

DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE CROSSING

THIS DECLARATION, made effective this ____ day of _____, 2021, by The Crossing Development, LLC, an Indiana limited liability company ("Declarant"), RC Holdings, LLC, an Indiana limited liability company ("RC Holdings"), and the parties identified on Exhibit 1 (the parties listed on Exhibit 1 may collectively be referred to as the "Enlisted Parties").

WITNESSETH:

WHEREAS, Declarant is the owner of the fee simple title to the real estate located in Elkhart County, Indiana, described as Tract 1 ("Tract 1") and Tract 2 ("Tract 2") as more particularly described on Exhibit "A" attached hereto (Tract 1 and Tract 2 may collectively be referred to as "Declarant Property"); RC Holdings, LLC is the owner of the fee simple title to the real estate located in Elkhart County, Indiana, more particularly described on Exhibit "B" attached hereto ("RC Property"); and those owners of real property who have executed this Declaration are the owners in fee simple of the real estate located in Elkhart County, Indiana, more particularly described on Exhibit "C" attached hereto ("Enlisted Property");

WHEREAS, The real estate which is made subject to this Declaration is described on Exhibit "D" is referred to as the "Property;" it is specifically provided that the definition of "Property" will be expanded to include additional real estate if such is added by Declarant by amendment described in Section 11 below.

WHEREAS, the Property was previously platted as lots 1 through 29, inclusive, and which subdivision was recorded on December 26, 2007, in Plat Book 32, page 37 as Instrument Number 2007-35154 in the records of the Recorder of Elkhart County, Indiana ("The Crossing");

WHEREAS, Declarant owns certain unimproved and unplatted property adjacent to The Crossing described as Tract 2 on Exhibit A and all or a portion of such adjacent property may, at the discretion of the Declarant, be made subject to this Declaration by amendment described in Section 11 below and incorporated into and made a part of The Crossing by Declarant recording a plat in the Office of the Recorder of Elkhart County, Indiana describing a part or all of the same and stating in such plat that the real estate described therein is subject to the covenants and restrictions of this Declaration;

WHEREAS Declarant, RC Holdings, and the Enlisted Property owners by execution of this Declaration assure that all lots which are conveyed which are part of the Property, as defined below, will be conveyed subject to the terms and conditions of this Declaration which will run with the land and be binding upon all parties that have any right, title, or interest in the Property or any part thereof, as well as their legal representatives, heirs, successors, grantees, and assigns and will inure to the benefit of each owner as that term is defined hereinafter.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. **Definitions.** The following terms as used in this Declaration, unless the context clearly requires otherwise, will 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 Crossing Homeowners' Association, Inc., its successors and assigns, a not-for-profit corporation whose members will be the owners of Lots and the owners of lots in another subdivision who are entitled to be a member pursuant to the terms of a duly recorded amendment to this Declaration.

(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) "Bylaws" means the Bylaws of the Association and will 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.

(e) "Committee" means the Architectural Control Committee defined hereinafter in Section 8.

(f) "Common Area" means that portion of the Property designated as common areas, easement areas, buffer areas, drainage and/or detention/retention easement or areas or swales, tree lines, and similar such designations which will be: (i) deeded to or otherwise acquired by or owned by the Association, (ii) located on one or more Lots, but designated on the Plat (or a future plat to additional real estate added to this Declaration) as a common area, or water/stormwater drainage or detention/retention easement/area or detention/retention basin, or (iii) be within the right-of-way of any public way, and forming a part of a tree line buffer, fencing, gates, pillars, or decorative arrangements for The Crossing. By way of clarification Common Areas only applies to real property for which the owner(s) of such real property have executed this Declaration (or later added to this Declaration) and any other real property, even though designated on the Plat as easement areas, buffer areas, drainage and/or detention/retention easement or areas or swales is not included in the definition of Common Area or for which the Association has any maintenance responsibilities under Section 6 hereof.

(g) "Common Expense" includes but is not limited to (1) expenses for administration of the Association; (2) upkeep, maintenance, replacement, repair, insurance (if any), and other expenses of maintenance, landscaping, tree line preservation, and irrigation system maintenance on the Common Areas, including but not limited to all expenses of mowing, inspection, and maintaining the detention/retention basins and/or drainage easements and swales included in the Common Areas, (3) lights (not including lights installed by the Owners), entrance improvements, and landscaping associated therewith owned by the Association; (4) for fulfilling the obligations for Stormwater Management and/or Maintenance for the Property; and (5) for any and all other expenses pertaining to the Common Areas and/or the Association and its activities.

(h) "Declarant" will mean and refer to The Crossing Development, LLC, an Indiana limited liability company, or its assigns or successors in interest.

(i) "Dwelling" or "Dwelling Unit" means the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

(j) "Homeowners' Association's Statutes" means Indiana Code §§ 32-25.5-1 et seq., dealing with homeowners' associations.

(k) "Homesites" means the Lots of The Crossing listed on Exhibit E and any additional lots as designated by the Declarant as "Homesite" in subsequent additions to this Declaration will be known, with each individual lot therein being referred to in the singular as a "Homesite."

(l) "Institutional Lender" means and refers 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 lot.

(m) "Lot" means any plot of ground designated as a Lot upon a recorded plat of the Property.

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

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

(p) "Plat" means the plat of 8.832 acres of land prepared by Brads-Ko Engineering & Surveying, Inc. dated December 26, 2007 and recorded on December 26, 2007 in Plat Book 32, page 37 as Instrument Number 2007-35154 in the records of the Recorder of Elkhart County, Indiana, and also refers to additional and supplemental plats covering the Declarant Property or portions thereof; it is specifically contemplated (subject to amendment per Section 11 below) that the Property may be expanded by the Declarant to include additional and adjacent real estate to the Property described as Tract 2 in Exhibit A attached hereto and made a part hereof.

(q) "Property" is defined in the recitations.

(r) "Stormwater Management and/or Maintenance" means all duties, obligations, standards, regulations, requirements, and/or laws, currently existing, or hereafter established, to which the Property (as expanded) is now subject, or may from time to time hereafter be subject, be such established by Elkhart County authorities, State of Indiana authorities, Federal authorities, or any other governmental unit or regulatory body or agency including, but not limited to the obligations set forth in the Post-Construction Management Plan (PCSMP) for The Crossing dated December 21, 2007 and recorded on December 28, 2007 as Instrument Number 2007-35326 in the Office of the Recorder of Elkhart County, Indiana; Agreement for the Development of Stormwater Facilities dated August 28, 2018 between the City of Goshen, Indiana and Barak Group, LLC and

recorded on September 18, 2018 as Instrument Number 2018-19334 in the Office of the Recorder of Elkhart County, Indiana and the Agreement dated September 25, 2020 between the City of Goshen, Indiana and Barak Group, LLC; recorded on _____, _____ as Instrument Number _____ in the Office of the Recorder of Elkhart County and any other binding agreements or plans entered in to between the City of Goshen or other municipal corporation and the Declarant.

(s) "Villas" is the name by which lots any additional lots as designated by the Declarant as "Villas" in subsequent additions to this Declaration will be known, with each individual lot therein being referred to as a singular "Villa."

2. **Declaration.** Declarant, RC Holdings and the Enlisted Parties hereby expressly declares that the Property will be held, transferred, encumbered, used, sold, conveyed, leased, and occupied in accordance with the provisions of this Declaration.

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 "D" as 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 11.

