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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
NOELTING ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF NOELTING ESTATES is made this 14 day of November, 2018 by Elite Land Development, LLC, an Indiana limited liability company (the "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain property, located in Hancock County, Indiana, which is more particularly described in what is attached hereto and incorporated herein by reference as "Exhibit A" (the "Real Estate"); and

WHEREAS, the word "Property" as used throughout this Declaration shall mean the Real Estate as may be made subject to this Declaration per the terms of Article III below;

WHEREAS, Declarant desires to subdivide and develop the Property and in connection therewith, to impose certain covenants, conditions and restrictions on the Property.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (defined below) in the Property, as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, are subject to the following covenants, conditions, and restrictions, all of which are declared to be in furtherance of a plan of the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Lots situated therein. This Declaration shall run with the Property and shall be binding upon and inure to the benefit of the Declarant and upon the parties having or acquiring any interest in the Property or any part or parts thereof.

ARTICLE I
DEFINITIONS

The following are the definitions of the terms as they are used in this Declaration:

Section 1.1 "Additional Covenants" means the Covenants included in the Plat, which said Covenants are attached hereto, made a part hereof, and marked "Exhibit B". The Additional Covenants shall be part of this Declaration. In the event of any conflict between the Declaration and the Additional Covenants, the Additional Covenants shall control unless otherwise stated herein.

Section 1.2 "Applicable Laws" means all federal, state and local laws, statutes, regulations and ordinances that are applicable to the Property.

Section 1.3 "Architectural Control Committee or ACC" shall mean the Architectural Control Committee, as more fully described in Article VII of this Declaration.

Section 1.4 "Association" shall mean the Noelting Estates Homeowners Association, Inc., a not-for-profit corporation, the membership and power of which are more fully described in Article X of this Declaration.

Section 1.5 "Board" or "Board of Directors" shall mean the Board of Directors of the Noelting Estates Homeowners Association, Inc. and "Director" shall mean any member of the Board of Directors.

Section 1.6 "Builder" means a person or entity (i) regularly engaged in the business of constructing single-family residences for sale and responsible for the original construction of a residence on a Lot and (ii) deemed by the Declarant, in its sole discretion, to be a Builder.

Section 1.7 "Common Area" shall mean those areas (i) designated on current or future Plats as a "Block", "Common Area", "C.A" and (ii) any other areas designated by the Declarant for the common use and enjoyment of the residents of the Property.

Section 1.8 "Community" shall mean "Noelting Estates".

Section 1.9 "Declarant" shall mean Elite Land Development, LLC, and any successors and assigns of it that it designates in one or more written recorded instruments to have the rights of Declarant under the Declaration.

Section 1.10 "Declaration" shall mean this Declaration, as from time to time amended.

Section 1.11 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending on the termination of the Class B Membership in the manner set forth in Section 10.3(B) below.

Section 1.12 "Guidelines" shall mean any standards or restrictions pertaining to various Lot Improvements that have been established by the Architectural Control Committee.

Section 1.13 "Landscape or Landscaping" shall mean any design element (whether structural, floral, or earthen) that modifies the visible features of the Lot, and which may or may not be physically connected to a Residence.

Section 1.14 "Lot" shall mean any home site, for the construction of a Residence, identified on a Plat that is recorded in the Office of the Recorder of Hancock County, Indiana.

Section 1.15 "Lot Improvement" shall mean any addition to or modification of any part of the Lot, including the exterior of the Residence.

Section 1.16 "Official Zoning Ordinance" shall mean the Zoning Ordinance of Hancock County, Indiana, as amended from time to time.

Section 1.17 "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

Section 1.18 "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 1.19 "Plat" shall mean the subdivision plats of the Property which are recorded with the Recorder of Hancock County, Indiana.

Section 1.20 "Pond Area or Dry Retention Area" means any Common Area, or portion thereof, on which a Pond or Dry Retention Area now exists or is later constructed by Declarant and "Pond" means a body of water and "Dry Retention Area" means an area designed to retain water but may be dry at times of the year which now exists or is later constructed by Declarant in a Pond Area or Dry Retention Area.

Section 1.21 "Residence" shall mean any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and recreational facilities usual and incidental to the use of a single-family residential lot.

Section 1.22 "Special Use" shall mean any use defined or identified in any applicable zoning ordinance as a "Special Use", a "Conditional Use" or "Special Exception".

ARTICLE II

CHARACTER OF THE DEVELOPMENT

Section 2.1. In General. Lots may be used only for residential purposes. All Property located within a Plat that has not been designated by numbering shall be used in a manner determined by the Declarant. Lots may be used only for single-family residential purposes and only one Residence may be constructed thereon. No portion of any Lot may be sold or subdivided

such that there will be thereby a greater number of Residences in the Property than the number of Lots depicted on the Plat. Notwithstanding any provision in the Official Zoning Ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings.

Section 2.2. Other Restrictions. All Property shall be subject to the easements, restrictions, and limitations of record and rights-of-way, and also to all Applicable Laws.

ARTICLE III **ADDITIONS TO THE PROPERTY**

Section 3.1 Additions. As of the date of the execution of this Declaration, the Property consists solely of the Real Estate. Declarant shall have the right, and hereby reserves on to itself the unilateral right, at any time, and from time to time, at any time prior to the end of the Development Period, to add to the Property and subject to this Declaration all or any part of the Additional Real Estate; provided, however, that the addition of any parts of the Additional Real Estate not owned by the Declarant at the time the same are subjected to this Declaration shall require the written consent of such Owner. Any portion of the Additional Real Estate shall be added to the Property, and therefore and thereby becomes a part of the Property and subject in all respects to this Declaration and all rights, obligations, and privileges herein, when Declarant places of record in Hancock County, Indiana, a written instrument or written statement so declaring the same to be part of the Property, which written instrument or written statement may be contained in a Plat, or an amendment or supplement to this Declaration. Any such written instrument or written instrument may contain modifications hereto and additional terms, conditions, restrictions, maintenance obligations, and assessments as may be necessary to reflect the different character, if any, of the Additional Real Estate.

Upon recording of any such instrument on or before the end of the Development Period, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners of any Lots within such real estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of Owners of Lots within the Property. No single exercise of Declarant's right and option to add and expand the Property as to any part or parts of the Additional Real Estate shall preclude Declarant from thereafter from time to time further expanding and adding to the Property to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Additional Real Estate so long as such expansion is accomplished on or before the end of the Development Period. Such expansion of the Property shall not require the consent of any Person other than the Owner(s) of the property to be added, if not the Declarant and is entirely at the sole discretion of the Declarant, and nothing contained in this Declaration or otherwise shall require Declarant to expand the Property beyond the Real Estate, or to any portions of the Additional Real Estate, which Declarant may voluntarily in its

sole discretion from time to time subject to this Declaration.

ARTICLE IV
EASEMENTS AND RESTRICTED AREAS

Section 4.1 Designated Easements. The following are easements designated or to be designated, in the Declarant's sole discretion, upon a Plat:

(A) Designated Drainage and Utility Easements. There are strips of ground designated on the Plat as drainage and utility easements ("D.&U.E." or "D.E.") which are hereby reserved to the appropriate governmental entities, public utilities, and private utilities for the installation and maintenance of swales, ditches, pipes, drains, electric lines, gas lines, telephone lines, fiber optic cable, high speed internet lines, sanitary sewers, manholes, detention and retention areas or other drainage facilities. Purchasers of Lots shall take title subject to such easements hereby created and subject at all times to the rights of proper authorities to service and maintain such drainage facilities and easements, and no permanent structure of any kind and no part thereof, except fences which do not retard or impede the flow of drainage water and which are approved by any entity to which the easement is dedicated, shall be built, erected or maintained on said drainage easements, except by the Declarant or its assigns. It shall be the responsibility of the Association and the Owners of the areas enclosed within such drainage easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage. Further, there are hereby created easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner

and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

(B) No Plantings in Right-of-Way. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, or other improvements shall be erected between any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant during the Development Period and thereafter by the Association or as approved by the Architectural Control Committee.

(C) Easement Work. Notwithstanding any architectural approval under Article VII below, during the course of any maintenance, service, repair or work upon any easement, the Declarant, the Association, any private utility, any public utility, and any governmental entity shall have the right and the authority, without any obligation, liability or obligation of replacement, whatsoever to any Owner, to remove, damage, or destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 4.1 (A) above.

Section 4.2 General Drainage, Utility, Sewer and other Development Easements. The following rights reserved in this Section 4.2 shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Residence or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section 4.2 shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association upon the expiration of any Development Period.

(A) General Easement. Declarant hereby reserves unto itself during the Development Period, and thereafter unto any public or private utility, a general easement ("General Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit the installation and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Residence. Any General Drainage, Utility and Sewer Easement include all areas of the Property outside any Residence. By virtue hereof, Declarant reserves the right to install a Pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant to the Association, of any Common Area. This easement shall be in addition to any easement identified upon a Plat as a drainage and utility easement or similar type easement.

(B) Pond Easement. Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Pond Easement") and right-of-way in and to any Pond Area(s) or areas now or hereafter shown on the Plat as a "Block", "Common Area", "Variable Drainage Easement", or "Pond" or any other Common Area within the Property used as a water retention or detention area, or on which a Pond now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in this Declaration and establishing and maintaining proper surface water drainage throughout the Property, including dewatering or aquatic maintenance, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or Ponds in accordance with all Applicable Laws.

(C) Sign and Facility Easement. Declarant reserves unto itself during the Development Period, and thereafter unto the Association, a general sign and facilities easement ("Sign and Facilities Easement") giving it the right to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising and/or identifying the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any such signs and other improvements shall comply with any Applicable Laws and all such signs and other improvements shall be maintained by the Association as a part of its Common Area maintenance obligations.

