, and expenditures, in furtherance of the common good, development, and preservation of Craftsman Village PD-R, consistent with this Declaration and the Articles of Incorporation and Bylaws of the Association. The Association shall be responsible for such additional general maintenance activities in the Property as the Board of Directors shall approve from time to time, and shall generally supervise the appearance of the Property and Lots therein with authority to enforce this Declaration as herein stated or as permitted by the Bylaws and Articles. The Association shall also resolve disputes among the Owners of Lots, Homesites and Dwellings subject to the Association, all as more particularly set forth in the Articles of Incorporation and/or Bylaws. The expenses of all such foregoing activities and responsibilities of the Association shall be expenses of the Association, and shall thus be a Common Expense, as defined above.

Consistent with the Bylaws of the Association, there shall be established an annual budget of the Association. Prior to the Turnover Date, as defined within this Declaration, the annual budget of the Association shall be established by the Board of Directors. After the Turnover Date, the annual budget of the Association shall be voted upon and approved by the Members at the annual meeting thereof, at which annual meeting the Members shall adopt an annual budget. After the Turnover Date, but prior to an annual meeting of the Members of the Association, the Board of Directors shall cause to be prepared and shall furnish to each Member a proposed annual budget for the ensuing fiscal year estimating the total amount of the Common Expenses for the ensuing year and the amount of "Regular Assessment" per Homesite contemplated to be paid by each Owner for that year.

Two (2) types of assessments may be imposed against Lots in the Property, to-wit: "Regular Assessments" to deal with the ongoing Common Expenses of the Association, as contemplated by the annual budgetary process, and "Special Assessments" to cover expanding Common Expenses or other expenses of the Association of an unusual or extraordinary nature not otherwise anticipated or included in the annual budget, as such shall be deemed necessary by the Board of Directors to be incurred by the Association. In anticipation of or upon the occurrence of any such unusual or extraordinary expenses, the Board of Directors is authorized to adopt a resolution to make such expenditures and the Board of Directors shall have the full right, power, and authority to make a Special Assessment of an equal amount upon each such Lot to pay such expense, without a meeting or approval of the Owners, which Special Assessment shall become a lien (as herein defined) on the Lot, after approval of such resolution by the Board of Directors, at a special or annual meeting called in accordance with the Bylaws.

Until any additional property, if ever, is added to Craftsman Village PD-R pursuant to the provisions of Section 12 herein, the Regular Assessments shall of one category but still two types of assessments i.e. "Regular Assessments" and "Special Assessments." After any additional property, if ever, is added to Craftsman Village PD-R, the Regular Assessments may be of additional or different categories based on the nature and use of the property but with (i) one base amount per Homesite, for all Homesites forming a part of the Property; and (ii) such additional or different amounts to be charged to the Owners of Homesites or Lots in the additional property, depending on its use. Such provisions will be added as an amendment to this Declaration pursuant to the provisions of Section 12.

All provisions hereof to the contrary notwithstanding, no assessments, be such "Regular Assessments" or "Special Assessments," shall be imposed upon any Homesite until such Homesite has been developed and occupied as a residential property. During the first year of such development and use for a Homesite, any assessment imposed for such fiscal year on a per Homesite basis shall be assessed, prorata, based upon the remainder of the budgetary year, for such newly developed and occupied Homesite.

No Owner may become exempt from paying Regular Assessments or Special Assessments or from contributing towards the Common Expenses or otherwise fulfilling the annual budgetary obligations relative to such Owner's Lot or otherwise fail to pay any other expense lawfully imposed hereby, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Owner's Lot. Each Owner shall be personally liable for the payment of all Assessments (Regular or Special) and by accepting delivery of a deed to a Lot agrees to this provision and other provisions of this Declaration. When the Owner constitutes more than one person, liability for Regular or Special Assessments shall be joint and several. Regular or Special Assessments or any installments thereof which are not paid when due shall bear interest on a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any Regular or Special Assessment when due, the Board of Directors may in its discretion declare the entire balance of unpaid Regular or Special Assessments to be due and payable, with interest, and file a written Notice of Lien against the Owner's Lot in the office of the Recorder of Kosciusko County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest and any costs of collection incurred or to be incurred by the Association. Any Member who is delinquent in paying any Regular or Special Assessment may not vote on any Association matter during the period such payment is delinquent. In any action to foreclose the lien, the Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Association or other entitled party of reasonable rental for such Lot and Dwelling Unit and the Association shall be entitled to the appointment of a receiver for the purpose of preserving the Lot, Dwelling Unit and or Lot and to collect the rentals and other profits therefrom for the benefit of the Association to be applied towards payment of the Regular or Special Assessment.