4. **Association.**

a. **Formation and Function.** The Association has been formed for the purpose of collecting Assessments, providing for the maintenance, repair, replacement, administration, operation, and ownership of the Common Areas, paying taxes assessed against the Association and payable with respect to real estate owned by the Association, paying any other necessary expenses and costs in connection with the Common Areas, fulfilling the obligations associated with the Stormwater Management and/or Maintenance, and such other functions as may be delegated or designated by this Declaration, the Articles, or the Bylaws for the Association to perform. The business and affairs of the Association will be governed and managed by the Board of Directors for such, as such Board of Directors are appointed and serve consistent with this Declaration, the Articles, and the Bylaws.

b. **Membership; Voting Rights; Turnover Date.** Each Owner will 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 Elkhart County, Indiana, conveying title to a Lot to an Owner. The Association will have two (2) classes of members who will be all Owners of Lots (to include Declarant) and all owners of lots that are made subject to these Covenants by Declarant. One class of members will be Owners of a Homesite ("Homesite Member"). Another class of members will be Owners of a Villa ("Villa Member"). Each person holding an interest in any Lot will be a Member; provided, however, that each Lot will have only one (1) vote. No person or entity other than an Owner and the owner of any lot that is made subject to these Covenants, may be a Member. Membership will also be regulated by the Bylaws and Articles. Upon recordation of a deed to a Lot, membership in the Association will 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 certificates of membership. Except as may be required by the Homeowners' Association's Statutes or as specifically provided elsewhere in this Declaration, no Member other than Declarant will 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 signed by Declarant is recorded in the records of the Recorder of Elkhart County, Indiana; (2) the date the Declarant no longer owns any Lots; or (3) December 31, 2035. (The first of the above three events to occur being herein referred to as the Turnover Date.")

c. **Initial Board of Directors; Turnover Date; Subsequent Board(s) of Directors.** The initial Board of Directors will be as designated in the Articles of Incorporation, or thereafter appointed by Declarant, and such Directors, notwithstanding any provision in this Declaration or the Articles or the Bylaws to the contrary, will be the Directors until the Turnover Date or any of them are removed by Declarant 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 will be filled by a person appointed by Declarant, which person or persons will 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. From and after the Turnover Date, all members of the Board of Directors must be Owners. When an Owner consists of more than one (1) person or is a partnership, corporation, LLC, trust, or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee will be eligible to serve on the Board, except that a multiple Lot Owner may only be represented by one (1) member on the Board regardless of the number of Lots owned by such multiple Owner.

d. **Term of Office and Vacancy.** Prior to the Turnover Date, the Board will be deemed to be elected and re-elected by the Declarant. Within thirty (30) days after the Turnover Date, the Association will elect a Board of Directors and will continue to do so annually in accordance with and as prescribed by the Bylaws, and the Members will 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 will 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.

e. **Removal of Directors.** A Director or Directors, except the members of the Board serving until the Turnover Date, may be removed with or without cause by a vote of the majority of the Owners eligible to vote at a special meeting of the Owners duly called and constituted for such purpose with a quorum present. In such case, the Director's successor will be elected at the same meeting from eligible Owners nominated for the office of Director at such meeting. The Director so elected will serve until the next annual meeting of the Owners and until his or her successor is duly elected and qualified.

f. **Authority.** In addition to Common Areas within the Property, Declarant and/or the Association may own or accept ownership of common pathways, signs, entryways, drainage retention areas, easements, trails, lakes, ponds, recreational facilities, lawn irrigation equipment and installations, wells, electric circuit boxes with meter base, water system, and other property in or near the subdivision from the Declarant, or from any other person or entity, to be used and considered as Common Areas for the benefit of the Owners of the Lots. After the Turnover Date, the Board may, and before the Turnover Date, the Declarant may, on behalf of the Association, employ a reputable property management firm, entity, or person upon such terms as the Board or Declarant, respectively, finds, in its discretion, reasonable and necessary. The Board of Directors may promulgate such additional rules and regulations regarding the functions and duties of the Association. Such rules as are adopted may be amended and supplemented by the vote of the majority of the Board of Directors which shall cause copies of such rules to be delivered and mailed promptly to all Owners.

5. **Real Estate Taxes and Utilities.** Real estate taxes are separately assessed and taxed to each Lot and/or to the Common Areas (but only if Common Areas are separately assessed with a tax code number). Any real estate taxes or other assessments or utilities which are chargeable against the Common Areas owned by the

Association, if any, will be paid by the Association and treated as a Common Expense. Each Owner will pay for his own utilities (of every type) which are to be separately metered.

6. **Maintenance of the Common Areas; Assessments.** The Association will be responsible for the maintenance, repair, and replacement of the Common Areas and the improvements thereon (to include the obligations of the Association under the Stormwater Management and/or Maintenance). 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 The Crossing, consistent with this Declaration and the Articles of Incorporation and Bylaws of the Association. The Association will be responsible for such additional general maintenance activities in the Property as the Board of Directors will approve from time to time, and will 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 will also resolve disputes among the Owners of Lots and Dwelling Units 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 will be expenses of the Association, and will thus be a Common Expense, as defined above.

Consistent with the Bylaws of the Association, there will be established an annual budget of the Association. Prior to the Turnover Date, the annual budget of the Association will be established by the Board of Directors. After the Turnover Date, the annual budget of the Association will be voted upon and approved by the Members of the annual meeting thereof, at which annual meeting the Members will adopt an annual budget. After the Turnover Date, but prior to the annual meeting of the Members of the Association, the Board of Directors will cause to be prepared and will 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 Lot contemplated to be paid by each Owner for that year.

Three (3) types of assessments may be imposed against Lots in the Property, to-wit: "Orientation Assessments" to provide initial funding to the Association, "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 will be deemed necessary by the Board of Directors to be incurred by the Association. Assessment amounts of the various types of assessments may vary between the three classes of members. The "Orientation Assessments" may be assessed

and collected simultaneous with closing on the acquisition of the Lot by the ultimate Owner. The Regular Assessments, as contemplated by the annual budget, will be billed and collected as otherwise set forth herein, or as set forth within the Bylaws of the Association. In anticipation of or upon the occurrence of any such unusual or extraordinary expenses not addressed by the annual budget or Regular Assessments, the Board of Directors is authorized to adopt a resolution to make such expenditures and the Board of Directors will have the full right, power, and authority to make a Special Assessment upon each such Lot to pay such expense, without a meeting or approval of the Owners, which Special Assessment will 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.

No Owner may become exempt from paying Orientation Assessments, 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, or as a result of any failure of the Declarant or Association to fulfill its obligations under this Declaration or the Articles of Incorporation or Bylaws of the Association. Each Owner will be personally liable for the payment of all Assessments (Orientation, 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 Orientation, Regular, or Special Assessments will be joint and several. Orientation, Regular, or Special Assessments or any installments thereof which are not paid when due will 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 fails, refuses or neglects to make any payment of any Orientation, Regular, or Special Assessment when due, the Board of Directors may in its discretion declare the entire balance of unpaid Orientation, 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 Elkhart County, Indiana, which Notice of Lien will 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 will include any and all 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 Orientation, Regular, or Special Assessment may not vote on any Association matter during the period such payment is delinquent as permitted by the Homeowners' Association's Statutes. In any action to foreclose the lien, the Owner and any occupant of the Dwelling Unit will 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 will be entitled to the appointment of a

receiver for the purpose of preserving the Lot and Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied towards payment of the Orientation, Regular, or Special Assessment.

Notwithstanding anything contained in this Declaration, the Articles of Incorporation or the Bylaws, any sale or transfer of a Lot to an Institutional Lender pursuant to a foreclosure of its mortgage or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures will extinguish the lien of any unpaid installments 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 and the Association maintains its position of priority for any proceeds from the sale after foreclosure. No such sale, transfer or conveyance will relieve the Lot 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 will be deemed a Common Expense. The Bylaws and/or the Articles of Incorporation of the Association may establish additional or supplemental standards or procedures for establishing an annual budget, or imposing Orientation Assessments, Regular Assessments, and/or Special Assessments, or imposing penalties or fines for failure to timely pay the same.

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

7. **Drainage and Easements.**

a. In the event storm water drainage from any Lot or Lots flows across another Lot, provisions shall be made the Owner of such Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. The elevation of a Lot shall not be changed so as to affect materially the surface elevation or grade of surrounding Lots. Perimeter foundation drains, sump pump drains and downspouts shall not be outletted into streets or street rights-of-way. In the event these drains are connected into a subsurface drainage tile, each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

b. There are strips of ground variable in width, as shown on the Plat, and marked "Easements," reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, overland drainage flows subject at all times to the proper authorities and to the easement herein reserved. No permanent structures will be erected or maintained upon any said strip of land except as noted in this Declaration. No changes will 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. Owners of Lots in the Property will take their titles subject to the rights of the public utilities.

8. **Architectural Control Committee.** There is hereby created the Crossing Architectural Control Committee ("Committee") which will consist of the Board of Directors of the Association, or the designee or designees of such Board of Directors, who will 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 will 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 stated. The Committee will have the authority to approve all plans and specifications for all Dwelling Units for each Lot in the Property. No construction will be commenced until the Committee issues its signed written approval of such plans and specifications. The decision of the Committee will be entirely within its discretion. Until the Turnover Date, it is acknowledged that Declarant shall appoint all members to the Board of Directors of the Association and hence the Committee.