(D) Additional Authority. Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority to:

(i) Relocate, alter or otherwise change the location of any Drainage, Utility and Sewer Easement, Pond Easement, and/or Sign and Facilities Easement, or any facility or infrastructure at any time located therein or thereon;

(ii) Grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and,

(iii) Describe more specifically or change the description of any Drainage and Utility Easement and any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Hancock County, Indiana.

(E) The title of (i) the Declarant or the Association to the Common Area owned during the Development Period and (ii) any Owner of any Lot, shall be subject to the rights and easements reserved herein.

ARTICLE V
ADDITIONAL PROVISIONS RESPECTING
SANITARY SEWER UTILITY

Section 5.1 Easements. Sanitary sewer utility easements allow for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities and also give utility companies, whether public or private, as well as any governmental authorities, the right of ingress/egress.

Section 5.2 Trees. No trees shall be planted directly over building sewers or laterals. Any landscaping placed within easements or right-of-ways may be removed, damaged, or destroyed by the applicable utilities without any obligation of repair or replacement.

Section 5.3 Other Obstructions. No mounding, lighting, fencing, signs, retaining walls, landscaping walls, entrance walls, irrigation lines, or other improvements shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure. Any of these which are placed within easements or right-of-ways may be removed by the applicable utilities without any obligation of repair or replacement.

Section 5.4 Owner's Responsibility. All Owners not serviced by gravity sanitary sewer service are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and gravity laterals from the Residence to its connection to the sanitary sewer main.

Section 5.5 Discharge. The discharge of clear water sources, including, but not limited to, foundation drains, sump pumps, and roof drains into the sanitary sewers is prohibited.

Section 5.6 Grade Changes. Grade changes across sanitary sewer facilities must be approved in writing by the applicable utilities, and must comply with Applicable Laws.

ARTICLE VI
COVENANTS AND RESTRICTIONS

Section 6.1 Land Use. Lots may be used only for single-family residential purposes and only one Residence, not to exceed the maximum height permitted by and measured pursuant to the Applicable Laws, may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences, located in any particular platted area, than the number of Lots depicted on the Plat of such area. Notwithstanding any provision in the Official Zoning Ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings.

Section 6.2 Lot Improvements. No Lot Improvement of any type or kind shall be constructed or placed on any Lot without the prior approval of the Architectural Control Committee. In addition, all improvements including exempted improvements must comply with all municipal codes and easement restrictions. The Architectural Control Committee's determination may be obtained only after the Owner of the Lot requesting authorization from the Architectural Control Committee has made written application to the Committee. Such written application shall include (i) a completed Architectural Approval Request Form (ii) a copy of the Plot Plan or Surveyor Location Report prepared for the Lot by a professional Engineer or Land Surveyor (iii) any combination of representative pictures, digital renderings, architectural drawings, or scaled sketches sufficient enough to articulate the intent of the proposed improvement(s) and (iv) any other clarifying document that may be required by the Architectural Control Committee. Notwithstanding anything to the contrary in the foregoing, upon receipt of any written application which is in form and content acceptable to the Architectural Control Committee in the Architectural Control Committee's sole and absolute discretion, the Architectural Control Committee may pre-approve a Builder's plans and specifications for the original construction of a Residence and, in the event of such pre-approval, the Builder shall then be authorized to construct the pre-approved Residence on different Lots without further approvals from the Architectural Control Committee. While not strictly required, it is the Architectural Review Committee's preference that all approval requests be submitted digitally and in PDF format. An approval shall neither be considered obtained nor binding without a signature of one of the Architectural Control Committee members. Prior to installation of approved improvements, it will be each Owner's responsibility to verify the boundaries of their Lot by obtaining a staked survey. It will also be each Owner's responsibility to verify where easements may encumber their Lot (while identified on the Plot Plan, a governing agency will often physically locate their easement on a Lot if requested) and obtain any necessary permissions or permits to encroach upon such easements regardless of the Association approving improvements that may be located there. Furthermore, the Association will not be responsible for any encroachments that may be committed by an Owner or Person acting on behalf of an Owner.

Section 6.3 Address Identification. The numbers representing the address of each Residence will be of a uniform appearance and will be displayed in a uniform location and manner on a decorative street address plate on the front elevation, as approved by the Architectural Control Committee.

Section 6.4 Lighting. The Community's streetscape shall feature decorative streetlights placed at interior intersections and throughout the Community. The streetlights shall be controlled and maintained by the Architectural Control Committee provided that the Developer may select such street lights at its discretion. In the Declarant's sole discretion, street lights may be installed by Declarant in the drainage and utility easements on Lots, in the Common Areas, and in public rights-of-way.

Section 6.5 Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling or Residence, temporary or permanent, nor may any structure of a temporary character be used as a dwelling or Residence. No temporary structure, trailer, or other outbuilding shall be placed or erected on any Lot, except by Declarant or a Builder. Any such temporary structure, trailer, garage, or other outbuilding shall be removed immediately upon completion of the primary Residence.

Section 6.6 Driveways. All driveways in the Property shall be concrete in material, unless otherwise approved by the Architectural Control Committee.

Section 6.7 Water Systems. Each Owner shall connect to the water main maintained by a public water utility to provide water for domestic use on the Lot and shall pay all connection, or other charges lawfully established with respect to connections thereto.

Section 6.8 Drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such downstream 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. To the extent not maintained by the municipality or local governmental board having jurisdiction, "Drainage Easements" shall exist in drainage swales and shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of surrounding Lots. Perimeter foundation drains and sump pump drains shall be connected whenever feasible into a subsurface drainage tile. Down spouts and drains shall be designed to disperse runoff for overland flow to street or swale collection systems.

Section 6.9 Signs. Except for such signs as Declarant or Builder may in its sole discretion display in connection with the identification of development of the Property and the sale of Lots

therein, no sign of any kind shall be displayed to the public view of any Lot except that one (1) sign of not more than four (4) square feet may be displayed by an Owner at any time for the purpose of advertising a Lot or Residence thereon for sale. No business signs, flags, banners or similar items advertising or providing directional information shall be erected by any Owner.

Section 6.10 Fencing. No fence may be erected on a Lot without prior written approval of the Architectural Control Committee. Please see Additional Covenants for additional fence requirements. Owners shall be responsible for obtaining any and all required building permits. Prior to fence construction Owners shall be responsible for determining the location of their property lines by having their property corners staked by a Professional Engineer or Land Surveyor or by physically locating previously installed lot corner monuments. Neither the Committee nor the Board shall be responsible for mediating property disputes between residents. All fences shall be of professional quality construction and kept in good repair.

Section 6.11 Nuisances. If the Board determines that a noxious or offensive activity is carried on upon any Lot that the Board deems to be an unreasonable annoyance or nuisance to any other Owners, then the Owner of the Lot causing the annoyance or nuisance shall immediately discontinue such noxious or offensive activity.

Section 6.12 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view from the street (either within the garage or behind a Committee-approved fence or screen as may be further defined in the Guidelines), except for a period of time not more than 24 hours prior to, and 12 hours after the removal thereof, when it may be placed at the curb of the Lot. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

Section 6.13 Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. The owners of such permitted pets shall keep them in accordance with all municipal codes and ordinances. No dangerous or potentially dangerous pets, such as exotic animals (large wild cats, wolves, alligators, snakes which are poisonous or longer than two feet, poisonous spiders, and so on) shall be permitted to exist in a Residence or on a Lot without the unanimous consent of the Board of Directors; provided, however, that the decision of the Board of Directors to permit such animal or animals may be overturned by a majority vote of the members of the Association at any meeting. No pet shall be allowed to spend the night outside the dwelling unit on a Lot. Owners of dogs and cats shall so control or confine them so as to avoid barking and/or roaming which will annoy or disturb adjoining Owners. Unless permitted by the Board of Directors, no Owner shall maintain more than two (2) of the same type (dog, cat, bird) of pet nor more than four (4) total pets; provided, however, that fish which are located in indoor aquariums and which pose no risk to the public health shall not be considered pets for the purpose of this restriction.

Section 6.14 Outside Burning. No trash, leaves, or other materials shall be burned upon a Lot unless it is in compliance with all Applicable Laws for outside burning.

Section 6.15 Antennae Systems. To the extent not inconsistent with federal law, exterior television and other antennae, including satellite dishes, are prohibited, unless approved in writing by the Architectural Control Committee. There may be only one (1) satellite dish which shall not exceed 24 inches in diameter per home. The Architectural Control Committee may adopt rules for the installation of such antennae and/or satellite systems, which rules shall require that antennae and satellite dishes be placed as inconspicuously as possible from public view from the street. It is the intent of this provision that the Architectural Control Committee shall be able to strictly regulate exterior antennae and satellite dishes to the fullest extent of the law and should any regulations adopted herein or by the Architectural Control Committee conflict with federal law, such rules as do not conflict with federal law shall remain in full force and effect.

Section 6.16 Exterior Lights. Except on Lots on which there is maintained a sales office or model home by the Declarant or a Builder, no permanent exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another Lot.

Section 6.17 Common Areas Entrances, Street Signs, and Landscape Easements. None of the following shall be installed or constructed without prior written approval thereof by the Architectural Control Committee: (i) any landscaping, fences, structures, lighting, walking trails, sidewalks, or other improvements located in any Common Area, landscape maintenance access easement, landscape easement or sign easement, (ii) any entrance monument or signage identifying the Property or any section thereof and (iii) street signage.

Section 6.18 Association's Right to Perform Certain Maintenance. In the event that the Owner of any Lot shall fail to maintain his or her Lot and any improvements situated thereon in accordance with the provisions of this Declaration, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The corresponding costs incurred by the Association shall be assessed to the Owner and shall constitute a lien on such Owner's Lot. The Owner of such Lot shall reimburse the Association within thirty (30) days of the date on which the Owner is invoiced by the Association. The Association shall have the right to collect any amounts due and owing under this Section 6.17 in the same manner as assessments are collected per the terms of Article XI below, together with reasonable attorney's fees and costs of collection, together with the right to obtain injunctive relief. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance work performed hereunder.