Notwithstanding anything contained in this Declaration, the Articles of Incorporation or the Bylaws, any sale or transfer of a Homesite to an Institutional Lender pursuant to a

foreclosure of its mortgage or conveyance in lieu thereof or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Assessment as to any installments which became due prior to such sale, transfer or conveyance, provided, however, that the extinguishment of such lien does not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Homesite and Dwelling Unit or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof from liability for any installments of Assessments thereafter becoming due and from any lien therefor. Any unpaid Assessments, the lien of which has been divested as aforesaid and expenses related thereto shall be deemed a Common Expense. The Bylaws and/or Articles of Incorporation of the Association may establish additional or supplemental standards or procedures for establishing an annual budget, or imposing Regular Assessments and/or Special Assessments, or imposing penalties or fines for failure to timely pay the same.

The Association shall, upon the request of an Institutional Lender or purchaser who has a contractual right to purchase a Homesite, furnish a statement setting forth the amount of the unpaid Assessments against the Homesite, which statement shall be binding upon the Association and the Members.

Section 7. Architectural Control Committee.

There is hereby created the Craftsman Village PD-R Architectural Control Committee (“Committee”) which shall consist of the Declarant until the Turnover Date and after the Turnover Date, the Board of Directors of the Association, or the designee or designees of such Board of Directors, who shall serve at the pleasure of such Board of Directors and consistent with the terms and conditions of any appointment for such purpose. As part of any such appointment process, the Committee may designate any one of its members to act on its behalf. The Committee shall have the authority to approve all plans and specifications for all Dwelling Units, to review and enforce the terms and conditions of this Declaration, and to undertake such other reviews and approvals as herein state. No construction shall be commenced until the Committee shall have issued its written approval. The decision of the Committee shall be entirely within its discretion.

Section 8. Architectural Control; General.

(a) **Plans.** In order to maintain harmonious structural design and appearance, no Dwelling Unit or other structure or improvement shall be erected, constructed, placed, maintained or altered on any Lot, nor shall the natural topography or drainage of any Lot be altered, until the builder and the construction plans for the structure and/or for the topographical alterations and the landscaping (as more particularly set forth below) have been approved by the Committee. The plans must show floor plan, exterior type and finish, materials, outside colors to be used, harmony of external design with existing structures and location with respect to lot lines. Two (2) sets of complete plans must be submitted. One (1) will be retained in the office of Declarant and one (1) will be returned to the builder. The Committee's approval or disapproval as required in this Declaration shall be in writing. No structure or improvements of any kind which do not comply fully with such approved plans shall be erected, construed, placed or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent.

It is the intent of Craftsman Village PD-R that all Dwelling Units be constructed according to the "Craftsman" architectural style as outlined in a Craftsman Style Guide, as developed, changed, modified, added or deleted from time to time by the Committee in their sole discretion.

(b) **Limitations.** Neither Innovative, the Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or non-feasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Committee agrees, by submission of such plans, that the party making the submission will not bring any action or suit against the Committee or Innovative to recover any damages or to require the Committee or Innovative to take, or refrain from taking, any action. All rights of copyright in any plans or specifications or design are waived by the submission to the Committee. Neither the submission of any complete sets of plans to Declarant's office for review by the Committee, nor the approval thereof by the Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no Lot owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein. Each Owner

agrees that the strict enforcement of this Declaration is necessary to maintain consistent quality in the Property.

(c) **Storm Water Standards.** It is acknowledged that Declarant, as well as the Owner of all Lots and any builders of Dwelling Units, are subject to Federal, State, and local standards with regard to storm sewer runoff, land disturbance calculations caused by development, erosion control plan criteria, and various permitting and review processes pertaining to such. Upon taking title to any Lot, or in commencing construction of a Dwelling Unit on any Lot in, each Lot Owner (to include an Owner who is a builder) and each builder of such Dwelling Unit shall comply with all applicable Federal, State, and local standards dealing with storm sewer runoff, erosion control plans, and related standards, and shall seek and secure, and be bound by, all permits issued with regard to Craftsman Village and/or the Lot in question. The covenants and standards herein set forth in this paragraph 8(c) shall remain in force and effect in perpetuity, and be binding upon the Owner of each Lot, to include successor Owners, and to include alterations, changes, or additions to the applicable Federal, State, and local standards.