9. **Architectural Control.**

a. **Plans.** In order to maintain harmonious structural design and appearance, no Dwelling Unit or other structure or any additions thereto will be erected, constructed, placed, maintained, or altered on any Lot, nor will the natural topography or drainage of any Lot be altered, until the construction plans for the structure or any addition thereto, or for the topographical alterations and the landscaping (as more particularly set forth below) have been approved by the Committee. A set of complete plans must be submitted to obtain approval and must show floor plan, quality of construction, exterior type and finish, materials, outside colors to be used, harmony of external design with existing structures and location with respect to lot lines, topography and finish grade elevations. Two (2) sets of

complete plans must be submitted. One (1) will be retained in the office of Committee and one (1) will be returned to the builder. The Committee's approval or disapproval as required in this Declaration will be in a signed writing. No structure or improvements of any kind which do not comply fully with such approved plans will be erected, constructed, placed, or maintained upon any Lot, and no changes or deviations in or from such plans as approved will be made without the Committee's prior written signed consent.

b. **Landscaping Plans.** The Owner of each Lot and/or the builder therefor must submit lawn and landscaping plans (two [2] sets, one to be retained in the office of Declarant and one to be returned to the builder) 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.

c. **Limitations.** Neither Declarant, the Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns will 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 will 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 Declarant to recover any damages or to require the Committee or Declarant 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, will 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.

10. **Membership-specific Terms and Covenants.**

(a) **Homesite Members.** In addition to the covenants and restrictions contained herein, Homesite Members are bound by the covenants further detailed in Exhibit E. Homesite Members are not bound by Exhibit F.

(b) **Villa Members.** In addition to the covenants and restrictions contained herein, Villa Members are bound by the covenants further detailed in Exhibit F. Villa Members are not bound by Exhibit E.

11. **Amendment of Covenants.**

(a) **By Owners.** Except as otherwise provided in this Declaration, before and after the Turnover Date, the Owners will have the right to amend any or all of the restrictions or covenants contained herein by following this procedure:

(1) *Meeting.* The resolution concerning a proposed amendment must be adopted by the designated vote set forth in subsection (4) below at a meeting of the Association or Owners duly called and held in accordance with the provisions of the Bylaws or by an amendment signed by all of the then Owners in lieu of a meeting of the Owners.

(2) *Notice.* Notice of the subject matter of any proposed amendment must be included in the notice of the meeting for the proposed amendment.

(3) *Resolution.* A resolution to adopt a proposed amendment may be proposed by the Board or Owners having in the aggregate at least a majority of the votes of all Owners entitled to vote.

(4) *Adoption.* Any proposed amendment to this Declaration must be approved at a meeting of the Association or the Owners having in the aggregate at least seventy-five percent

(75%) of the votes (in person or by proxy) of all Owners entitled to vote (as opposed to seventy-five percent (75%) of the votes of the Owners who attend such meeting) or by an amendment signed by all of the then Owners in lieu of a meeting of the Owners.

(5) *Declarant Consent Required.* Declarant's consent to any amendment under this Section 11(a) is also required if the following conditions are met:

- (A) Declarant owns one (1) or more Lots; and
- (B) Not more than seven (7) years (or such longer time if permitted by the Homeowners' Association's Statutes) have passed since this Declaration was recorded; and
- (C) The Turnover Date has not occurred.

(b) Amendments by Declarant. Notwithstanding the foregoing or anything elsewhere contained herein, until the Turnover Date, the Declarant has and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Association, the Board, any Mortgagee or any other person to amend or supplement this Declaration and/or a PUD or Plat at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing Urban and Rural Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages on Lots, (c) to bring this Declaration into compliance with any statutory requirements, (d) to correct clerical or typographical errors in this Declaration or any exhibit hereto or any supplement or amendment hereto, (e) to amend or correct any of the Covenants and Restrictions contained in this Declaration, (f) to add or delete real estate from the definition of "Property" to be bound by this Declaration whether by reference thereto and/or amendment of any or all of the Covenants and Restrictions herein contained and/or amendment of Exhibit "D," or by deleting Exhibit "D" and substituting in lieu thereof an Exhibit "D" which will contain the legal description of the real estate which will then be subject to and impressed with this Declaration, or (g) to amend or correct any inadvertent inconsistencies in or technical errors related to the drafting of this Declaration which would, without such amendment or correction, reasonably tend or threaten to contravene the general tenor or purpose of this Declaration. Additionally, until the Turnover Date, the Declarant may specifically waive or amend

any of the Covenants and Restrictions otherwise set forth herein if the Declarant, in the Declarant's reasoned judgment, determines that such waiver or amendment is in the best interests of the Property, and in the enhancement of the value and use of the Property generally. In furtherance of the foregoing power of Declarant, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments or waivers described in this Section 11 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof will be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record any such amendments, or make and execute any such waivers. The right of the Declarant to act pursuant to rights reserved or granted under this Section 11(b) will terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Property.

(c) Recording. Each amendment to this Declaration as provided in this Section 11 will be properly executed by the President and Secretary of the Association if amended pursuant to a meeting of the Members (including the signature of Declarant if Section 11(a)(5) is applicable), by all the Owners if amended pursuant to consent of all the Owners under Section 11(a)(4), or by the Declarant if amended pursuant to Section 11(b); and must be recorded in the Office of the Recorder of Elkhart County, Indiana and such amendment will not become effective until so recorded unless a later effective date is stated in the amendment.

(d) Statutory Provisions. This Declaration, the Articles of Incorporation, and/or the Bylaws intend to comply with the Homeowners' Association's Statutes as such statutes may be from time to time hereafter revised or amended and any mandatory provisions thereof to the extent not expressly included are incorporated by reference; provided, however, that where this Declaration, the Articles of Incorporation, and/or the Bylaws establish more permissible stringent, demanding, or enforcement based provisions than said statutes, and where said statutes permit such to be included, the provisions of this Declaration, the Articles of Incorporation, and/or the Bylaws will control.

12. Duration of Covenants. These covenants and restrictions are to run with the land and will be binding on all parties and all persons claiming under them until December 31, 2035, at which time said covenants and restrictions will be automatically extended for successive periods of ten (10) years, unless it is agreed to

change such covenants or restrictions in whole or in part by a vote of the then Owners of the fee title of not less than seventy-five percent (75%) of the Lots covered by these covenants and restrictions.

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

14. **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 the Declarant and its 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 violate or attempt to violate any of the covenants herein, it will be lawful for any other person or persons vested with the title to any of the Lots hereinbefore described, the Association, the 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 attorneys' fees, expenses of removing or altering any Dwelling or Lot which violates this Declaration and any other related expenses will be paid by the Owner of such Dwelling or Lot against whom such enforcement action is brought, whether by the filing of a lawsuit or otherwise, and any such expense will become a Special Assessment against that Lot and be enforceable in the same manner as is provided in this Declaration for other Assessments.

15. **Effect of Non-Enforcement.** Failure by the Declarant, the Association or any other Owner of a Dwelling Unit to enforce any restriction, condition, covenant or agreement herein contained will 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 and will in no way be construed as a permission to deviate from said restrictions, conditions and covenants.

16. **Notice.** Any notice required to be sent to Declarant under provisions of this Declaration, the Articles of Incorporation, or the Bylaws will be deemed to have been properly sent and given when mailed by United States mail, postage prepaid, by certified mail, return receipt requested, to Declarant at 202 Lincolnway

East Suite 103, Mishawaka, 46544, or such other place as Declarant may designate to the Indiana Secretary of State as its registered office. Any notice required to be sent to any Member or Owner under provisions of this Declaration, the Articles of Incorporation, or the Bylaws will be deemed to have been properly sent and given when delivered personally to the address of the Lot or mailed by regular United States mail or certified mail, return receipt requested, to the address of the Lot.

17. **Assignment.** Declarant may assign some or all of its rights and responsibilities as Declarant under this Declaration to the Association, to the Committee or to any other person or entity pursuant to an assignment and assumption which is recorded in the records of Elkhart County, Indiana either pursuant to a transfer of interest in the Property or otherwise.