Section 6.19 Awnings. Except on Lots on which there is maintained a sales office or model home by the Declarant or a Builder, or as approved by the Architectural Control Committee, no metal, wood, fabric, fiberglass or similar type material awnings or patio covers are permitted anywhere on the Property. Pergolas may contain such materials if approved by the Architectural Control Committee.

Section 6.20 Diligence in Construction. Subject to inclement weather, every Residence shall be completed within nine (9) months after the commencement of the construction thereof. For cause shown, this nine (9) month period may be extended by the Architectural Control Committee. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months after the time of such destruction or damage or, if approval of the applicable casualty insurance is pending, then within three (3) months after such approval is forthcoming.

Section 6.21 HVAC Units. No heat pumps, air conditioning units or gas meters shall be installed in the front of the Residence. Window units are prohibited.

Section 6.22 Pond and Pond Area(s); Maintenance. Except as otherwise provided, no individual using a Pond, if any, has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Declaration. No one shall do or permit any action or activity which could result in pollution of any Pond, diversion of water, elevation of any Pond level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Pond management, except as provided in this Declaration. A Pond may not be used for swimming, ice skating, boating, or for any other purpose, except for (i) drainage of the Property and (ii) fishing from the shoreline of the Pond by Owners and their family members and guests, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Ponds and Pond Areas may or may not exist on the Property, and the reference throughout this Declaration to Ponds and Pond Areas is made in order to address Ponds and Pond Areas, if any, which now exist or are later constructed upon the Property. The installation on the Property of any Pond or Pond Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Pond or Pond Area. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area including, without limitation, Common Areas on which a Pond exists. There shall be professional maintenance of all ponds.

Section 6.23 Mailboxes. All mailboxes and posts must be approved by the Architectural Control Committee and shall be standard as to size, location, post, design, height, material, composition and colors. The Builder shall install the initial mailbox for each Lot, meeting the

above criteria, at the Lot Owner's expense. The Owner shall, at the Owner's expense, maintain, repair, replace and paint said mailbox and post in conformance with all other mailboxes.

Section 6.24 Maintenance of Lots and Improvements. Each Owner shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, such Owner shall:

(A) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. The maximum height for grass shall be 6 inches. Additionally, all Lots shall be free of weeds and properly irrigated in order to maintain a good and healthy appearance;

(B) Remove all debris or rubbish from the Lot;

(C) Prevent the existence of any other condition that tends to detract from or diminish the aesthetic appearance of the Property;

(D) Cut down and remove dead trees from the Lot; and,

(E) Within one hundred twenty (120) days following completion of a Residence, or an alternative date approved by the Architectural Control Committee in writing, or unless delayed by adverse weather conditions, the Owner shall landscape the Lot in accordance with the provisions set forth in this Declaration and the Owner's lot development plan approved by the Architectural Control Committee.

Section 6.25 Clothes Lines. No clotheslines may be erected on any Lot.

Section 6.26 Outbuildings and Dog Houses. Any and all forms of outbuildings, including but not limited to, sheds, storage sheds, mini barns, and dog houses, which are not directly connected to the main house on any Lot are prohibited, unless the same are necessary or incident to the Declarant's, Builder's or Association's business or activities upon the Property; provided, however, that permanent structures such as a pool house which is used for changing and/or showering, a gazebo or an architectural pavilion not used as sleeping quarters, which (i) is constructed on a foundation with footers, (ii) is architecturally consistent with and uses the same exterior building materials as the Residence, and (iii) is approved by the Architectural Control Committee, shall be allowed. All Structures that are connected to the Residence must be approved by the Architectural Control Committee, shall share at least one wall with the Residence, and have visual and construction quality that matches or compliments that of the Residence.

Section 6.27 Play Equipment. Children's play equipment such as sandboxes, temporary swimming pools having a depth of eighteen (18) inches or less, and swing and slide sets shall not

require approval by the Architectural Control Committee, provided that (i) such equipment is not more than eight (8) feet high (to the highest point of the structure) and properly painted and maintained by the Owner in good repair, (ii) such equipment is located in the rear yard of the Lot between the parallel lines defined by extending the side lines of the residence into the rear yard of the Lot, and (iii) any swing and slide sets are constructed of wood. Metal play equipment of any size must be approved by the Architectural Control Committee. Prior approval by the Architectural Control Committee of the design, location, color, material and use of any equipment greater than eight (8) feet in height shall be required. Trampolines are prohibited.

Section 6.28 Flues and Plumbing. All homes built in the Community shall be designed to obscure the view of flues and plumbing and other equipment vents from the public streets.

Section 6.29 Subsurface Drains and Sump Pump Discharges. Subsurface drains may have been provided in certain areas within drainage easements as additional storm and ground water drainage sources and are part of the public storm drainage system. Subsurface drain laterals have been provided on specific Lots, and the Builder on such Lots shall connect all sump pump discharge lines to such laterals. All maintenance and repair of all sump pump discharge lines and subsurface drain laterals shall be the responsibility of each Lot Owner in accordance with the following:

(A) The areas of Owner responsibility include all sump pump lines and subsurface drain laterals between the connection at the sump pump within the home and the connection with the publicly maintained storm sewer or subsurface drain within the drainage easement.

(B) In cases where subsurface drain laterals are connected along a common property line before connecting to the storm sewer, maintenance and repair of the common lateral will be shared equally by the adjacent Owners unless an individual Owner caused the lateral to be damaged, changed or altered.

(C) Any Owner or Builder damaging, changing, or altering these subsurface drains or common subsurface drain laterals shall be responsible for such action and will be given ten (10) days' notice, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, Declarant or the Association may cause said repairs to be accomplished and the invoice for such repairs will be sent to the responsible Owner(s) and/or Builder(s) for immediate payment. If immediate payment is not received, the amount owed shall be a lien on the subject Lot and Residence and the Declarant and/or the Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article XI of this Declaration.

Section 6.30 Swimming Pools and Hot Tubs. Only permanent, in-ground, professionally constructed pools, which are approved by the Architectural Control Committee, shall be permitted upon a Lot. All submittals to the Architectural Control Committee shall include landscape plans. All backyard pools shall be oriented to minimize the potential effect on neighboring Lots, shall be enclosed by a fence which obstructs unauthorized access or shall have an automatic pool cover, and shall comply with all other Applicable Laws. All fencing shall conform to county or municipal regulations and shall be of harmonious design and subject to Architectural Control Committee approvals. Hot Tubs must also be approved by the Architectural Control Committee.

Section 6.31 Tennis Courts, Racquetball Courts, Paddleball Courts and so on. Tennis courts, racquetball courts, paddle ball courts, basketball courts, squash courts, and other recreational facilities or sporting facilities are not permitted; provided, however, that basketball goals may be installed on a Lot adjacent to driveway without Architectural Control Committee approval so long as they are permanent and have clear fiberglass or glass backboards supported by black posts. No basketball goal or backboard shall be permitted to hang from or be affixed to the Residence or garage. Temporary or portable basketball goals and courts are not permitted.

Section 6.32 Windows-Doors. If storm doors are installed, they must be painted to match or compliment the exterior of the Residence, and must be approved by the Architectural Control Committee. No unfinished aluminum doors or windows are allowed. All curtains, blinds or other window coverings shall be tasteful and commensurate with the architecture, design and appearance of Residences on the Property.

Section 6.33 Street Signs. Decorative street signs that do not conform to applicable municipal standards may be installed by Declarant in the Declarant's sole discretion. Such decorative street signs, if any, shall be maintained by the Association, and shall be repaired or replaced by the Association, if damaged, in accordance with Applicable Laws.

Section 6.34 Fuel Tanks. All above or below ground storage tanks, with the exception of gas storage tanks used solely in connection with gas grills for the purpose of grilling or cooking food, are prohibited.

Section 6.35 Garbage and Other Refuse. No Lot Owner in the Property shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse, including compost, on such Owner's Lot.

Section 6.36 Home Occupations. No Lot or Lots shall be used by an Owner, other than a Builder or Declarant, for any purpose other than as a single-family residence, except that a home occupation, that satisfies all requirements of all Applicable Laws, may be permitted provided that, in addition to the requirements of Applicable Laws, any such Owner's use is conducted entirely within the Residence and participated in solely by a member of the immediate family residing in

said Residence, and is clearly incidental and secondary to the use of the Residence for dwelling purposes and does not change the character thereof and in connection with which there is (i) no sign or display that will indicate from the exterior that the Residence is being utilized in whole or in part for any purpose other than that of a dwelling; (ii) no commodity sold upon the premises; (iii) no person is employed other than a member of the immediate family residing in the Residence; and (iv) no manufacture or assembly operations are conducted. Provided, however, that in no event shall a child day care, barber shop, styling salon, animal hospital, any form of animal care or treatment such as dog trimming, or any other similar activities be permitted as a home occupation. The foregoing notwithstanding, the Declarant and Builders shall be permitted to operate sales and construction trailers, model homes, and sales offices.

Section 6.37 Open Drainage Ditches and Swales. The following shall apply to open ditches and swales (ditches) along dedicated roadways or within rights of way or established drainage easements:

(A) Drainage swales (ditches) along dedicated roadways or within rights-of-way or established drainage easements, shall not be altered, dug out, filled in, tiled, or otherwise changed, without the written permission of the appropriate jurisdictional agency and the Association. Owners must maintain these swales as grass ways or other non-eroding surfaces. Any damage to swales or drainage structures must be repaired or replaced by the Owner causing such damages.