(d) **Landscaping.** As part of the approval process by the Committee for a Dwelling Unit, the Owner of each Homesite and/or the builder therefore shall be required to submit two [2] sets of lawn and landscaping plans (“Landscaping Plans”) which shall include, among other things, tree coverage as outlined in Section 8(f) and fencing plans as outlined in Section 8(k), with sufficient supporting documentation and information, to include location and type of trees, shrubs, and plants, and the size, and variety and planned location thereof, all of which must be approved by the Committee in writing prior to undertaking of construction of the Dwelling and such landscaping. One set shall be retained in the office of Declarant and one shall be returned to the builder. All Homesites shall have lawns installed and landscaping installed at completion of construction and no later than one week from the date of occupancy. If construction is complete after October 30 of any year, lawns and landscaping shall be installed no later than May 15 of the following year. The builder on any Homesite shall coordinate the lawn and landscaping requirements with the Homesite purchaser and the Committee prior to closing on the sale to the purchaser. All lawns and landscaping as ultimately approved shall be maintained and cared for by the Owner consistent with the plans and specifications provided and approved.

It is the intent of Craftsman Village PD-R that the design and maintenance of landscaping of Homesites follow the principles of sustainable design outlined in the “Craftsman Village

Sustainable Landscape Design and Maintenance Guidelines,” as developed, changed, modified, added or deleted from time to time by the Committee, in their sole discretion. The provisions of Section 8(b) above regarding “Limitations” shall apply to “Landscaping” and the involvement of Innovative and the Committee therewith.

(e) **Dwelling Unit Building Requirements.**

(1) In order to maintain harmonious structural design and appearance, the Committee shall establish specific choices for color palette, siding, and foundation for each a Dwelling Unit.

(2) The front door of the Dwelling Unit shall be constructed by Therma Tru or of an equal quality approved by the Committee, and shall be the “American Style” model or a similar arts and crafts style.

(3) The garage door shall be constructed per the requirements established by the Committee.

(4) The front porch of each Dwelling Unit shall be a minimum of eight (8) feet in depth and shall extend to cover a minimum width of fifty percent (50%) of the front elevation of the Dwelling Unit, not including the garage.

(5) Original construction of any Dwelling Unit shall be performed by a builder approved by Declarant.

(6) If shutters are included on a Dwelling Unit, such shutters must be correct as to size, shape and color and as approved by the Committee

(f) **Trees.** Each Homesite shall provide for at least one tree and each Homesite which is a corner Lot shall provide for at least one tree on the front of the Lot and two trees on the side of the Lot. All trees shall be actually located in the designated greenspace area adjacent to the Lot, with the type(s) and location(s) of such trees included in the Landscaping Plans. The Owner of the Homesite shall be responsible to maintain all of such trees, and if such trees should die or be damaged, the same shall be replaced with a comparable tree by the Owner of the Homesite. It is recognized that such trees provide privacy and screening not only to

protect various Homesites (to include the Homesite upon which such have been placed), but also to provide screening and privacy for adjoining property owners.

(g) **Lot Division.** There shall be no subdivision or sale or any portion of any Lot by an Owner for any purpose whatsoever without the written permission of the Committee.

(h) **Building and Use Limitations.**

(1) **Land and Use and Building type.** No Dwelling Unit shall be erected, altered, placed or permitted to remain on any Homesite other than one single-family dwelling not to exceed two and one-half (2 ½) stories in height and an attached or detached garage for not more than three (3) cars; exceptions may be made to this section only if such are approved in writing by a majority of the Committee. No “bi-level,” tri-level” or “quad level” types of Dwelling Units are permitted.

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

(3) **Future Uses of Property.** It is specifically contemplated that additional property may be added to Craftsman Village PD-R as contemplated under Section 12, to include but not be limited to other types and sizes of single family dwellings, multi-family dwellings, condominiums, commercial, community gardens and areas and/or wetlands, all as shown on future plats of Craftsman Village.

(i) **Temporary Structures; Vehicles; Storage.**

(1) **Prohibitions.** Except as set forth in subsection (2) below, no structure of a temporary character, nor any boat or boat trailer, waver runner or similar equipment, trailer, mobile home, tent, shack, garage, barn, tool shed, storage shed, or other outbuilding of any type or nature, except for a construction trailer used during construction of the Dwelling Unit, shall be used or placed on any Lot at any time, either temporarily or permanently. No snowmobiles, recreational vehicles, motorcycles or dune buggies may be parked on any Lot for longer than forty-eight (48) hours. No Lot shall be used for storage of lumber, motor vehicles, materials, junk, waste, debris, or grass clippings. No awnings shall be permitted on a Homesite without Committee approval. Each Homesite may have one retractable clothesline that is not visible from the front of the Homesite but no permanent fixed line clotheslines or clothes drying devise shall be placed on the Homesite. Firewood storage is allowed in the rear of the Homesite not to exceed four (4) feet in height, eight (8) feet in width and four (4) feet in depth. Such firewood shall be neat and organized.