18. **Binding.** RC Holdings, LLC and any owners of the Enlisted Property who have executed this Declaration hereby acknowledge for themselves and their grantees, transferees, heirs and assigns, that this Declaration shall apply to the RC Property and the Enlisted Property as if said Declaration had been recorded with regard to such real property before the sale of such real property to said owners and shall run with title to the Tract 1, the RC Property and the Enlisted Property.

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THE CROSSING DEVELOPMENT, LLC

By: _____
Tom DeMeester, Member and Authorized Signatory

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a notary public in and for said County and State, personally appeared the above named Tom DeMeester, as Member and Authorized signatory of The Crossing Development, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing for and on behalf thereof, and that he was duly authorized to do so.

WITNESS my hand and notarial seal this ____ day of _____, 2020.

_____, Notary Public
Residing in _____ County, Indiana
Commission No.: _____

My Commission Expires: _____

RC HOLDINGS:
LOTS 1,5,6,12,16,17
18,19, and 20

RC HOLDINGS, LLC

Name:
Title:

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, the _____ of RC Holdings, LLC and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing and that s/he was so authorized to do.

WITNESS my hand and notarial seal on this ____ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

LOT 2:

Robert Hardesty

Beulah D. Hardesty

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Hardesty and Beulah D. Hardesty, husband and wife, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing.

WITNESS my hand and notarial seal on this ____ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

LOT 3:

Cherie D. Bergan

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Cherie D. Bergan and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing.

WITNESS my hand and notarial seal on this ____ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

LOT 4:

John Truong

Hieu D. Truong

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Truong and Hieu D. Truong, tenants in common, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing.

WITNESS my hand and notarial seal on this ____ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

LOT 7:

Fray Jose Mancilla

Crystal Kathleen Hoover

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Fray Jose Mancilla and Crystal Kathleen Hoover, husband and wife, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing.

WITNESS my hand and notarial seal on this ____ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

LOTS 8 and 9 :

GRANITE RIDGE BUILDERS, INC.

Name:
Title:

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, the _____ of Granite Ridge Builders, Inc. and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing and that s/he was so authorized to do.

WITNESS my hand and notarial seal on this ____ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

LOT: 10:

Brenda J. Kauffman

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brenda J. Kauffman and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing.

WITNESS my hand and notarial seal on this ____ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

LOT: 11:

Dallas Barkman

Carla A. Narvaez-Barkman

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dallas Barkman and Carla A. Narvaez-Barkman, husband and wife, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing.

WITNESS my hand and notarial seal on this ____ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

LOT 13:

Eric Alvarez Lopez

Ma Macias Alvarez

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Eric Alvarez Lopez and Ma Macias Alvarez, joint tenants with rights of survivorship, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing.

WITNESS my hand and notarial seal on this ____ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

LOT: 14:

Joshua I. Barba

Megan Barba

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joshua I. Barba and Megan Barba, husband and wife, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing.

WITNESS my hand and notarial seal on this ____ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

LOT: 15:

Carlvene C. Neely Jr.

Katherine H. Neely

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carlvene C. Neely Jr. and Katherine H. Neely, husband and wife, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing.

WITNESS my hand and notarial seal on this ____ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

LOT: 21:

Ruth Borntreger

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ruth Borntreger and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing.

WITNESS my hand and notarial seal on this ____ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

LOT: 22:

Samuel Gutierrez Rangel

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Samuel Gutierrez Rangel and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing.

WITNESS my hand and notarial seal on this ____ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

Lot: 23

Edward J. Plug

Irma O. Plug

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edward J. Plug and Irma O. Plug, husband and wife, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing.

WITNESS my hand and notarial seal on this ____ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

LOT: 24

Jesus E. Araujo Gutierrez

Agy C. Medina De Araujo

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jesus E. Araujo Gutierrez and Agy C. Medina De Araujo, husband and wife, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing.

WITNESS my hand and notarial seal on this ____ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

LOT__ : SIGNATURE HOMES BY MILLER & DAVISON, LLC

Nir Davison, Member

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Nir Davison, Member of Signature Homes by Miller & Davison, LLC and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Crossing.

WITNESS my hand and notarial seal on this ___ day of _____, 2021.

_____, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

Prepared by Jackson W. Beck, Yoder, Ainlay, Ulmer & Buckingham, LLP
130 North Main Street, Goshen, IN 46526

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. Jackson W. Beck, 130 North Main Street, Goshen, IN 46526.

EXHIBIT 1
ENLISTED PARTIES

Robert Hardesty and Beulah D. Hardesty
Cherie D. Bergan
John Truong and Hieu D. Truong
Fray Jose Mancilla and Crystal Kathleen Hoover
Granite Ridge Builders, Inc
Brenda J. Kauffman
Dallas Barkman and Carla A. Narvaez-Barkman
Eric Alvarez Lopez and Ma Macias Alvarez
Joshua I. Barba and Megan Barba
Carlvene C. Neely Jr. and Katherine H. Neely
Ruth Borntreger
Samuel Gutierrez Rangel
Edward J. Plug and Irma O. Plug
Jesus E. Araujo Gutierrez and Agny C. Medina De Araujo
Signature Homes by Miller & Davison, LLC

EXHIBIT A
DECLARANT PROPERTY

TRACT 1: LOTS NUMBERED TWENTY-SIX (26), TWENTY-SEVEN (27), TWENTY-EIGHT (28), AND TWENTY-NINE (29), AS THE SAME ARE KNOWN AND DESIGNATED ON THE RECORDED PLAT OF THE CROSSING, A SUBDIVISION IN ELKHART TOWNSHIP; SAID PLAT BEING RECORDED IN PLAT BOOK 32, PAGE 37, AND AS INSTRUMENT NO. 2007-35154, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA. LESS AND EXCEPTING THE SOUTH EIGHTEEN (18) FEET OF THE ABOVE DESCRIBED LOTS.

TRACT 2: A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A COUNTY MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 AND THE CENTERLINE OF COUNTY ROAD NUMBER 19, A DISTANCE OF 1090.49 FEET TO A MAG NAIL MARKING THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO JAMES M. RUPRIGHT AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2006-19435, INSTRUMENT NUMBER 2006-19436 AND INSTRUMENT NUMBER 2006-19437, THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 AND THE CENTERLINE OF COUNTY ROAD NUMBER 19, A DISTANCE OF 240.06 FEET TO A MAG NAIL MARKING A NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO LARRY DEAN MARTIN AND CARL B. MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 93-003285; THENCE SOUTH 89 DEGREES 09 MINUTES 09 SECONDS EAST ALONG A LINE OF SAID MARTIN PARCEL, A DISTANCE OF 225.00 FEET TO A CORNER OF SAID MARTIN PARCEL; THENCE NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF SAID MARTIN PARCEL, ALSO BEING THE EAST LINE OF LOT NUMBER ONE (1) THROUGH LOT NUMBER SEVEN (7), INCLUSIVE, AS THE SAID LOTS ARE KNOWN AND DESIGNATED ON THE PLAT OF HAY'S FARM SUBDIVISION, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF

ELKHART COUNTY IN PLAT BOOK 16, PAGE 8, A DISTANCE OF 807.89 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO LARRY W. AND ESTHER MAE SHIRK AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 98-021249; THENCE 89 DEGREES 06 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF SAID SHIRK PARCEL, A DISTANCE OF 628.57 FEET TO THE SOUTHEAST CORNER OF SAID SHIRK PARCEL; THENCE SOUTH 00 DEGREES 13 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID SHIRK PARCEL, A DISTANCE OF 458.18 FEET TO A REBAR ON THE WEST LINE OF A PARCEL OF LAND CONVEYED TO STEVEN M. HAY AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 98-005069; THENCE SOUTH 00 DEGREES 27 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID HAY PARCEL, A DISTANCE OF 739.68 FEET TO A REBAR MARKING THE NORTHEAST CORNER OF THE AFORESAID RUPRIGHT PARCEL; THENCE SOUTH 89 DEGREES 58 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF SAID RUPRIGHT PARCEL, A DISTANCE OF 1304.95 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

LESS AND EXCEPTING THEREFROM ALL THAT PORTION OF THE PLAT OF THE CROSSING LYING WITHIN THE BOUNDS OF THE ABOVE DESCRIBED REAL ESTATE; SAID PLAT BEING RECORDED DECEMBER 26, 2007, IN PLAT BOOK 32, PAGE 37, AND AS INSTRUMENT NO. 2007-35154, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

EXHIBIT B
RC PROPERTY

Lot One (1) as shown on the Plat of the Crossing, recorded December 26, 2007, in the Office of the Recorder of Elkhart County, Indiana, as Instrument No. 2007-35154, and in Plat Book 32, page 37.