(B) Any Owner or Builder altering, changing, or damaging such drainage swales or ditches shall be responsible for such action. The appropriate jurisdictional agency, the Declarant or the Association may cause said repairs to be accomplished and the invoice for such repairs shall be sent to the responsible Owners for immediate payment. If immediate payment is not received by the Association, the amount owed, together with reasonable attorney's fees, shall be a lien on the subject Lot and the Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article XI of this Declaration.

Section 6.38 Roof and Roofing Materials. The roof and roofing materials on all Residences shall be of a quality, style and composition acceptable to the Architectural Control Committee, and shall comply with the Additional Covenants.

Section 6.39 Solar Panels. Solar panels shall not be permitted on any Residence unless the solar panel is approved by the Architectural Control Committee. The Architectural Control Committee, in reviewing a request for a solar panel, shall consider landscaping, location, size, aesthetics, and the visibility of the solar panel.

Section 6.40 Parking of Vehicles. Commercial vehicles and trucks are prohibited, unless such commercial vehicles or trucks are kept in the garage and completely out of view. No trucks three-quarters ton or larger in size, campers, trailers, motor homes, boats, snowmobiles, wave runners, junk or inoperable cars, fuel tanks or similar vehicles shall be parked or stored on any street or Lot in the Property except within a closed garage. No vehicle shall be regularly parked upon unpaved areas. At no time shall any vehicle be parked in such a way as to block pedestrian access along the public sidewalk adjacent to the street, or prevent mail delivery, or prevent access to any driveway. Each Owner shall be responsible for his or her own vehicles as well as those vehicles belonging to the Owner's guests. In order to facilitate the free movement of vehicles, no vehicles belonging to Owners shall be parked on the paved portions of any street, public or private, except during bona fide temporary emergencies. Garages shall be used for parking of vehicles and no other use or modification thereof shall be permitted which would reduce the number of vehicles which may be parked therein below the number for which the garage was originally designed. The Architectural Control Committee may designate certain on-street parking areas for visitors or guests subject to reasonable rules.

No Owners or other occupants of any portion of the Community shall repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within the enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas, and boats, boat trailers, campers and motor homes may be parked for a maximum of 48 hours at one time for the purpose of preparation or loading. Any vehicles parked in violation of this Section or parking rules promulgated by the Board or the Architectural Control Committee may be towed.

Section 6.41 Wells. Water wells, which are approved by the Architectural Control Committee and may be used only for irrigating lawns and landscaping, may be drilled on Lots and Common Areas so long as the water from such wells will not discolor sidewalks or concrete and, in the event of such discoloration, the responsible Owner shall be liable and responsible for all clean-up costs. All wells must comply with all Applicable Laws. All well equipment, tanks, pumps and other related infrastructure shall be underground. Well heads shall not be located in front yards or side yards, and shall be properly screened and landscaped.

Section 6.42 Occupancy or Residential Use of Partially Completed Residence Prohibited. No Residence constructed on any Lot shall be occupied or used for residential purposes or human habitation until a certificate of occupancy therefore has been issued.

Section 6.43 Sidewalks. Each Builder or Owner, at their expense, shall be responsible for installing sidewalks along and within the segment of the Street adjacent to their Lot.

Section 6.44 Construction and Landscaping: Time Requirements: Divestiture: Penalties. All construction upon, landscaping of, and other improvements to a Lot shall be completed strictly in accordance with a Lot development plan approved by the Committee. All landscaping specified on the landscaping plan approved by the Committee shall be installed on the Lot strictly in accordance with such approved plan within one hundred eighty (180) days following substantial completion of the Residence, unless delayed due to adverse weather conditions. Please see Additional Covenants.

Section 6.45 Septic Systems. No septic tank, absorption field, or any other on-site sewage disposal system shall be installed or maintained on any Lot.

Section 6.46 Electric Bug Killers. Electric Bug Killers, "zappers", and other similar devices shall be prohibited.

Section 6.47 Garage and Yard Sales: Holiday Lights. There shall be no more than one (1) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period. Christmas lights and other holiday or occasion-themed decorations may be erected no sooner than five (5) weeks prior to, and removed not later than two (2) weeks after, such holiday or occasion.

Section 6.48 Gardens. Vegetable, wild flower, and other gardens may be located only in the rear yard of a Lot and may not exceed one hundred (100) square feet in size. Vegetation within the garden area may not exceed three feet (3') in height.

Section 6.49 Window Coverings. All interior window coverings shall be specifically designed as window treatments, including but not limited to: blinds, shutters, or drapes. No sheets, towels, paper or other similar items, not expressly designed as window treatments, shall be used to cover a window.

Section 6.50 Architectural Design Standards (AD). All homes in the Community shall conform with the following requirements:

1. Please see Additional Covenants.

Section 6.51 Minimum Roof Pitch. See Additional Covenants.

Section 6.52 Square Footage Requirements. The minimum square footage for a one-story structure shall be 1,850 square feet exclusive of porches and garages. The minimum square footage for a two-story structure shall be 2,200 square feet exclusive of porches and garages.

Section 6.53 Permitted Building Materials. Masonry, wood, vinyl pursuant to the requirements of the Additional Covenants, cement board are all permitted.

Section 6.54 Garages. All homes built in the Community shall include at least two-car garage with raised panel garage doors and a driveway, paved with concrete that is designed to provide at least two off-street parking spaces. The Developer/Builder shall offer third-car garage as an option.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 7.1 Approvals. Approvals, determinations, permissions, or consents required herein shall be deemed given only if they are given in writing and signed, by an authorized member of the Declarant with respect to approvals to be obtained from the Declarant, by an officer of the Association with respect to approvals to be obtained from the Association and by a member of the Architectural Control Committee with respect to approvals to be obtained from the Architectural Control Committee. The Architectural Control Committee may, in its discretion, unilaterally promulgate written architectural and design standards or guidelines (the "Guidelines") which shall be binding upon the Owners.

Section 7.2 Architectural Control Committee. An Architectural Control Committee, composed of at least two (2) members and shall be appointed by the Declarant until the end of the Development Period, and appointed by the Board of Directors thereafter. Such members shall be subject to removal by the Declarant at any time, with or without cause, until the end of the Development Period, and subject to removal by the Board of Directors at any time, with or without cause, thereafter. Any vacancies from time to time shall be filled by appointment by the Declarant until the end of the Development Period, and by appointment by the Board of Directors thereafter.

Section 7.3 Duties of Architectural Control Committee. The Architectural Control Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information has been submitted to the Architectural Control Committee. The Architectural Control Committee, for its permanent files, shall retain one copy of submitted material. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, the requesting applicant may re-apply with changes. If, however, approval has not been received by the applicant in writing within fifteen (15) days, then said request shall be deemed denied.

Section 7.4 Exercise of Discretion. Declarant intends that the members of the Architectural Control Committee shall exercise discretion in the performance of their duties consistent with the provisions of this Declaration, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members of the Architectural Control Committee. In any judicial proceeding challenging a determination by the Architectural

Control Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Control Committee is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Architectural Control Committee, could only conclude that such determination constituted an abuse of discretion.

Section 7.5 Inspection. The Architectural Control Committee may inspect work being performed without the Owner's permission to verify compliance with the Declaration.

Section 7.6 Liability of Architectural Control Committee, Declarant and Association. Neither the Architectural Control Committee nor any agent thereof, nor the Declarant, or the Association shall be liable in any way for any costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it, nor shall the Architectural Control Committee, Declarant or Association be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Architectural Control Committee, Declarant and Association make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, whether the improvements result in any encroachments, the compliance of proposed plans with Applicable Laws, or the materials to be used. All parties should seek professional construction advice, engineering, and inspections of each Lot prior to purchasing the Lot, commencing original construction on said Lot or installing any fences, landscaping, additions, remodeling or other improvements on said Lot.

Section 7.7 Power of Disapproval. The Architectural Control Committee may refuse to grant permission to construct, place or make the requested improvement with or without cause. By way of example only, common grounds for denial include, but are not limited to, a deficiency in or absence of the following:

- (A) The plans, and specifications, required to be submitted; and
- (B) The consistency of the design, color scheme, and square footage of a proposed improvement with the general surroundings of the Lot or with adjacent buildings or structures.

Section 7.8 Power to Grant Variances. The Architectural Control Committee may allow reasonable variances or adjustments of this Declaration where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of this Declaration, no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots, and any such variance granted shall not be considered as precedent setting.

Section 7.9 Statement of Purposes and Powers. Subject to this Declaration and the restrictions contained herein, the Architectural Control Committee shall regulate the external design, appearance, use, location and maintenance of lands and improvements thereon in such a manner as to preserve and enhance values and maintain a harmonious relationship among structures and the natural vegetation and topography.

ARTICLE VIII **CONTIGUOUS LOTS**

Section 8.1 Rules Governing Building on Contiguous Lots Having One Owner. Whenever two or more contiguous Lots shall be owned by the same person, such Owner may not use two or more of said Lots as a site for one, single Residence. If permission for such a use shall be granted, the Lots constituting the site for such one, single Residence shall be treated as a single Lot for the purpose of applying this Declaration to said Lots, so long as the Lots remain improved with only one, single Residence; provided, however, that with respect to the combined Lots, the Owner of the combined Lots shall be obligated to pay Annual Assessments, Working Capital Assessments, and Special Assessments for each originally platted Lot constituting the combined Lots, and such Annual Assessments, Working Capital Assessments, and Special Assessments shall be a lien on the combined Lots, all per the terms and conditions of Article XI below. The Owner of the combined Lots shall be obligated to construct the sidewalk across all of the combined Lots. In addition, the Owner must obtain all requisite and necessary permits and approvals required pursuant to Applicable Laws.

ARTICLE IX **USE AND OWNERSHIP OF COMMON AREA**

Section 9.1 Ownership. A license, upon such terms, conditions, rules and regulations as the Board of Directors, shall from time to time promulgate, for the use and enjoyment of the Common Areas, is hereby granted to the Owners and their family, guests, tenants or contract purchasers. Every Owner shall have a nonexclusive right and easement of enjoyment in common with all other Owners, in and to the Common Areas, which nonexclusive right and easement of enjoyment shall be appurtenant to and pass with the title to every Lot.