(2) **Storage.** General space for storage and indoor placement of lawnmowers, lawn equipment, sporting equipment, excess furnishings, and related and miscellaneous property items shall be specifically created in or as part of the garage or basement area of each Dwelling Unit, except that a separate, free-standing "Storage Unit" may be constructed and established subject to the following criteria, which "Storage Unit" must be approved by the Committee in writing prior to installation of the same:

(i) Such Storage Unit shall be approved by the Committee as part of the approval of the initial plans for a Dwelling Unit, or any amendments or changes, or supplements thereto, and consistent with the general standards of the Committee, including specifically those set forth in Sections 7 and 8.

(ii) Any such Storage Unit shall be built on a permanent foundation such as concrete or stone.

(iii) The siding, roof, exterior doors, exterior windows, lighting, and other materials or components of the Storage Unit shall be consistent with and of the same type, color, style, quality, and finish of such materials used for the Dwelling Unit.

(iv) Any such Storage Unit shall not obstruct the general and expected site lines and views from neighboring Dwelling Units, as such shall be addressed, reviewed, and determined by the Committee in approving any location of such Storage Unit.

(v) Any such Storage Unit must be located in the area thirty (30) feet behind the Dwelling Unit to ten (10) feet from the rear property line of the Dwelling Unit. No Storage Unit shall be placed or located toward the side yard or side of any Dwelling Unit, it being contemplated that any such Storage Unit, subject to the standards and restrictions herein set forth, shall be placed to the rear of and behind the Dwelling Unit. Additionally, no Storage Unit may be located within any recorded easement, including, but not limited to, drainage, access, utility, and/or any other recorded easements and right-of-ways located on the Property.

(j) **Tennis Courts and Pools.** Tennis courts and in-ground pools may not be constructed and/or installed without the prior written approval of the Committee. Above ground pools are strictly prohibited.

(k) **Fencing.** Except for “invisible fences” at Section 8(y) below, and in addition to any other standards pertaining to fencing herein set forth, the following criteria shall apply to all fencing to be placed on any part of the Property or to otherwise be used as part of the development of Homesites, viz:

(1) Such fencing shall be approved by the Committee as part of the approval of the initial plans for a Dwelling Unit, or any amendments or changes, or supplements thereto, and consistent with the general standards of the Committee, including specifically those set forth in Sections 7 and 8.

(2) Fence height shall not exceed six (6) feet.

(3) All fences must either be white, tan or black in color and constructed of weather resistant materials (primarily vinyl, decorative metal or similar compositions) not requiring painting or regular maintenance.

(4) All fence is expected to be essentially “maintenance free,” though the owner of the Homesite shall be responsible at all times for the maintenance of any fencing, as to not only its structure and use, but as to its aesthetics and appearance.

(5) All fencing must be placed to the back of the lot from the rear building line of the Dwelling Unit, thus insuring that all fencing shall be in the “back yard” and at or to the rear of the back wall of the Dwelling Unit.

(6) All fencing must be placed out of utility easements.

(7) All fencing must be maintained in such a fashion as to permit yard and landscaping maintenance for which the Homesite Owner shall be responsible, to include such at the rear yard.

(8) No perimeter fencing of any type shall be permitted in front of the rear building line of the Dwelling Unit; perimeter fencing to the rear of the rear building line is permitted, so long as such is consistent with the terms of this Declaration.

Any deviations from the above stated criteria shall be permitted only after submission of appropriate written requests therefore to the Committee, and the approval, in writing, of the Committee of the permitted variations. Under no circumstances shall the Committee, Declaration, or the Association have any liability or responsibility for any fences, consistent with the above standards, or as approved in writing by the Committee, placed on any Homesite by any Owner or any other party.

(l) **Driveways.** All driveways are to be a maximum width of sixteen (16) feet at the curb, except driveways on a Homesite which is also a corner lot and which contains a 3 car garage, which can be a maximum width of twenty (20) feet at the curb. Driveways are to be constructed (a) to a minimum a depth of four (4) inches of concrete thickness or (b) with interlocking paving stones or bricks designed for vehicular traffic. No cinder, asphalt, or other types of driveways shall be permitted.

(m) **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other household pets may be kept on a Homesite, provided that they are not kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner.

Pot bellied pigs shall not be considered “household pets” for purposes of this Declaration. Any pets of any type must be leashed and attended to at all times. Pets shall not be left outside an Owner’s Dwelling at night. Each Homesite Owner shall be responsible for the immediate clean-up of any waste or by-products produced by any pets on the Owner’s Homesite as well as from all Common Areas and upon all streets and roadways on the Property. Each Owner may keep not more than two (2) dogs and/or cats, and there shall be not more than (2) dogs and/or cats per Homesite.

(n) **Garbage and Refusal Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and kept indoors except for pickup, and outside placing for pickup shall be no earlier than twelve (12) hours from expected pickup time.

(o) **Fuel Storage Tanks.** No fuel storage tanks of any type or character may be installed underground or concealed within the main structure of any Dwelling Unit, basement, or attached garage, or in any way placed upon or in any Lot.