Lot Five (5) as shown on the Plat of the Crossing, recorded December 26, 2007, in the Office of the Recorder of Elkhart County, Indiana, as Instrument No. 2007-35154, and in Plat Book 32, page 37.

Lot Six (6) as shown on the Plat of the Crossing, recorded December 26, 2007, in the Office of the Recorder of Elkhart County, Indiana, as Instrument No. 2007-35154, and in Plat Book 32, page 37.

Lot Twelve (12) as shown on the Plat of the Crossing, recorded December 26, 2007, in the Office of the Recorder of Elkhart County, Indiana, as Instrument No. 2007-35154, and in Plat Book 32, page 37.

Lot Sixteen (16) as shown on the Plat of the Crossing, recorded December 26, 2007, in the Office of the Recorder of Elkhart County, Indiana, as Instrument No. 2007-35154, and in Plat Book 32, page 37.

Lot Seventeen (17) as shown on the Plat of the Crossing, recorded December 26, 2007, in the Office of the Recorder of Elkhart County, Indiana, as Instrument No. 2007-35154, and in Plat Book 32, page 37.

Lot Eighteen (18) as shown on the Plat of the Crossing, recorded December 26, 2007, in the Office of the Recorder of Elkhart County, Indiana, as Instrument No. 2007-35154, and in Plat Book 32, page 37.

Lot Nineteen (19) as shown on the Plat of the Crossing, recorded December 26, 2007, in the Office of the Recorder of Elkhart County, Indiana, as Instrument No. 2007-35154, and in Plat Book 32, page 37.

Lot Twenty (20) as shown on the Plat of the Crossing, recorded December 26, 2007, in the Office of the Recorder of Elkhart County, Indiana, as Instrument No. 2007-35154, and in Plat Book 32, page 37.

(All Tracts Acquired by Warranty Deed dated February 25, 2008 and recorded March 10, 2008 as Instrument Number 2008-06043 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Numbers: 20-11-17-302-

001.000-015, 20-11-17-302-005.000-015, 20-11-17-302-006.000-015, 20-11-17-302-012.000-015, 20-11-17-302-016.000-015, 20-11-17-302-017.000-015, 20-11-17-302-018.000-015, 20-11-17-302-019.000-015).

EXHIBIT C
ENLISTED PROPERTY

LOT 2

Lot Numbered Two (2) as the said Lot is known and designated on the recorded Plat of the Crossing; recorded December 26, 2007, in Plat Book 32, page 37, in the Office of the Recorder of Elkhart County, Indiana.

(Acquired by Warranty Deed dated November 19, 2010 and recorded November 24, 2010 as Instrument Number 2010-23791 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-302-002.000-014)

LOT 3

Lot Numbered Three (3) as the said Lot is known and designated on the recorded Plat of the Crossing; recorded December 26, 2007 as Instrument No. 2007-35154 and in Plat Book 32, page 37, in the Office of the Recorder of Elkhart County, Indiana.

(Acquired by Warranty Deed dated May 29, 2019 and recorded June 3, 2019 as Instrument Number 2019-10488 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-302-003.000-015)

LOT 4

Lot Numbered Four (4) as the said Lot is known and designated on the recorded Plat of the Crossing; recorded December 26, 2007 as Instrument No. 2007-35154 and in Plat Book 32, page 37, in the Office of the Recorder of Elkhart County, Indiana.

(Acquired by Warranty Deed dated July 31, 2015 and recorded October 21, 2015 as Instrument Number 2015-21732 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-302-004.000-014)

LOT 7

Lot Numbered Seven (7) as the said Lot is known and designated on the recorded Plat of the Crossing; recorded December 26, 2007 in the Office of the Recorder of Elkhart County, Indiana, in Plat Book 32, page 37 and as Instrument No. 2007-35154.

(Acquired by Warranty Deed dated December 21, 2018 and recorded December 26, 2018 as Instrument Number 2018-26303 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-302-007.000-014)

LOT 8

Lot Numbered 8 in The Crossing as per plat thereof recorded December 26, 2007 as Instrument Number 2007-35154 in Plat Book 32, page 37 in the Office of the Recorder of Elkhart County, Indiana.

(Acquired by Warranty Deed dated March 17, 2016 and recorded March 21, 2016 as Instrument Number 2016-04941 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-302-008.000-014)

LOT 9

Lot Numbered 9 in The Crossing as per plat thereof recorded December 26, 2007 as Instrument Number 2007-35154 in Plat Book 32, page 37 in the Office of the Recorder of Elkhart County, Indiana.

(Acquired by Warranty Deed dated September 15, 2016 and recorded September 20, 2016 as Instrument Number 2016-19114 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-302-009.000-014)

LOT 10

Lot Numbered Ten (10) as shown on the Plat of The Crossing, recorded December 26, 2007, in the Office of the Recorder of Elkhart County, Indiana, as Instrument No. 2007-35154 and in Plat Book 32, page 37.

(Acquired by Warranty Deed dated July 18, 2017 and recorded July 20, 2017 as Instrument Number 2017-15062 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-302-010.000-014)

LOT 11

Lot Numbered Eleven (11) as the said Lot is known and designated on the recorded Plat of The Crossing; said Plat being recorded December 26, 2007 in Plat Book 32, page 37 in the Office of the Recorder of Elkhart County, Indiana.

(Acquired by Quit Claim Deed dated October 13, 2020 and recorded November 3, 2020 as Instrument Number 2020-26129 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-302-011.000-015)

LOT 13

Lot Numbered 13 as shown on the plat of The Crossing, recorded December 26, 2007, in the Office of the Recorder of Elkhart County, Indiana, in Plat Book 32, page 37 and as Instrument No. 2007-35154.

(Acquired by Warranty Deed dated October 30, 2020 and recorded January 4, 2021 as Instrument Number 2021-00052 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-302-013.000-015)

LOT 14

Lot Numbered 14 in The Crossing, as per plat thereof recorded December 26, 2007 in Plat Book 32, page 37 and in Instrument No. 2007-35154 in the Office of the Recorder of Elkhart County, Indiana.

(Acquired by Warranty Deed dated October 11, 2018 and recorded October 17, 2018 as Instrument Number 2018-21569 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-302-014.000-014)

LOT 15

Lot Numbered Fifteen (15) in The Crossing as per plat thereof recorded in Plat Book 32, page 37 in the Office of the Recorder of Elkhart County, Indiana.

(Acquired by Warranty Deed dated April 15, 2016 and recorded April 20, 2016 as Instrument Number 2016-07087 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-302-015.000-014)

LOT 21

Lot Numbered 21, as shown on the plat of the Crossing, as per plat thereof recorded December 26, 2007 in Plat Book 32, page 37 as Instrument Number 2007-55154, in the Office of the Recorder of Elkhart County, Indiana.

(Acquired by Warranty Deed dated February 1, 2018 and recorded February 2, 2018 as Instrument Number 2018-02466 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-352-002.000-014)

LOT 22

Lot Numbered 22 as the said Lot is known and designated on the recorded Plat of The Crossing, a Subdivision in Elkhart Township, Elkhart County, Indiana, as per plat thereof recorded December 26, 2007 in Plat Book 32, page 37 in the Office of the Recorder of Elkhart County, Indiana.

(Acquired by Warranty Deed dated March 3, 2016 and recorded March 14, 2016 as Instrument Number 2016-04487 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-352-003.000-014)

LOT 23

Lot Numbered 23 in The Crossing, as per plat thereof recorded in Plat Book 32, page 37 in the Office of the Recorder of Elkhart County, Indiana.

(Acquired by Warranty Deed dated July 14, 2014 and recorded July 16, 2014 as Instrument Number 2014-12852 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-352-004.000-014)

LOT 24

Lot Numbered 24 in The Crossing, a Subdivision in Elkhart Township, as per plat thereof recorded December 26, 2007 in Plat Book 32, page 37, and as Instrument No. 2007-35154, in the Office of the Recorder of Elkhart County, Indiana, Less and Excepting the South 18 feet of the above described lot.