Section 9.2 Use and Maintenance. All Common Areas shall be used for such purposes deemed appropriate by the Declarant until the end of the Development Period and following the end of the Development Period, all Common Areas shall be used for such purposes as deemed appropriate by the Association. There shall be professional maintenance of Common Areas and recreational amenities contained therein.

Section 9.3 Non-dedication. Neither the Declarant's execution nor recording of the Plats nor the doing of any other act by the Declarant is, or is intended to become or shall be construed as, a dedication to the public of any Common Area.

ARTICLE X
NOELTING ESTATES HOMEOWNERS ASSOCIATION, INC.

Section 10.1 Association Duties. The duties of the Association shall include the following: (i) the promotion of the recreation, health, safety, and welfare of the residents in the Property, (ii) the maintenance and repair of the Common Areas including, but not limited to, any and all lighting, landscaping, and sidewalks located thereon, (iii) the maintenance and repair of any and all entrance monuments, water features, Ponds, signage, and the landscaping surrounding such entrances monuments and signage, and (iv) maintenance and repair of all street signage, street lighting, and all improvements and landscaping existing in any landscape maintenance access easement and any sign landscape easement. The foregoing provisions of this Section 10.1 notwithstanding, an Owner shall be responsible and liable for any damage to any Common Areas or improvements thereon caused by such Owner or such Owner's agent, contractor, or guest, and the costs of repair or replacement necessitated by such damage shall be immediately paid by the Owner to the Association and may be assessed as a Violation Assessment and enforced per the terms of Article XI below.

Section 10.2 Board of Directors. Prior to the end of the Development Period, members of the Board of Directors shall be appointed by the Declarant, vacancies in the Board of Directors shall be filled by the Declarant, and members of the Board of Directors may be removed and replaced by the Declarant, at any time and for any reason. After the end of the Development Period, the Owners shall elect a Board of Directors as prescribed by the Association's Articles of Incorporation, and the Association's Bylaws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

Section 10.3 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

(A) Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

(B) Class B. The Class B member shall be the Declarant. At all times prior to expiration of the Class B Membership, as provided below in this Section 10.3 (B), the Class

B member shall have the same number of votes at any meeting in which votes are to be taken as is held collectively by all Class A members, plus one hundred (100) additional votes. The Class B Membership shall terminate and be converted to Class A Membership and the Development Period shall expire upon the happening of the earlier of the following:

(i) When the Class B member no longer owns any portion of the Property or the Additional Real Estate; or

(ii) December 31, 2050

(iii) When, in its sole discretion, the Declarant expressly specifically terminates and waives in writing its right to Class B Membership. The Declarant reserves the right to assign some of its rights and obligations under this Declaration without terminating the Development Period and without terminating or waiving its right to Class B Membership.

Section 10.4 Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) of the Association (the "Initial Member(s)"). The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot shall be a member of the Association. Apart from the Initial member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 10.5 Professional Management. No contract or agreement for professional management of the Association, nor any other contract to which the Association is a party, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

ARTICLE XI **ASSESSMENTS**

Section 11.1 Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Declarant or a Builder, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following (collectively the "Assessments"):

- (A) Annual Assessments (hereafter defined);
- (B) Working Capital Assessment (hereafter defined);
- (C) Special Assessments (hereafter defined); and

- (D) Violation Assessments (hereafter defined) levied for a violation of this Declaration.

Section 11.2 Annual Budget. By majority vote of the Board of Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for the allocation of expenses in such a manner that the obligations imposed by the Declaration (the "Annual Budget").

Section 11.3 Annual Assessment.

(A) Amount and Due Dates. The Annual Assessment provided for herein shall commence for each Lot on the date of closing of the sale of such Lot to an Owner other than the Declarant or a Builder. The Annual Assessment shall be Four Hundred Dollars (\$400.00) or the then prevailing amount of the Annual Assessment, per Lot, per quarter and shall be pro-rated to year-end. The Board of Directors shall fix any increase in the amount of the Annual Assessment at least thirty (30) days in advance of the effective date of such increase. Unless pro-rated as set forth above for the first Annual Assessment due with respect to the sale of a Lot to an Owner other than the Declarant or a Builder, the due date for Annual Assessments shall be February, and such Assessment shall be subject to collection and late charges beginning on the 31st of such month.

(B) Purpose of Assessments. The Annual Assessment levied by the Association shall be used in the reasonable discretion of the Board of Directors to fulfill the duties and obligations of the Association specified in this Declaration including, without limitation, (i) the obligation to maintain and repair all Common Areas and all improvements located therein, (ii) the establishment of a reserve for replacement, to be separately maintained in an FDIC insured account with a financial institution, to fund significant capital expenditures, maintenance, repair and replacement of all Common Areas, including, without limitation, all water features, landscaping, signs, lighting and other improvements within the Common Areas, (iii) to pay insurance premiums for liability insurance, property insurance insuring the improvements in the Common Area, and for any other insurance applicable to the Association deemed necessary by the Board of Directors and (iv) the costs of professional management to manage the Association, if engaged.

(C) Method of Assessment. Prior to the end of the Development Period, the Board shall, by a vote of a majority of the Board without notice to or approval or a vote by the members of the Association, and on the basis specified above, fix the Annual Assessment for each assessment year of the Association at an amount sufficient to meet the Annual Budget. The Board shall establish the date the Annual Assessment shall become due, and the manner in which it shall be paid. As set forth above, the initial Annual

Assessment shall be Four Hundred Dollars (\$400.00) and the Annual Assessment may increase or decrease each year in order to satisfy the Annual Budget as determined by the Board of Directors in its sole discretion.

After the end of the Development Period, the Annual Budget must reflect the estimated revenues and expenses for the budget year, and the estimated surplus or deficit as of the end of the current budget year. The Association shall provide each Owner with: (1) a copy of the proposed Annual Budget; or (2) written notice that a copy of the proposed Annual Budget is available upon request at no charge to the Owner. At the same time, the Association shall provide each Owner with a written notice of the amount of any increase or decrease in the Annual Assessment paid by the Owners that would occur if the proposed Annual Budget is approved. After all of the foregoing take place, the Association shall hold a meeting pursuant to the following subparagraph (i) and (ii):

(i) After the end of the Development Period, and subject to subparagraph (ii) below, the Annual Budget must be approved at a meeting of the members of the Association by a majority of the members of the Association in attendance at a meeting called and conducted in accordance with the requirements of this Declaration, the Association's Articles of Incorporation and the Association's Bylaws. For purposes of this meeting, a member of the Association is considered to be in attendance at the meeting if such member attends: (1) in person; (2) by proxy; or (3) by any other means allowed under Indiana law or under this Declaration, the Association's Articles of Incorporation or the Association's Bylaws.

(ii) If the number of members of the Association in attendance at the meeting held under subparagraph (i) above does not constitute a quorum as defined in the Association's Bylaws, the Board may adopt an Annual Budget for the Association for the ensuing year in an amount that does not exceed one hundred ten percent (110%) of the amount of the last approved annual budget last approved by the Association.

Section 11.4 Working Capital Assessment. At the closing of every transfer of title to other than the Declarant or a Builder, the purchaser of such Lot and/or Residence shall pay to the Association, in addition to any other amounts then owed or due to the Association, as a contribution to its working capital, the sum of Four Hundred Dollars (\$400.00), which payment shall be non-refundable and shall not be considered as an advance payment of any Assessment or other charge owed the Association with respect to such Lot. Such working capital shall be held and used by the Association for payment of, or reimbursement to Declarant for advances made to pay, expenses of the Association for its early period of operation, to enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed

necessary by the Board. The Working Capital Assessment may be increased annually as determined by the Board of Directors in its sole discretion.

Section 11.5 Special Assessment. In addition to such other Special Assessments as may be authorized herein, the Board of Directors may levy in any year a Special Assessment(s) for the purpose of enforcing these covenants and restrictions, for legal expenses, for collection expenses, for the costs of undertaking other activity that is the responsibility of an Owner hereunder but which such Owner has not undertaken as required hereunder, for defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain and for operating deficits which the Association may from time to time incur.

Section 11.6 Basis for Assessment.

(A) **Lots Generally.** Each Lot owned by a Person other than Declarant or a Builder shall be assessed at a uniform rate without regard to whether a Residence has been constructed upon the Lot.

(B) **Lots Owned by Declarant.** Neither the Declarant nor any Builder shall be required to pay any Annual Assessments, Working Capital Assessments or Special Assessments so long as any Residence constructed upon a Lot by Declarant or a Builder has not been either conveyed to an Owner intending to occupy or rent said Residence as a residence or leased to an individual or an entity for use as a Residence.

Section 11.7 Notice and Due Date. Written notice of Special Assessments and such other Assessment notices as the Board of Directors shall deem appropriate shall be delivered to every Owner subject to such Assessment. The due dates for all Assessments shall be established by the Board of Directors.

Section 11.8 Assessment Liens. All Assessments, together with interest thereon, attorney's fees, and other costs of collection permitted by this Declaration to be collected, shall be a charge on the land and shall be a continuing lien, until paid in full, upon the Lot against which each Assessment is made. Each Assessment, together with interest thereon and costs of collection thereof, including reasonable attorney fees, shall also be the personal obligation of the Owner of the Lot at the time when the Assessment became due.