(p) **Lighting.** No Dwelling Unit shall have any exterior pole lights on a Homesite. Landscape lighting or other lighting flush with the ground is permitted, though the Committee reserves the right to approve such light fixture arrangements as part of architectural control. Any such lights installed shall be kept in good working condition at all times by the Owner of the Homesite, and shall be photo-electrically controlled.

(q) **Mailboxes and Newspapers.** There shall be one common area for mail receptacles as designated by the Declarant and thus no individual mailboxes or newspaper boxes are permitted. At closing for the initial purchase of a lot from Declarant, the original purchaser will pay Declarant Two Hundred Dollars (\$200) for the purchase and installation of a mailbox.

(r) **Exterior Dwelling Unit Numbers.** Each Dwelling Unit shall have an exterior house number affixed to be easily visible from the street. The Committee shall establish a given uniform style, including uniform lettering and numbering given the homogeneous appearance desired by this Declaration.

(s) **Sidewalks.** The Owner of each Lot shall be responsible to install and maintain sidewalks along the frontage of each Lot, and for a corner Lot, along the front and side

yards of the Lot. Sidewalks shall be five (5) feet in width along all streets in Craftsman Village PD-R as shown on the Master Plan, with intersection ramps as shown on the Master Plan.

(t) **Fires.** No fires, burn pits, or other types of incineration devices shall be permitted to function, operate, or be placed upon any street or roadway on the Property, or within any Homesite or any Common Area; provided, however, that properly established and maintained and controlled campfire pits for social functions (as opposed to incineration or burning purposes) are expressly permitted.

(u) **Gardens.** No vegetable, fruit, or flower gardens are permitted on Homesites except vegetables, fruit, flowers and/or herbs which are placed in the landscaping of the Dwelling Unit and approved pursuant to the Landscaping Plans, and which vegetables, fruit, flowers and/or herbs do not exceed a twelve (12) foot perimeter in the rear of, and immediately adjacent to, the Dwelling Unit. The maximum height of vegetation growth may not exceed the top of one story of the Dwelling Unit. If permitted, such vegetables, fruit, flowers and/or herbs shall be neatly maintained at all times. Mounds of compost shall not be allowed to accumulate; however, a lot owner may maintain a compost bin in the aforementioned twelve (12) foot perimeter area on the condition such compost bin is not visible from the street. Under no circumstances shall any such vegetables, fruit, flowers and/or herbs be used to raise produce or product for commercial sale or other commercial purposes.

(v) **Swing Sets and Sandboxes.** Exterior play or leisure equipment such as swing sets, sandboxes, basketball goals or backboards, trampolines or similar equipment are prohibited without the prior written approval of the Committee as to size, style and location.

(w) **Lawn Irrigation Systems.** No permanent lawn irrigation systems are permitted on any Homesite, as the landscaping, including lawn and grass, is intended to follow the principles of sustainable design outlined in the "Craftsman Village Sustainable Landscape Design and Maintenance Guidelines" described in Section 8(d). Temporary above ground lawn irrigation devices are permitted when establishing the initial landscaping plans of a Homesite.

(x) **Dwelling Unit Size.**

(1) **General Restrictions.** No Dwelling Unit shall be permitted on any Homesite with a square footage size, exclusive of porches (whether screened or not), breezeways, and garages, of less than the following number of square feet:

Minimum Total Square Footage for Dwelling Units on Lots 1 through 8, inclusive:

Single story:	1,200 square feet
1 ½ story:	1,400 square feet
2 story:	1,600 square feet

There is no restriction on the overall square footage of the Dwelling Unit or square footage of any additional story as long as the design complies with the requirements of Section 8(a).

(2) **Garages.** All Dwelling Units must have a full-size attached or detached garage which is capable of storing at least two (2) automobiles, but not in excess of three (3) automobiles. The minimum permitted square footage for any such garage shall be four hundred forty (440) square feet.

(y) **Flag Poles.** No flag poles shall be permitted on a Homesite except in the rear yard. Such flag pole shall not be visible from the street. A flag pole which is mounted to a Dwelling Unit shall be allowed but the maximum size of a flag displayed shall be fifteen (15) square feet.

(z) **Invisible Fences.** “Invisible fences” are permitted, though responsibility for installation and maintenance shall rest with the Owner of each affected Homesite. Any Owner placing any such fence shall assume all risk, expenses, maintenance, and responsibilities therefore, the same to include the possible damage or removal thereof due to utility establishment, repairs, and maintenance. Under no circumstances shall the Committee, Declarant, or the Association have any liability or responsibility for any invisible fences placed on any Homesite by any Owner or other party.