(Acquired by Warranty Deed dated July 8, 2020 and recorded July 16, 2020 as Instrument Number 2020-15448 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-352-011.000-015)

LOT 25

LOT NUMBER TWENTY-FIVE (25) AS THE SAME IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF THE CROSSING, A SUBDIVISION IN ELKHART TOWNSHIP; SAID PLAT BEING RECORDED IN PLAT BOOK 32, PAGE 37, AND AS INSTRUMENT NO. 2007-35154, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA. LESS AND EXCEPTING THE SOUTH EIGHTEEN (18) FEET OF THE ABOVE DESCRIBED LOT.

(Acquired by Quit Claim Deed dated July 10, 2019 and recorded July 26, 2019 as Instrument Number 2019-15008 in the Office of the Recorder of Elkhart County, Indiana. Tax Code Number: 20-11-17-352-012.000-015)

EXHIBIT D
PROPERTY

All the property described in Exhibit B; all the property described in Exhibit C; and the portion of property in in Exhibit A designated as Tract 1. Tract 2 of Exhibit A may be incorporated to the Declaration after or simultaneously with the recording and dedication of a plat for such real property in the Office of the Recorder of Elkhart County, Indiana.

EXHIBIT E
HOMESITE MEMBER COVENANTS

The following covenants apply specifically to the owners of a "Homesite" as defined herein, being:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29 of the Property. [By clarification the Homesite Member Covenants do not apply to Lots XX of The Crossing.]

1. **Land Use.** Lots may be used only for the maintenance and use thereon of a Dwelling Unit and for other single family residential purposes and only one (1) Dwelling Unit not to exceed two stories thereon. No portion of a Lot may be sold or subdivided such that there will be thereby a greater number of residences in the Plat than the number of the original Lots depicted on the Plat. Notwithstanding any provision in the applicable zoning ordinance to the contrary, no Lot may be used for any "special use" that is not clearly incidental or necessary to single family dwellings. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows may be permitted. Any use is permitted that is conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate 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 or display 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 sold upon the Lot; c) no person employed other than a member of the immediate family residing on the Lot; and d) no activity that requires off-street parking by city or other local codes, e) no mechanical or electrical equipment is used, provided that, in no event shall an implement or vehicle repair shop, barber shop, styling salon, beauty parlor, tea room, fortune- telling parlor, massage parlor, animal hospital, or any form of animal care or treatment such as animal trimming or grooming, be construed as a home occupation.

2. **Driveways.** All driveways must be paved with four (4) inch thick concrete or such other permeable pavers as approved the Architectural Control Committee. Resurfacing or replacing the concrete with gravel, asphalt or any product other than concrete or approved permeable pavers is not permitted.

3. **Water Systems.** Each Owner shall connect to such water line to provide water for domestic use on the Lot and shall pay all connection, availability or other charges lawfully established with respect to connections thereto.

4. **Tennis Courts/ Pools/ Hot Tubs/ Swim Spas.** No tennis courts nor above ground pools shall be permitted. In-ground pools shall be permitted. Hot tubs or Swim Spas will be permitted on the patio area of the home and the location thereof shall be approved by the Committee. Hot tubs and Swim Spas shall be maintained in good repair by the homeowner.

5. **Building Location.** No building shall be located on any Lot near to the right-of-way line than the minimum building setback lines as shown on the recorded Plat and/or as approved by the City in the building permit process.

6. **Insurance.** Each Owner shall maintain insurance on the Owner's Dwelling Unit and Lot. The Association does not provide or pay for any insurance coverage over a Lot, Dwelling Unit, or contents of the same, such insurance being the Owner's sole responsibility.

7. **Fencing.** Fencing is allowed only around the rear Lot perimeter, and not to exceed a height of six (6) feet if white vinyl fence or not to exceed five (5) feet if wrought iron style aluminum fence is installed. Installation of other rear Lot perimeter fencing may be approved in advance in writing by the Architectural Control Committee.

8. **Dwelling Unit Size.**

(a) **General Restrictions.** Exclusive of porches (whether one or two story and whether screened or not), basements, walk-out basement or lower levels and garages, no Dwelling Unit will be permitted on any Lot with a living floor area or the main structure of less than 1,500 square feet for a ranch home, and all others not less than 1,800 square feet.

(b) **Garages.** All Dwelling Units must have a full size attached garage which is capable of storing two (2) to three (3) automobiles.

(c) **Roof Shingles.** The shingles on all roofs shall be dimensional shingles.

(d) Stone/Brick on Exterior Face. Ranches shall have Thirty (30%) percent stone/brick on face of Dwelling Unit. Two-story homes shall have Twenty (20%) percent stone/brick on face of Dwelling Unit.

9. Nuisances. No noxious, offensive, or illegal activity will be conducted on or upon any Lot, nor will anything be done thereon which constitutes a public annoyance or nuisance in the neighborhood.

10. Temporary Structures; Equipment and Vehicle Storage. No structure of a temporary character, cellar, shack, garage, barn, tool shed, storage shed, or other out building of any type or nature will be used on any Lot at any time, except for the purpose of Dwelling construction and temporary Dwelling maintenance. No permanent structure for the hanging of laundry, rugs, or other items outside the Dwelling Unit is permitted. No detached furnaces (located outside the footprint of the residential Dwelling and not including the garages or other appurtenant structure) or structures therefor will be permitted. No commercial or industrial vehicle or equipment, mechanical or electrical equipment, tractor, semi-trailer, truck, recreational vehicle, snowmobile, boat, trailer, or motor home will be placed for storage or repair on any part of the exterior of any Lot. No automobile will be repaired or stored in a non-functional condition on any part of the exterior of any Lot. No awnings will be permitted without the Committee's advance signed written approval. No storage sheds are allowed unless approved by the Committee. The Committee will approve the location of a storage building as provided at Section 7 herein.

11. Signs. No sign of any kind will be displayed to the public view of any Lot except one sign of not more than six (6) square feet advertising a Dwelling Unit and/or Lot for sale or a sign of reasonable dimension used by a builder to advertise during construction and sales period. There is reserved to the Declarant, its successors and assigns, the right to construct signs as the Declarant desires in order to foster the promotion and effect sales of Lots or Dwelling Units that are subject to this Declaration.

12. Animals. No animals, including pigeons, livestock or poultry of any kind shall be raised, bred or kept on any Lot for either commercial or personal use except that dogs, cats, or ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Dogs and cats cannot be housed or regularly kept outside of the Dwelling Unit and are not permitted to become a neighborhood nuisance, hazard or threat to public health and safety in any manner. Pets shall be taken outdoors only under leash or other restraint and while attended by its owner and an owner shall be fully liable for any injury or damage to persons or property, including the common areas within the neighborhood.

13. **Garbage and Refuse Disposal.** No Lot will be used or maintained as a dumping ground for rubbish, trash, junk or the like. Trash, garbage or other waste will not be kept except in appropriate residential trash and garbage containers. All containers or other equipment for the storage or disposal of such material will be kept in a clean and sanitary condition.

14. **Sewer and Water Connections.** All Dwellings are required to connect to the City of Goshen's sanitary sewer system and public water system and the Owners thereof will pay any required tap-on fees and any fees assessed thereafter.

15. **Completion Date.** Any Dwelling Unit begun must be completed within a period of one (1) year from the date of beginning, or shortly thereafter completely removed and the Lot return to original condition. The side, front, and rear yards of each Lot will be planted with grass seed, sod or ground cover, unless otherwise approved by the Committee, within one hundred and eighty (180) days after the Dwelling Unit is completed, or as soon as is reasonably practical, or when the Dwelling Unit is occupied as a home, whichever is earliest. The best time to seed is between May 10 and June 15 or August 10 and September 30.

16. **Fuel Storage Tanks.** No oil, fuel, or other noxious or flammable chemical storage tanks may be installed above ground, underground or concealed within the main structure of the Dwelling Unit, basement or attached garage, or in any way placed upon or in any Lot.

17. **Lot Division.** There will be no subdivision or sale of any portion or fraction of a Lot by an Owner for any purpose. Until the Turnover Date, the Declarant retains the sole right and control of the subdivision of the real estate.

18. **Lighting.** A dusk to dawn electric post light must be installed by the builder or Lot Owner and maintained by the Lot Owner on each Lot in front of the front yard setback line. Such post light will be equipped with automatic light sensitive equipment in order to provide for automatic operation of such lights from dusk until dawn. Such light must be kept in good working condition at all times by the Owner of the Lot.