Section 11.9 Failure of Owner to Pay Assessments. No Owner, by waiver of the use or enjoyment of the Common Areas, or by abandonment of the Residence belonging to such Owner, may exempt himself or herself from paying Annual Assessments, Working Capital Assessments, Special Assessments, or Violation Assessments, or from contributing toward the expenses of administration or maintenance and repair of the Common Areas, or from any other expense

lawfully agreed upon. Each Owner shall be personally liable for the payment of all Annual Assessments, Working Capital Assessments, Special Assessments, Violation Assessments and all other charges applicable to such Owner and such Owner's Lot. Where the Owner constitutes more than one Person, the liability of such Persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Annual Assessments, Working Capital Assessments, Special Assessments, or Violation Assessments when due, the lien for such Assessment on the Owner's Residence may be foreclosed by the Association in the same manner as mortgages are foreclosed in the State of Indiana or as otherwise specified under the Applicable Laws. Upon the failure of an Owner to make payments of any Annual Assessments, Working Capital Assessments, Special Assessments, or Violation Assessments within ten (10) days after such are due, the Board of Directors, in its sole discretion and regardless of whether litigation is commenced, may:

- (1) impose a uniform late charge, which will be considered an addition to the Assessment, in an amount to be determined by the Board of Directors of up to twenty-five percent (25%) of the amount of the Assessment;
- (2) accelerate the entire balance of the unpaid Assessments for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;
- (3) require that, in addition to the delinquent Assessment and any applicable late charge, the Owner of the respective Residence also pay (i) any attorney's fees incurred incident to the collection of the delinquent Assessment and (ii) collection costs incurred by the Association to the managing agent for processing delinquent Owners' accounts;
- (4) suspend such Owner's right to use the Common Areas as provided in the Indiana Nonprofit Association Act of 1991, as amended; and
- (5) suspend an Owner's right to vote if such Owner is more than six (6) months delinquent.

In any action to foreclose the lien for any Assessments, the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to any unpaid Annual Assessments, Working Capital Assessments, Special Assessments, or Violation Assessments. The Board of Directors may, at its option, bring a suit to recover a money judgment for any unpaid Annual Assessments, Working Capital Assessments, Special Assessments, or Violation Assessments without foreclosing or waiving the lien securing the same. In any action to recover an Annual Assessment, Working Capital Assessment, Special Assessment, and Violation Assessment, whether by foreclosure or otherwise, the Board of Directors, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but

not limited to collection costs incurred by the Association to the managing agent for processing delinquent Owners' accounts and reasonable attorney's fees, from the Owner of the respective Residence.

Section 11.10 Certificates. The Association shall, upon reasonable request by an Owner, at any time, furnish a letter in writing signed by an officer of the Association or its managing agent for the purpose of property transfer letters indicating the accounting status of Assessments on a Lot, and showing the balance due the Association, if any. The managing agent will charge a fee not to exceed the state allowable amount of Two Hundred Fifty Dollars (\$250.00) for the work provided.

Section 11.11 Subordination of the Lien to Mortgages. The sale or transfer of any Lot shall not affect the lien of Assessments levied under this Article XI; provided, however, (i) that the lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded, first mortgage covering such Lot and (ii) that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding or deed in lieu thereof, while not relieving the Owner at the time the Assessment was due of personal liability therefore, shall extinguish the lien of such Assessments which became due or are attributable to the period of time prior to such sale or transfer. No such sale or transfer, however, shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE XII **REMEDIES**

Section 12.1 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of covenants, conditions, and restrictions in this Declaration shall be held to be a waiver by that party or an estoppel of that party of any right available to such party upon the occurrence, reoccurrence or continuation of such violation or violations of this Declaration.

Section 12.2 In General. The Association, the Declarant and/or any Owner, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, or to compel compliance with these restrictions and covenants, and shall be entitled to recover costs of collection and reasonable attorney's fees when requested; however, neither the Declarant, nor the Association, shall be liable for damages of any kind to any person for failing either to abide by, enforce, or carry out any terms, conditions, or restrictions contained in this Declaration.

ARTICLE XIII
EFFECT ON BECOMING AN OWNER

Section 13.1 The Owner(s) of any Lot subject to this Declaration, by acceptance of a deed conveying title thereto, or by virtue of the execution of a contract for the purchase thereof, whether from Declarant, a Builder, or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every covenant, condition, and restriction contained in this Declaration. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of the Declarant, the Architectural Control Committee, and the Association contained in this Declaration, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owner(s) covenant and agree and consent to and with the Declarant, the Architectural Control Committee, and the Association to keep, observe, comply with and perform such covenants, conditions, and restrictions contained in this Declaration.

ARTICLE XIV
TITLES

Section 14.1 The titles preceding the various Sections and paragraphs of this Declaration are for convenience of reference only and none of them shall be used as an aid to the construction of any provisions of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

ARTICLE XV
MISCELLANEOUS

Section 15.1 Severability. Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

Section 15.2 Duration. This Declaration and its covenants and restrictions are for the mutual benefit and protection of the present and future Owners, the Association, and Declarant, and shall run with the land and shall be binding on all parties and all Persons claiming under them until January 1, 2070, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed per the terms of Article XVII below.

ARTICLE XVI
DECLARANT'S RIGHTS

Section 16.1 Any and all of the rights and obligations of the Declarant set forth in this Declaration may be transferred, in whole or in part, to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded with the Recorder of Hancock County, Indiana.

Section 16.2 Nothing in this Declaration shall be construed or applied in a manner that limits or restricts the Declarant or the Builder in the development of the Property or the construction of Residences within the Property. Therefore, notwithstanding anything in this Declaration to the contrary, the Declarant and Builder may maintain and carry out upon any portion of the Property, including any Common Area, Lot, and/or such facilities and activities as, in the opinion of the Declarant or Builder, may be reasonably required, convenient, or incidental to the development of the Property and the construction or sale of Residences including, without limitation, business offices, signs, model units, sales offices, and sales and construction trailers.

ARTICLE XVII
AMENDMENT TO THIS DECLARATION

Section 17.1 Except as expressly prohibited in this Declaration, this Declaration may be amended or modified from time to time and at any time by an instrument recorded in the Office of the Recorder of Hancock County, Indiana, approved and signed by at least sixty-seven percent (67%) of the then Owners. Provided, however, that so long as the Declarant owns one (1) or more Lots and not more than seven (7) years have passed since the original governing documents were first recorded none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Until the end of the Development Period, this Declaration may also be amended unilaterally, from time to time and at any time, without notice or vote, by Declarant in the Declarant's sole discretion.

(signature page follows)

IN TESTIMONY WHEREOF, witness the signature of the Declarant of this Declaration as of the date first above written.

DECLARANT:

ELITE LAND DEVELOPMENT, LLC, an Indiana limited liability company

By: Gregory C Hepler

Its: Guy Hepler

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Gregory C. Hepler the President of Elite Land Development, LLC, who executed the foregoing Declaration on behalf of said this 14 day of November, 2018.



Heather Smith
_____, Notary Public

Pursuant to IC 36-2-11-15(b)(2), 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 – Ronald R. Pritzke

This Instrument Prepared by: Ronald R. Pritzke, Attorney at Law.

S:\RE\ELITE LAND DEVELOPMENT, INC\NOELTING ESTATES\ccr.blb.111318.docx

EXHIBIT A

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 EAST, SUGAR CREEK TOWNSHIP, HANCOCK COUNTY, INDIANA; SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH 88° 56' 45" EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID 1/4 SECTION A DISTANCE OF 1237.80 FEET A RAILROAD SPIKE MARKING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00° 04' 18" WEST A DISTANCE OF 808.27 FEET TO A 5/8" CAPPED (HGS) REBAR; THENCE SOUTH 88° 56' 45" WEST A DISTANCE OF 820.38 FEET TO THE CENTERLINE OF THE BRIER DITCH; (THE NEXT FIVE (5) CALLS ARE ALONG THE CENTERLINE OF SAID DITCH) (1) SOUTH 48° 32' 34" WEST A DISTANCE OF 78.88 FEET; (2) SOUTH 38° 22' 15" WEST A DISTANCE OF 136.63 FEET; (3) SOUTH 38° 21' 26" WEST A DISTANCE OF 270.97 FEET; (4) SOUTH 51° 23' 07" WEST A DISTANCE OF 228.08 FEET; (5) SOUTH 48° 14' 02" WEST A DISTANCE OF 173.78 FEET TO THE WEST LINE OF SAID 1/4 SECTION; THENCE SOUTH 00° 04' 18" WEST ALONG SAID WEST LINE A DISTANCE OF 132.35 FEET TO THE SOUTH LINE OF INSTRUMENT #201813479 RECORDED IN THE OFFICE OF THE RECORDER OF HANCOCK COUNTY, INDIANA; THENCE NORTH 88° 57' 58" EAST ALONG THE SOUTH LINE OF SAID INSTRUMENT #201813479 AND THE SOUTH LINE OF INSTRUMENT #030013855 AND THE SOUTH LINE OF INSTRUMENT #030013856 AND THE SOUTH LINE OF INSTRUMENT #110002876, ALL RECORDED IN THE OFFICE OF SAID RECORDER A DISTANCE OF 2041.18 FEET TO THE SOUTHEAST CORNER OF SAID INSTRUMENT #110002876; (THE NEXT THREE (3) CALLS ARE ALONG THE EAST, SOUTH AND EAST LINES OF SAID INSTRUMENT #110002876) (1) NORTH 00° 00' 00" EAST A DISTANCE OF 275.01 FEET; (2) NORTH 88° 57' 57" EAST A DISTANCE OF 44.98 FEET; (3) NORTH 00° 00' 00" EAST A DISTANCE OF 270.84 FEET TO A 3/4" CAPPED REBAR; THENCE SOUTH 88° 56' 45" WEST A DISTANCE OF 288.02 FEET TO A 5/8" CAPPED REBAR ON THE EAST LINE OF SAID INSTRUMENT #030013856; THENCE NORTH 00° 04' 18" EAST ALONG THE EAST LINE OF SAID INSTRUMENT #030013856 A DISTANCE OF 1011.34 FEET TO A P.K. NAIL MARKING THE NORTHEAST CORNER OF SAID INSTRUMENT #030013856 AND BEING ON THE NORTH LINE OF SAID 1/4 SECTION; THENCE SOUTH 88° 56' 45" WEST ALONG SAID NORTH LINE A DISTANCE OF 559.65 FEET TO THE POINT OF BEGINNING. CONTAINING 40.006 ACRES, MORE OR LESS.