(aa) **Signs.** No sign of any kind shall be displayed to the public view on any Homesite except one (1) sign of not more than eight (8) square feet advertising the Property for sale, or a sign of reasonable dimension used by builders to advertise during the construction and sales periods. Political signs shall be permitted provided that they may be displayed no sooner than two (2) weeks in advance of the election and must be promptly removed after the election. Additionally, there is reserved to the Declarant, its successors and assigns, the right to construct signs as the Declarant shall desire in order to foster the promotion and effect sales of lots or structures in said development, irrespective of such other signage standards.

(ab) **Utilities, Antennas and Satellite Dishes.**

(1) All public utility services, either in the streets or on any lots, including but not limited to electric, gas and telephone service, and cable television, shall be located underground, and shall not be visible.

(2) Ordinarily, no outside above-ground television, A.M., F.M., or short wave radio antennas of any type, may be on any Lots or structures. However, an Owner may erect:

(A) A "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.

(B) An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; or

(C) An antenna that is designed to receive local television broadcast signals.

(3) If possible, any such antenna should be located in the perimeter landscape portion of the Homesite with a minimum of three (3) complementary shrubs or bushes adjacent to such. If possible, the satellite dish shall be located in the rear yard. Nothing in this paragraph requires installation where an acceptable quality signal cannot be received or in such a manner that unreasonably increases the cost of installation. If the direction needed is not obtainable in the perimeter landscaping an individual "clump like" landscaping area shall be created with an artificial rock or other Committee approved device to cover the dish or if the direction needed is not obtainable in the rear yard, the Owner shall work with the Committee to determine the appropriate cover for the dish. Under no circumstances shall the dish be located on the Common Areas or the air space of another Owner's Lot. For example, an antenna cannot be installed such that it extends out beyond the balcony or patio into the air space of the adjoining Lot.

(ac) **Chimney Requirements.** All fireplaces exposed to the front of a Dwelling Unit shall be constructed of masonry material with an apparent foundation. There shall be no direct vent fireplaces except in the side or rear of a Dwelling Unit.

(ad) **On-Street Parking.** On-street parking on the public ways of Craftsman Village PD-R shall be subject to control and regulation by City of Nappanee highway authorities or successors. Additionally, it is the stated goal of the Declarant, and the duty of all Owners of all Homesites, to avoid unnecessary parking or congestion on the public streets of Craftsman Village PD-R. In this regard, it is expressly understood that on-street parking by the residents of Craftsman Village PD-R is permitted, provided however that on street parking shall be restricted to parking on one side of the street as designated by City of Nappanee or the Committee and for Phase I shall be allowed on (1) the South side of East – West streets and (2) the East side of North- South streets.

Section 9. Completion Date.

Any Dwelling Unit begun shall be completed within a period of one (1) year from the date of beginning, or thereafter completely removed.

Section 10. Easements.

There are strips of ground variable in width, as shown on the Plat, and marked “Easement,” or some land similar thereto, reserved for ingress and egress to other common areas for the use of public utilities for the installation of water and sewer mains, poles, ducts, cables, lines and wires, overland drainage flows subject at all times to the property authorities and to the easement herein reserved. No permanent structures shall be erected or maintained upon said strips of land except as noted in this Declaration. No changes shall be made in the grading of any lot areas used as drainage swales as initially provided which would alter the flow of overland storm drainage runoff, but owners of Lots in this Property shall take their titles subject to the rights of the public utilities.

Section 11. Nuisances.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood.

Section 12. Amendment of Covenants.

(a) Until the Turnover Date, it is expressly provided that Declarant shall have the exclusive right to waive and/or amend any or all of the restrictions or covenants contained herein. Any amendment shall be evidenced by the recording of a written amendment signed by Declarant and duly acknowledged before a Notary Public and recorded in the office of the Recorder of Kosciusko County, Indiana, and shall become effective upon such recording. The amendments to this Declaration may include, but are not limited to: (1) bringing this Declaration into compliance with any statutory requirements; (2) correcting clerical or typographical errors in this Declaration or any exhibit hereto or any supplement or amendment hereto; (3) adding or deleting real estate, from time to time, to be bound by these covenants and restrictions, whether by reference thereto and/or amendment of any or all of the restrictions or covenants herein contained and/or amendment of Exhibit "A," or by deleting Exhibit "A" and substituting in lieu thereof an Exhibit "A" which shall contain a legal description of the real estate which shall then be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges contained in these covenants and restrictions as originally recorded, and subsequently from time to time amended, to specifically include but not be limited to certain real estate (A) acquired by Declarant by Corporate Warranty Deed dated May 16, 2013 and recorded July 11, 2013 as Instrument Number 2013070486 and re-recorded to correct the legal description on August 6, 2013 as Instrument Number 2013080239, both in the records of Kosciusko County, Indiana and not otherwise included in the current Exhibit A, and/or (B) over which Declarant holds a Real Estate Option Agreement dated May 16, 2013 and recorded July 11, 2013 as Instrument Number 2013070487 and re-recorded to correct the legal description on August 6, 2013 as Instrument Number 2013080240, both in the records of Kosciusko County, Indiana, which may, at the discretion of the Declarant, be added to and made a part of the Property, in part or in whole, and from time to time. Provided however, as set forth in Section 8(h)(3) that in addition to any modifications of these covenants and restrictions, that the uses of any additional real estate added pursuant to this Section 12 may vary, to include but not be limited to, other types and sizes of single family dwellings, multi-family dwellings, condominiums, commercial construction, community gardens and areas and/or wetlands, with portions of these covenants to apply to such additional real estate as well as additional and/or different appropriate covenants, agreements, easements, restrictions, limitations and charges in the covenants and restrictions for the additional real estate to become a part of the Property; and/or (4) for such other reasons as Declarant deems necessary. Each deed, mortgage or other instrument with respect to a Lot and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power.