19. **Mailboxes.** Each Dwelling Unit must have a mailbox provided by the Owner. Such mailbox must be kept in good working order and condition, and be maintained aesthetically at all times by the Owner of the Lot. The Committee will establish a given uniform style for mailboxes given the homogeneous appearance

desired by this Declaration and will approve the location of all mailboxes. Newspaper receptacles may be included as part of the approved mailbox but separate newspaper boxes are expressly prohibited.

20. **Lot Yards.** All Lots on which a residential dwelling is constructed thereon shall initially have a sodded front yard and side yard, and sodded or seeded back yards.

21. **Utilities and Television Antennas.** All public utility services, either in the streets or on any Lots, including but not limited to electric, gas, telephone, cable television, and other communication services will be located underground, and will not be visible. Provided, however, that a satellite dish, not to exceed one meter in circumference, except as otherwise required to be permitted by applicable state or federal law, will be permitted on any Lot containing a Dwelling Unit subject to the following criteria being satisfied. Any such dish must be located and be attached/installed on the back one-half (1/2) of the roof of the Dwelling Unit in an inconspicuous location, and such location of such dish must be approved by the Committee. All off-street lighting will be situated on posts with no lines visible. To assure the enforcement of this restriction, the Declarant, for itself, its successors and assigns does hereby agree:

(a) To prohibit the erection and use of overhead wires, poles, and other facilities of any kind above or around the perimeter of the Property, including but not limited to those associated with electrical, television, cable and communications. Nothing herein should be construed to prohibit street lighting or ornamental yard light if serviced by underground wire or cable.

(b) To require accessibility to all strips in which underground service is located for operation, maintenance, or replacement of facilities.

(c) To require that the Owner of any Dwelling Unit erected on the Property must pay any cost differential for underground service laterals.

22. **Fires.** Except for a fire pit with a maximum width of thirty-four (34) inches approved by the Committee, no fires, campfires, campfire pits, burn pits, or other types of incineration devices are permitted to function, operate, or be placed upon any Lot, street, sidewalk or roadway on the Property, or within any Common Area. No fire for vegetation or trash burning or otherwise shall be permitted to burn upon any Lot, street, sidewalk or roadway on the Property.

EXHIBIT F
VILLA MEMBER COVENANTS

The following covenants apply specifically to the owners of a "Villa" as defined herein. There are no Villas in The Crossing. It is anticipated that in the expansion of the Property to the adjacent real estate described as Tract 2, the amendment to the Declaration will described the new Lots added as Villas.

1. **Land Use.** Lots may be used only for the maintenance and use thereon of a Dwelling Unit and for other single family residential purposes and only one (1) Dwelling Unit not to exceed two stories thereon. No portion of a Lot may be sold or subdivided such that there will be thereby a greater number of residences in the Plat than the number of the original Lots depicted on the Plat. Notwithstanding any provision in the applicable zoning ordinance to the contrary, no Lot may be used for any "special use" that is not clearly incidental or necessary to single family dwellings. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows may be permitted. Any use is permitted that is conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate 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 or display 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 sold upon the Lot; c) no person employed other than a member of the immediate family residing on the Lot; and d) no activity that requires off-street parking by city or other local codes, e) no mechanical or electrical equipment is used, provided that, in no event shall an implement or vehicle repair shop, barber shop, styling salon, beauty parlor, tea room, fortune- telling parlor, massage parlor, animal hospital, or any form of animal care or treatment such as animal trimming or grooming, be construed as a home occupation.

2. **Driveways.** All driveways must be paved with four (4) inch thick concrete or such other permeable pavers as approved the Architectural Control Committee. Resurfacing or replacing the concrete with gravel, asphalt or any product other than concrete or approved permeable pavers is not permitted.

3. **Water Systems.** Each Owner shall connect to such water line to provide water for domestic use on the Lot and shall pay all connection, availability or other charges lawfully established with respect to connections thereto.

4. **Tennis Courts/ Pools/ Hot Tubs/ Swim Spas.** No tennis courts, above ground pools, or in-ground pools shall be permitted. Hot tubs or Swim Spas will be permitted on the patio area of the home and the location thereof shall be approved by the Committee. Hot tubs and Swim Spas shall be maintained in good repair by the homeowner.

5. **Building Location.** No building shall be located on any Lot near to the right-of-way line than the minimum building setback lines as shown on the recorded Plat and/or as approved by the City in the building permit process.

6. **Landscaping and Plantings.** Each Owner is under the Villa concept which, for a fee, their lawns will be mowed, the landscaping across the front of the home will be maintained, and the sidewalks and driveways of their respective Lots as well as the private streets within the neighborhood cleared of snow, all under certain guidelines and standards as provided by the Association. Owners may remove, plant, install or maintain any flowers, trees, shrubbery or other plant materials on a Lot only in accordance with a landscaping plan approved by the Architectural and Landscape Control Committee (Landscaping Plan). If additional approved landscaping is added by the Owner, Owner and subsequent Owners of the property shall maintain such additional landscaping.

All homes have their own irrigation system on each lot which includes an automatic timer control which is mounted on the exterior of the home. The Association will be responsible for contracting and paying for the annual turning on and shutting down, including "blowing out" of the irrigation system. Other than this, Owners are responsible for maintaining their own irrigation system and sprinkler controls on each Lot. The Association shall determine minimum and maximum intervals, permissible periods and times of day of irrigation. Although adjusting the automatic timer control is the responsibility of the Owner, the Association may adjust such controls if deemed necessary to properly maintain the yard. Water is supplied from each Lot's water system and payment of such water bill is the responsibility of the Owner.

Each Owner shall be responsible for maintaining at the Owner's expense any trees located on the Owner's Lot, which maintenance shall include but not be limited to pruning and removing any such trees which are dead or unsightly or any unsightly, dead or dangerous portions of such trees. In the event the Association advises an Owner in writing that replacement or removal of a portion or all of a tree or trees which Owner is responsible to maintain is necessary, and the Owner fails to maintain or remove such tree or trees after sixty (60) days prior

written notice, (except that notice is waived in cases of emergency), the Association may, in its discretion, have the tree or trees maintained or removed and charge the Owner as an additional expense for such services.

7. **Maintenance of Exterior.** Each Owner shall furnish, perform and be responsible for at the Owner's expense the customary repair, improvement, maintenance and decoration of the exterior of his/her Dwelling Unit. An Owner may not paint, decorate or make any change in the appearance or any other portion of the exterior of any Dwelling Unit which would vary it from the plans which were approved by the Architectural Control Committee without the prior written approval of the Board of Directors and Architectural and Landscape Control Committee. Owners may only make changes after prior written approval by the Committee.

The Association shall provide maintenance services for the removal of snow from the sidewalks, driveways, and private roads according to guidelines for snow removal adopted by the Association. The Association shall not maintain the interiors or exteriors of any structures or buildings, the water supply line, the air conditioning or heating system, the sewer lines, or any breaking or cracking of any concrete driveways or sidewalks. Owner shall replace and repair any portion of the exterior of his/her Dwelling Unit which is damaged or in need of repair or replacement and shall maintain all portions of the Dwelling Unit. Maintenance by the Owner shall include but is not limited to replacement and major repair of siding, roofs, gutters, plumbing fixtures, sewer lines, heating and air conditioning systems, driveways, sidewalks, exterior lighting fixtures and other mechanical and electrical systems. The Association may at its option notify any Owner of a need for repair or replacement or any item of maintenance on the exterior of the Dwelling Unit or on the Lot and in the event the Owner does not maintain, repair or replace that item within thirty (30) days after such notice is given by the Association, the Association may maintain, repair or replace that item at its expense and charge the cost thereof to the Owner.

8. **Owner's Obligation of Interior Maintenance.** Each Owner shall furnish, perform and be responsible for at the Owner's expense the customary repair, improvement, maintenance and decoration of the interior of his/her Dwelling Unit.

9. **Insurance.** Each Owner shall maintain insurance on the Owner's Dwelling Unit and Lot. The Association does not provide or pay for any insurance coverage over a Lot, Dwelling Unit, or contents of the same, such insurance being the Owner's sole responsibility.