SUBJECT TO A 75 FOOT STATUTORY LEGAL DRAIN EASEMENT FOR THE BRIER DITCH AND ALL OTHER LEGAL HIGHWAYS, RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.

"EXHIBIT B"

We, the undersigned Elite Land Development, Inc., by Gregory C. Hepler, President, owner and developer of the real estate shown and described herein, do hereby certify that we are the owners of the real estate shown and described herein and that as such owners we have caused the property described herein to be surveyed and subdivided as shown on the herein drawn plat as our own free and voluntary act and deed. Therefore, we do hereby lay off, plat and subdivide said real estate in accordance with the within plat. **This subdivision shall be known and designated as Noelting Estates, Section One, an addition to Hancock County, Indiana.** All streets shown and not hereto before dedicated are hereby dedicated to the public by this plat as shown. Furthermore, all lots and land platted as part of this plat shall be subject to the following restrictions which shall operate as perpetual covenants:

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

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked drainage and utility easement ("D. & U. E."), sanitary sewer and utility easement ("S.S. & U. E.") or utility easement ("U. E.") to install, lay, construct, renew, operate, maintain and remove sewers, manholes, inlets, conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with telephone, electric and gas, sanitary sewer, storm sewers and water service as a part of the respective utility systems; also is granted (subject to the prior rights of the public therein), the right to cut down and remove or trim and keep trimmed any trees or shrubs that interfere or threaten to interfere with any of the said public utility equipment, and the right is hereby granted to enter upon the lots at all times for all the purposes aforesaid. No buildings, trees, fences or structures shall be placed on said area as shown on the plat and marked "drainage and utility easement (D. & U.E.)", but some may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid user or the rights herein granted. Those easements marked drainage easement (D.E.) only, are hereby granted to only the Hancock County Drainage Board. A perpetual easement is also hereby granted to the Homeowners Association, their successors and assigns, within the areas shown on the plat and marked "landscape area (L.A.)", to install, construct, maintain and replace earth mounds, grass, shrubs, trees, flowers, lights, signs and landscape structures and accessories with all necessary equipment for the purpose of servicing the subdivision. No fencing of any kind shall be permitted on said landscape easements unless constructed by the Homeowners Association for landscape purposes.

All lot and property owners shall be subject to the "Declaration of Covenants, Conditions and Restrictions for Noelting Estates" as recorded as Instrument Number 201811936 in the Office of the Recorder of Hancock County, Indiana.

A. The owner(s) of the herein described real estate, for himself, and for all future owners and occupants of said real estate, or any parcel or division thereof, for and in consideration of the right to develop the real estate for other than agricultural uses, hereby:

- 1). Acknowledges and agrees that the real estate is adjacent to an area zoned or used for agricultural purposes, which uses include, but are not limited to:
 - a) production of crops;
 - b) animal husbandry;
 - c) land application of animal waste;
 - d) raising, breeding and sale of livestock and poultry, including confinement feeding

operations;

e) use of farm machinery; and/or

f) the sale of farm products.

2). Waives any and all objections to any agricultural uses within two miles of any boundary of the real estate.

3). Agrees that agricultural uses do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury or third parties, or directly endanger human health.

4). Agrees that this covenant is for the benefit of Hancock County, Indiana, and for all persons engaged in agricultural uses within two miles of any boundary of the real estate and is enforceable by any of the foregoing.

B. Channels, tile drains 8-inch or larger, inlets and outlets of detention and retention ponds, and appurtenances thereto within designated drain easements are extensions of the Hancock County's storm water drainage system and are the responsibility of the Hancock County Drainage Board and/or Hancock County Surveyor and/or Hancock County Engineer. Drainage swales and tile drains less than 8-inch in inside diameter shall be the responsibility of owner or homeowner association.

C. Open channel and tile drains within all regulated drainage easements shall be regulated drains upon acceptance by the Hancock County Drainage Board and subject to Indiana Code 36-9-27 and its amendments.

D. It shall be the responsibility of the owner of any lot within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Hancock County Drainage Board through its agents, the Hancock County Surveyor and the Hancock County Engineer, and the requirements of all drainage permits for this plat by said Drainage Board.

E. The property shall be graded pursuant to the final construction plan and may not thereafter be changed without the written approval of the Hancock County Surveyor, whose decision may be appealed to the Hancock County Drainage Board.

F. No trees or shrubs shall be planted, nor any structure erected in any drainage easement, unless otherwise approved by the Hancock County Surveyor and the Hancock County Engineer.

G. The maintenance of all irrigation or sprinkler systems installed in the right-of-way shall be the responsibility of the individual homeowner or the developer. Hancock County assumes no responsibility for maintenance or damage of any kind.

H. Drainage Swales (Ditches) along dedicated roadways and streets, within the right-of-way, or on dedicated easements are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners) or The Stone Ridge Homeowners Association. Property owners must maintain these swales as sodded grass ways or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts are installed as set out in Section 155.091 (E) of the Hancock County Subdivision Control Ordinance.

I. Any property owner altering, changing or damaging these swales or ditches will be held responsible for such action and will be given (10) days' notice by registered mail to repair said damage, after which time, if no action is taken, the Hancock County

Drainage Board (Commissioners) or homeowner's association will cause said repairs to be accomplished and the bill for such repairs will be sent to the affected property owner for immediate payment.

- J. Sump pumps installed to receive and discharge ground waters or storm waters shall be connected to the storm sewer system where possible or discharged into a designated storm drainage channel. Sump pumps installed to received and discharge floor drain flow or other waste water shall be connected to the sanitary sewer. A sump pump shall be used for one function only, either the discharge of storm water and ground water, or the discharge of waste water.**
- K. Footing drains shall be connected to storms sewers where possible or designated storm drainage channels. No footing drains or drainage tile shall be connected to the sanitary sewer.**
- L. No roof downspouts, roof drains, nor roof drainage piping shall be connected directly to the storm drainage system, unless the storm drainage system has been designed to accommodate direction connection and then only if allowed by the Hancock County Surveyor's office. No roof downspouts, roof drains, nor roof drainage piping shall be connected to the sanitary sewer.**
- M. Each lot owner shall maintain the appearance of each residence and lot, including removal of trash, junk, lawn clipping, weed and brush.**
- N. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between two and one-half and eight feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of the minor street lines or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.**
- O. The same sight line limitations shall apply to any lot within ten feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines. No drainage structures shall be located within driveway limits.**
- P. No sump pump drains or other drains shall outlet onto the street.**
- Q. No trees or landscaping shall be planted in the public county right-of-way or drainage easements except for those labeled as landscape easements and as permitted by the aforementioned Declaration of Covenants, Conditions, and Restrictions for Noelting Estates.**
- R. No vehicle shall be parked on the streets for more than 24 hours.**
- S. Snow removal for the subdivision internal streets shall be the responsibility of the homeowner's association.**
- T. Each homeowner (lot owner) shall be responsible for constructing a four-foot wide concrete sidewalk of 4,000 psi concrete, four inches thick, sloped toward the street with expansion joints each 48 feet along the entire street frontage of their respective lot. The sidewalk shall be constructed prior to completing finish lot grading. The sidewalk shall be located one foot inside the street right-of-way line, (not on the lot) and parallel to the street right-of-way line. The lot owner is responsible for the repair and maintenance of the sidewalk for the initial one year from completion of residence. Thereafter, the homeowner's association shall be responsible for maintenance and upkeep of the**

sidewalk except for any damage done by the adjoining lot owner. All street side sidewalks shall comply with all Americans with Disabilities Act (ADA), as amended, requirements and in the situation of a conflict between ADA rules, covenants or other regulations, the ADA shall govern.

- U. No drainage structures shall be located within the driveway paved surface.
- V. No trees larger than 8 inches in diameter (measured thirty-six (36) inches above the ground surface) may be cut without permission of the Architectural Control Committee.
- W. Each lot owner in this subdivision or addition, by acceptance of a deed conveying title thereto, whether from the developer or a subsequent owner of such lot, shall accept such deed subject to the provisions of the bylaws of the Noelting Estates Homeowners Association, Inc, and thereby becomes a member of the Noelting Estates Homeowners Association, Inc, for the purposes outlines herein. The homeowners association shall be self-perpetuating and will not be disbanded. The homeowners association shall be professionally managed by a licensed property manager and shall be required by the association bylaws. The laws of the association shall further require that revisions to the bylaws, covenants, and/or the management firms' contract may occur only upon the consent of 80% or more of the lien holders of property in the subdivision (not the property owners). The homeowners association shall contract with only one trash Collection Company for the entire development. The trash collection company shall also provide curbside recycling for the development.

Additional Hancock County Zoning Covenants and Restrictions: The following Minimum Development Standards; Residential Building Standards; and Right to Farm Deed Restriction, pursuant to the Zoning Code of Hancock County, shall be adhered to and are required to be shown on the accompanying plat. *There are situations and instances where the aforementioned Declarations of Covenants, Conditions and Restrictions and the covenants hereto before may be in conflict.* The most restrictive shall apply.