(b) After the Turnover Date, this Declaration may be amended at any time by the recording of such amendment executed by the Owners of not less than sixty-seven percent (67%) of the Lots in the Property. Any such amendment shall be evidenced by the recording of a written amendment signed by at least the minimum number of such Owners, duly acknowledged before a Notary Public and recorded in the office of the Recorder of Kosciusko County, Indiana, and shall become effective upon such recording, unless a different effective date is so stated.

Section 13. Duration of Covenants.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 2033, at which time said covenants or restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then Owners of the fee title of not less than sixty-seven percent (67%) of the Lots covered by these covenants or restrictions, it is agreed to change such covenants or restrictions in whole or in part.

Section 14. Separation of Covenants.

Invalidation of any one of the covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of these restrictions shall remain in full force and effect.

Section 15. Effect of Non-Enforcement.

Failure by the Declarant, the Committee or any other Owner of a Dwelling Unit to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

Section 16. Enforcement of Covenants.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any Dwelling Unit, or other improvements, accessories, landscaping, or other property or materials, is hereby vested in each Owner of a Lot in the Property, in the Association and in Declarant, and their successors and assigns. These covenants and restrictions may all be enforced by a civil action for damages and by any other appropriate

remedy at law or in equity. If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons vested with the title to any of the Lots hereinbefore described, the Association, Declarant, and the successors and assigns thereof, to proceed whether in law or in equity, against such person or persons violating or attempting to violate any such covenants, restrictions, or any part of this Declaration, and to enjoin them from so doing, to recover damages for such violation and to seek all other appropriate relief. In the event that the Association or Declarant should employ legal counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including but not limited to reasonable attorney's fees, expenses of removing or altering any Lot which violates this Declaration and any other related expense shall be paid by the Owner of such Lot against whom such enforcement action is brought, and any such expense shall become a Special Assessment against that Lot and be enforceable in the same manner as is provided in this Declaration for other Assessments.

Section 17. Miscellaneous.

(a) Costs and Attorney's Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the Bylaws, or to comply with any provision of this Declaration, the Articles, the Bylaws or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

(b) Severability Clauses. The invalidity of any covenant, restrictions, condition, limitation or other provisions of this Declaration, the Articles or the Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the Bylaws and each shall be enforceable to the great extent permitted by law.

(c) Pronouns. Any reference to the masculine, feminine or neutral gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

(d) Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and

convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

(e) Inconsistencies. Any inconsistency in language, content, or interpretation on the Bylaws, the Articles, and this Declaration shall be resolved so that the provisions and standards of this Declaration shall, in all respects, control, unless otherwise prohibited by applicable law.

Section 18. Notice.

Any notice required to be sent to any Member, Owner or to the Declarant under the provisions of this Declaration, the Articles of Incorporation or the Bylaws shall be deemed to have been properly sent and given when mailed by United States mail, postage prepaid, by certified mail, return receipt requested, postage prepaid, to Declarant, at 18505 County Road 28, Goshen, Indiana 46528, or to any Owner at the address of the Homesite or if a Lot is not a Homesite, then the address provided to the Board of Directors.

IN WITNESS WHEREOF, Declarant has executed this Amended and Restated Declaration as of the date first above written.

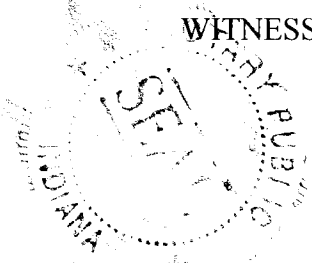
DECLARANT: INNOVATIVE COMMUNITIES, INC.