10. **Perimeter Fencing.** No above grade perimeter fencing of any type shall be allowed except as may be approved in advance in writing by the Committee or except as may be constructed by the Declarant. Invisible fencing to contain a dog is allowed provided no components related to the system is visible from the exterior of the home. Any damage to the sprinkler system caused by the installation of such a system will be repaired promptly at the expense the Owner of the Lot. Additional fencing provisions may be provided for by the Board of Directors by an amendment to the By-Laws without having to amend this Declaration.

11. **Patio, Decks, Planting Area, Privacy Fencing.** All Villas built within the subdivision will be offered with a standard 12' X 12' concrete patio or an upgrade to a deck constructed of approved no-maintenance materials. The color, size, and materials of all decks will be approved by the Committee. In the event an Owner wants to expand the size of the patio or deck, it may be expanded adjacent to the back wall of the house and will not extend into the back yard further than 12' from the point that the back wall of the house extends furthest into the back yard ("Furthest Point"). For homes that have an extension into the back yard from the main portion of the home such as but not limited to a screened porch or 3-4 season room the Furthest Point will be equal to the edge of such extension nearest to the rear property line (i.e. NOT 12' beyond such point). An Owner may create a Planting Area for a garden or flowers that would be adjacent to the back of the home and not extend beyond the Furthest Point. Such Planting Area will not be any larger than 12' X 14'. To provide privacy, a portion of the area consisting of the patio/deck and the area which is adjacent to back of the home may have a privacy fence which will extend into the back yard no more than 1foot past the Furthest Point. The Privacy Fence will not exceed 6 feet high and the style, color, materials and the layout will be subject to the approval by the Committee. The Committee may require screening with plantings if deemed necessary. Provisions within this paragraph may be modified by the Board of Directors by an amendment to the By-Laws without having to amend this Declaration. Any modifications or damage to the sprinkler system or home caused by the installation of items within this paragraph, be the responsibility of the Owner of the Lot. The maintenance of all items included in this paragraph is the responsibility of the Owner of the Lot including any area within a privacy fence. In addition, the Owner of the Lot is responsible for keeping such areas in good repair.

12. **Leases.** No leases of less than one (1) year of any Dwelling Units may be entered into without the prior written approval of the Association.

13. **Dwelling Unit Size.**

(a) **General Restrictions.** Exclusive of porches (whether one or two story and whether screened or not), basements, walk-out basement or lower levels and garages, no Dwelling Unit will be permitted on any Lot with a living floor area or the main structure of less than 1200 square feet.

(b) **Garages.** All Dwelling Units must have a full size attached garage which is capable of storing two (2) to three (3) automobiles.

14. **Nuisances.** No noxious, offensive, or illegal activity will be conducted on or upon any Lot, nor will anything be done thereon which constitutes a public annoyance or nuisance in the neighborhood.

15. **Temporary Structures; Equipment and Vehicle Storage.** No structure of a temporary character, cellar, shack, garage, barn, tool shed, storage shed, or other out building of any type or nature will be used on any Lot at any time, except for the purpose of Dwelling construction and temporary Dwelling maintenance. No permanent structure for the hanging of laundry, rugs, or other items outside the Dwelling Unit is permitted. No detached furnaces (located outside the footprint of the residential Dwelling and not including the garages or other appurtenant structure) or structures therefor will be permitted. No commercial or industrial vehicle or equipment, mechanical or electrical equipment, tractor, semi-trailer, truck, recreational vehicle, snowmobile, boat, trailer, or motor home will be placed for storage or repair on any part of the exterior of any Lot. No automobile will be repaired or stored in a non-functional condition on any part of the exterior of any Lot. No awnings will be permitted without the Committee's advance signed written approval. The Committee will approve the location of a storage building as provided at Section 11 herein.

16. **Signs.** No sign of any kind will be displayed to the public view of any Lot except one sign of not more than six (6) square feet advertising a Dwelling Unit and/or Lot for sale or a sign of reasonable dimension used by a builder to advertise during construction and sales period. There is reserved to the Declarant, its successors and assigns, the right to construct signs as the Declarant desires in order to foster the promotion and effect sales of Lots or Dwelling Units that are subject to this Declaration.

17. **Animals.** No animals, including pigeons, livestock or poultry of any kind shall be raised, bred or kept on any Lot for either commercial or personal use except that dogs, cats, or ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Dogs and cats cannot

be housed or regularly kept outside of the Dwelling Unit and are not permitted to become a neighborhood nuisance, hazard or threat to public health and safety in any manner. Pets shall be taken outdoors only under leash or other restraint and while attended by its owner and an owner shall be fully liable for any injury or damage to persons or property, including the common areas within the neighborhood.

18. **Garbage and Refuse Disposal.** No Lot will be used or maintained as a dumping ground for rubbish, trash, junk or the like. Trash, garbage or other waste will not be kept except in appropriate residential trash and garbage containers. All containers or other equipment for the storage or disposal of such material will be kept in a clean and sanitary condition.

19. **Sewer and Water Connections.** All Dwellings are required to connect to the City of Goshen's sanitary sewer system and public water system and the Owners thereof will pay any required tap-on fees and any fees assessed thereafter.

20. **Completion Date.** Any Dwelling Unit begun must be completed within a period of one (1) year from the date of beginning, or shortly thereafter completely removed and the Lot return to original condition. The side, front, and rear yards of each Lot will be planted with grass seed, sod or ground cover, unless otherwise approved by the Committee, within one hundred and eighty (180) days after the Dwelling Unit is completed, or as soon as is reasonably practical, or when the Dwelling Unit is occupied as a home, whichever is earliest. The best time to seed is between May 10 and June 15 or August 10 and September 30.

21. **Fuel Storage Tanks.** No oil, fuel, or other noxious or flammable chemical storage tanks may be installed above ground, underground or concealed within the main structure of the Dwelling Unit, basement or attached garage, or in any way placed upon or in any Lot.

22. **Lot Division.** There will be no subdivision or sale of any portion or fraction of a Lot by an Owner for any purpose. Until the Turnover Date, the Declarant retains the sole right and control of the subdivision of the real estate.

23. **Lighting.** A dusk to dawn electric post light must be installed by the builder or Lot Owner and maintained by the Lot Owner on each Lot in front of the front yard setback line. Such post light will be equipped with automatic light sensitive equipment in order to provide for automatic operation of such lights from dusk until dawn. Such light must be kept in good working condition at all times by the Owner of the Lot.

24. **Mailboxes.** Each Dwelling Unit must have a mailbox provided by the Owner. Such mailbox must be kept in good working order and condition, and be maintained aesthetically at all times by the Owner of the Lot. The Committee will establish a given uniform style for mailboxes given the homogeneous appearance desired by this Declaration and will approve the location of all mailboxes. Newspaper receptacles may be included as part of the approved mailbox but separate newspaper boxes are expressly prohibited.

25. **Utilities and Television Antennas.** All public utility services, either in the streets or on any Lots, including but not limited to electric, gas, telephone, cable television, and other communication services will be located underground, and will not be visible. Provided, however, that a satellite dish, not to exceed one meter in circumference, except as otherwise required to be permitted by applicable state or federal law, will be permitted on any Lot containing a Dwelling Unit subject to the following criteria being satisfied. Any such dish must be located and be attached/installed on the back one-half (1/2) of the roof of the Dwelling Unit in an inconspicuous location, and such location of such dish must be approved by the Committee. All off-street lighting will be situated on posts with no lines visible. To assure the enforcement of this restriction, the Declarant, for itself, its successors and assigns does hereby agree:

(a) To prohibit the erection and use of overhead wires, poles, and other facilities of any kind above or around the perimeter of the Property, including but not limited to those associated with electrical, television, cable and communications. Nothing herein should be construed to prohibit street lighting or ornamental yard light if serviced by underground wire or cable.

(b) To require accessibility to all strips in which underground service is located for operation, maintenance, or replacement of facilities; and

(c) To require that the Owner of any Dwelling Unit erected on the Property must pay any cost differential for underground service laterals.

26. **Fires.** Except for a fire pit with a maximum width of thirty-four (34) inches approved by the Committee, no fires, campfires, campfire pits, burn pits, or other types of incineration devices are permitted to function, operate, or be placed upon any Lot, street, sidewalk or roadway on the Property, or within any Common Area. No fire for vegetation or trash burning or otherwise shall be permitted to burn upon any Lot, street, sidewalk or roadway on the Property.