CURRENT REQUIRED MINIMUM DEVELOPMENT STANDARDS PER HANCOCK COUNTY ZONING CODE

1. The Homeowners Association shall contract with only one trash Collection Company for the entire development. The trash collection company shall also provide curbside recycling for the development.
2. Homes located adjacent to and directly across the street opposite from each other shall not be of the same front elevation. This does not prohibit the home to the rear from being the same front elevation.
3. Exterior chimneys for fireplaces shall be masonry in entirety unless placed on the rear exterior wall of the residence. Chimneys that do not originate on an exterior wall that protrude through the roof may be of material other than masonry, excluding aluminum.
4. All porches on the front or side of the residence shall be constructed with nominal 6 x 6 column posts. Residences without covered porches shall have architecturally treated entrance ways.
5. All residences shall include decorative rectangular, round, half-round, or triangular front, rear and side gable roof vents or windows.

6. Residences built upon corner lots shall have included with the construction a minimum of three (3) windows, with a minimum size of three (3) feet by five (5) feet, on the side of the home facing the street (street side-yard).

7. Corner lots shall be prohibited from having fences that are in the street-side yard. Street-side yards may contain fences provided the fences are consistently themed with the residence and constructed of a material other than wood or chain-link and be no higher than 42 inches from the finish grade of the lot. The fence may be located no closer than five (5) feet from the street-side lot line and shall be located no closer than ten (10) feet of the front line of the residence.

8. All mailboxes shall be installed according to a uniform design and specification. The design and specifications shall be done in accordance with the U.S. Postal Service regulations. If nominal six by six posts are used, the specifications shall require that the posts be scored at ground level to the equivalent of a four inch by four inch post. Further, all county regulations for the placement of mailboxes shall be adhered to.

9. Each residence, within 180 days after the certificate of occupancy is issued, shall have in place a minimum landscape package including at least three (3) trees, twelve (12) shrubs, and a sodded front yard consistent with the following table:

NUMBER OF TREES, MINIMUM NUMBER OF SHRUBS, FRONT YARD SOD

10. The minimum number of shrubs required is a total for the side and front yard combined, not for each yard individually. All trees shall be a minimum of two-inch caliper and all shrubs shall be a minimum of 18 inches in height per National Nursery Standards. Lots that have existing trees in the front yard and are in number to meet the required minimum shall not be required to plan additional trees as herein required. In order for the existing trees to qualify as an existing tree it must be a minimum size of two-inch in caliper measured six inches above the existing ground elevation at the base of the tree and be part of the finish landscape package upon completion of the residence and the final lot grading.

11. In addition to the above requirements, landscape packages for corner lots shall include a street-side yard (which shall be defined as the yard fronting the street on the side of the house that does not face the street) plan of one evergreen tree with a minimum height of six feet and twelve (12) shrubs. The street-side yard shall be sodded.

12. All trees shall be planted such that upon maturation the branches and limbs shall not interfere with the adjacent property use. Any tree becoming such a nuisance shall be trimmed or cut back to eliminate the nuisance.

RESIDENTIAL BUILDING STANDARDS

The residential structures shall include the following minimum building standards: Nine-inch overhangs on all roofs, except that side gables may use an architectural alternative that creates a dimensional effect with wood, vinyl or aluminum subject to plan director approval; roof pitch of no less than 6/12; vinyl siding shall be approved and endorsed as meeting or exceeding ASTM D3679 by the Vinyl Siding Institute (VSI) through the VSI siding certification program. The

minimum thickness of vinyl siding shall be 0.044 inches; unless adjacent to a masonry wrap, all windows, doors and corners shall have one inch by six inch wood or vinyl surround, or shutters or decorative trim or decorative window headers; attached two-car garages; on corner lots the driveway shall be handed in the opposite side from the intersection of the street right-of-way lines.

ADDITIONAL RESIDENTIAL BUILDING STANDARDS

Sec. 156.065 (C) (2)(h) Facade/exterior material shall be masonry (brick, stone, textured and colored concrete masonry units), wood, fiber cement board siding, stucco, composite lap siding, decorative precast panels, aluminum, or heavy-gauge vinyl. Vinyl siding shall be approved and endorsed as meeting or exceeding ASTM D3679 by the Vinyl Siding Institute (VSI) through the VSI siding certification program. The minimum thickness of vinyl siding shall be 0.044 inches; Lap siding shall have a maximum nine-inch exposed board face.

Sec. 156.065 (C)(2) (i) Architectural features. All houses shall have a minimum of four features from the following list. Porches, side-load or court-entry garages, or full first floor masonry wrap, each count as two features towards the required four.

1. Front porch - minimum eight feet in width and four feet in depth supported by columns; 2. Veranda/balcony; 3. Reverse gable; 4. Turrets; 5. Two or more roof planes visible on the front of the house; 6. Decorative garage doors or windows in garage doors; 7. A separate overhead door for each single garage bay; 8. Side-loaded or court-entry garage; 9. Brick, stone or textured concrete masonry on 100% of the front elevation (excluding openings); 10. At least four feet of relief at one or more points along the front or rear elevations; 11. Full first floor masonry wrap; 12. Sunroom, screened porch, or breakfast nook on rear for relief; 13. Transom windows; 14. Bay windows; 15. Two or more dormers; and 16. Decorative geometric front, rear and side gable roof vents or windows.

Sec. 156.065 (C)(2)(j) Dimensions. A single-family dwelling façade shall comprise at least 55% of the total facade width. The garage shall not exceed more than 45% of the facade width.

Sec. 156.065 (C)(2)(k) Entries. Single-family dwelling entries shall have a presence toward the street and be accented with at least one building-mounted light fixture.

Sec. 156.065 (C)(2)(l) Windows. Windows are required on all sides of the dwelling that are adjacent to a street, common area, or not perpendicular to the street.

Sec. 156.065 (C)(2)(m) Roof.

1. Minimum pitch: 6:12.
2. Materials. Roof materials such as tile, slate, cedar shake with fire protection, three-dimensional asphalt, fiberglass shingles, standing seam metal, or other approved metal that simulates traditional roofing materials shall be used on all structures.

Sec. 156.065 (C)(2)(n) Garages. Each home shall have a minimum attached two-car garages.

1. Three-car garages. The third bay shall have a separate door and shall be recessed four feet from the other bays.
2. Garage-forward design:
a. Front-loaded garages that protrude between 8 and 12 feet forward of the dwelling area shall have at least one window installed in the garage wall that is perpendicular to the façade of the dwelling.
b. Front-loaded garages that protrude between 12 and 16 feet forward of the dwelling area shall have at least two windows installed in the garage wall that is perpendicular to the façade of the dwelling.
c. Garages that protrude more than 16 feet shall be side-loaded and shall install a

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window(s) that faces the street.

ENFORCEMENT OF COVENANTS

The right to enforce these covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby reserved to any owner of any of the real estate in this subdivision, including the Developer. However, such time as the Developer no longer owns any property contained in this subdivision, the Developer no longer has any right, obligation or standing to enforce any covenant. The cost of enforcement of any violation of the covenants contained herein, including any expenses and attorney's fees, shall be charged to the property owners in violation, and such costs, expenses and fees shall be collectible in the same manner as assessments as provided herein.


DURATION OF COVENANTS

The covenants are to run with the land, and shall be binding on all parties claiming under them. At any time a Covenant may be changed in whole or in part upon: a) an affirmative vote of eighty (80) percent (%) of the then owners of lots in the subdivision, and b) with the consent of the Developer. If the Developer does not own one or more lots in the subdivision, the consent of the Developer shall not be required. Invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

SEVERABILITY

Every one of the Restrictions or Covenants are hereby declared to be independent of, and severable from, the rest of the Restrictions and Covenants and of and from every other one of the Restrictions and Covenants, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions or Covenants shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions or Covenants.

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Hancock County Recorder IN
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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NOELTING ESATES**

THIS FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR NOELTING ESTATES (this "Amendment") is made and entered into January 2, 2020, by ELITE LAND DEVELOPMENT LLC, an Indiana limited liability company ("NOELTING ESTATES"), and is made effective January 2, 2020.

RECITALS:

WHEREAS, Elite Land Development, LLC, an Indiana limited liability company ("ELD"), entered into that certain Declaration of Covenants, Conditions and Restrictions for Noelting Estates dated November 14, 2018 and recorded in the Office of the Hancock County Recorder on November 14, 2018 as Instrument Number 201811936 (the "**Declaration**");

WHEREAS, by virtue of taking title to the Foreclosed Real Estate and the Settlement Real Estate, accepting the Assignment, Elite Land Development, LLC is the Class B Member and has all rights to amend this Declaration in accordance with Section 6.26 of the Declaration;

WHEREAS, Elite Land Development, LLC desires to amend the Declaration; and

WHEREAS, by unanimous vote of the Members, this Amendment was approved by the Association.

NOW THEREFORE, Elite Land Development, LLC hereby amends the Declaration as follows:

6.26 Outbuildings. No storage sheds shall be permitted on any Lot in excess of one hundred twenty (120) square feet. All shed exteriors shall be constructed of materials that match that of the Dwelling Unit located on the Lot. All sheds require prior written approval of the Declarant or its designated Design Review Committee during the Development Period, or of the Association or its designated Design Review Committee after the Development Period.

END OF DOCUMENT

IN WITNESS WHEREOF, this Amendment is hereby executed as of the day and year first written above.

Elite Land Development, LLC,
an Indiana limited liability company

By: [Signature]
Name, Gregory C. Hepler
Title President

STATE/Commonwealth of Indiana

) SS:

COUNTY OF Hancock

Before me, a Notary Public in and for the State/Commonwealth of Hancock, personally appeared Gregory C. Hepler, the President of ELITE LAND DEVELOPMENT, LLC, a Member of Elite Land Development, LLC an Indiana limited liability company, who acknowledged the execution of the foregoing instrument on behalf of said company.

Witness my hand and Notarial Seal this 3rd day of January, 2020

[Signature]
Heather Smith, Notary Public

My Commission Expires: 9-26-22

My County of Residence is: Hancock



This document was prepared by and when recorded please return to: Gregory C. Hepler, Elite Land Development, LLC. 7449 West 200 South New Palestine, IN 46163

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Timothy M. Smith