By  _____
Timothy P. Saylor, President

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, this 27th day of July, 2015, personally appeared Timothy P. Saylor, the President of Innovative Communities, Inc., and who acknowledged for and on behalf of said corporation the execution of the foregoing instrument pursuant to authorization of said corporation.

WITNESS my hand and notarial seal.



Katherine A. Stewart
Katherine A. Stewart, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

8-18-18

Prepared by David E. Swihart, Yoder, Ainlay, Ulmer & Buckingham, LLP
130 N. Main St., P.O. Box 575, Goshen, IN 46527-0575

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. David E. Swihart

Return to: David E. Swihart, 130 N. Main St., P.O. Box 575, Goshen, IN 46527-0575

EXHIBIT A

A PART OF THE RECORDED PLAT OF SAEMANN SUBDIVISION, A SUBDIVISION IN JEFFERSON TOWNSHIP; SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, INDIANA IN PLAT BOOK 8, PAGE 93 AND A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 5 EAST, JEFFERSON TOWNSHIP, KOSCIUSKO COUNTY, INDIANA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 AND ALONG STATE ROAD NO. 19, A DISTANCE OF 1861.47 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO ROBERT L. & JOYCE A. RILEY AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY IN DEED RECORD VOLUME 269, PAGE 353 AND DESCRIBED IN SAID RILEY DESCRIPTION AS THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID NORTHWEST QUARTER; AND THE NORTHWEST CORNER THE PLAT OF JOHN D. METZLER'S SUBDIVISION ON STATE ROAD 19 SOUTH OF NAPPANEE, A SUBDIVISION IN JEFFERSON TOWNSHIP; SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, INDIANA IN PLAT BOOK 4, PAGE 92; THENCE SOUTH 89 DEGREES 21 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SAID RILEY PARCEL , ALSO BEING ALONG THE NORTH LINE OF THE PLAT OF SAID JOHN D. METZLER'S SUBDIVISION ON STATE ROAD 19 SOUTH OF NAPPANEE AND ALONG THE NORTH LINE OF PADDLEBROOK POND SUBDIVISION SEC. III, A SUBDIVISION IN JEFFERSON TOWNSHIP; SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, INDIANA IN PLAT BOOK 11, PAGE 28, A DISTANCE OF 1366.11 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 212.95 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 16.31 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 130.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 90 DEGREES 00

MINUTES 00 SECONDS EAST, A DISTANCE OF 361.94 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE WEST LINE OF THE PLAT OF AFORESAID SAEMANN SUBDIVISION; THENCE NORTH 01 DEGREE 09 MINUTES 11 SECONDS EAST ALONG THE WEST LINE OF SAID SAEMANN SUBDIVISION, A DISTANCE OF 108.53 FEET TO A REBAR MARKING THE SOUTHWEST CORNER OF LOT NUMBER FOUR (4) OF SAID SAEMANN SUBDIVISION; THENCE SOUTH 89 DEGREES 10 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT NUMBER FOUR (4), A DISTANCE OF 66.22 FEET TO THE NORTHWEST CORNER OF LOT NUMBER FIVE (5) IN SAID SAEMANN SUBDIVISION; THENCE SOUTH 01 DEGREE 08 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID LOT NUMBER FIVE (5) AND LOT NUMBER SIX (6) IN SAID SAEMANN SUBDIVISION, A DISTANCE OF 200.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE SOUTHWEST CORNER OF SAID LOT NUMBER SIX (6); THENCE SOUTH 89 DEGREES 10 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT NUMBER SIX (6), A DISTANCE OF 129.00 FEET TO A REBAR MARKING THE SOUTHEAST CORNER OF SAID LOT NUMBER SIX (6); THENCE SOUTH 01 DEGREE 08 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF JACKSON STREET, A SIXTY-SIX (66) FOOT WIDE RIGHT OF WAY AS DEDICATED ON THE PLAT OF SAID SAEMANN SUBDIVISION, A DISTANCE OF 256.23 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE SOUTH LINE OF SAID SAEMANN SUBDIVISION; THENCE NORTH 88 DEGREES 54 MINUTES 23 SECONDS WEST ALONG THE SOUTH LINE OF SAID SAEMANN SUBDIVISION, ALSO BEING THE NORTH LINE OF AFORESAID PADDLEBROOK POND SUBDIVISION SEC. III, A DISTANCE OF 195.28 FEET TO A REBAR MARKING THE SOUTHWEST CORNER OF SAID SAEMANN SUBDIVISION; THENCE NORTH 89 DEGREES 21 MINUTES 50 SECONDS WEST ALONG THE NORTH LINE OF SAID PADDLEBROOK POND SUBDIVISION SEC. III, A DISTANCE OF 338.68 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 4.208 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

EXHIBIT B
Master Plan

