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TORIE KELLEY

HOWARD COUNTY IN RECORDER

RECORDED AS PRESENTED

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REC FEE: 25.00 PGS: 15

TRANS# 4077686

**SECOND AMENDED AND RESTATED
COVENANTS AND RESTRICTIONS**

**PRAIRIE FARMS SUBDIVISION ALL SECTIONS
(Section One Recorded as Instrument No. 0534015440)
(Phase 2, Section 2 Recorded as Instrument No. 2334013521)
(Phase 2, Section 3 Recorded as Instrument No. 2334013522)**

1. RECITAL

Pursuant to the authority of Section 26 of the Covenants and Restrictions Recorded as Howard County Recorder's Instrument No. 0534007996, Prairie Farms Subdivision Sections 2 and 3 have now been platted and the Developer amends by completely restating the Covenants and Restrictions applicable to all Sections of the Subdivision.

For the purpose of maintaining fair and adequate property values in the development; keeping the development desirable, uniform, and suitable in design and use; ensuring the use of the property is for attractive residential use and maintaining the desirable quality of the development and thereby providing to each owner, lessee, or tenant the full benefit and enjoyment of his or her residence the following is hereby adopted:

- A. In accordance with a plan of development known as Prairie Farms, an addition to the City of Kokomo, Howard County, State of Indiana, grantor has adopted declarations set out in this document, as to limitations, restrictions, and uses to which the tracts, lots and parcels may be put.
- B. Front yard building setback lines are hereby established as shown on this plat between which lines and the property lines of the street there shall be erected or maintained no building or structure.
- C. There are strips of ground as shown on the plat marked "U. E. & D.E.," reserved for the use of public utilities for the installation of water and sewer mains, surface drainage, poles, ducts, lines, and wires, subject at all times to the proper authorities and to the easement herein reserved.
- D. No permanent or other structures may be erected or maintained on said strips of land nor any kind of tree, shrub, post, pole, or pit be put placed, or maintained on said strips of land and the owners of the respective lots in this subdivision shall take title to said lots subject to the rights of the public utilities.

2. TERMS

For purposes of this document the terms:

- A. "Alleys" means private lanes.
- B. "Development" means both sections of Prairie Farms Subdivision recorded as set forth above.
- C. "Developer" means CITATION PARTNERS, L.L.C., the Successor of Howard County Prairie Farms, LLC.
- D. "Divisions" means tracts, lots and portions of lots divided for the purpose of separate ownership in order to construct a residence.
- E. "Grantee" means any purchaser of a lot in Prairie Farms.
- F. "Lot" means any parcel shown on the plat of any Section of the development that is identified by a number.
- G. "Main Structure" means a single-family residence and attached garage.
- H. "Owner" means any person, company, corporation, or other entity which owns a lot in Prairie Farms.
- I. "Tract" means any parcel shown on the plat of any Section of the development that is identified by a letter.
- J. "Tree lawn" means a strip between the back line of the concrete curb and the front edge of the four-foot concrete walk wherein the division owner will plant and maintain certain species of trees. Except for the trees, this strip will be grass. Light poles, light bollards, stop sign poles and street sign poles may also be installed in this strip.

2. EFFECT:

It is expressly understood and agreed, by the owner and his or her heirs, executors, administrators, successors, or assigns that the several restrictive covenants contained in this document shall attach to and run with the land, and it shall be lawful not only for the owner and his or her heirs, executors, administrators, successors, or assigns but also for the owner or owners of any division in the Prairie Farms neighborhood, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate covenants, restrictions, etc., and to recover any damages suffered by them from any violation thereof, with attorney fees.

3. PROPERTY

All divisions in the development sold for single family residences shall contain the same restrictions.

4. FORECLOSURE

Should any mortgage or deed of trust be foreclosed on the property to which this instrument covers, then the title acquired by such foreclosure, and the person or persons who become the owner or owners of such property, shall be subject to and bound by all the restrictions set forth.

5. WAIVER AND SUBSEQUENT BREACHES

Each and all of the covenants, conditions, restrictions, and agreements contained in this document shall be deemed and construed to be continuing, and the non-enforcement of any breach shall not have an effect so far as any future or other breach is concerned. It is understood and agreed by and between the parties that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements contained in this document shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions either by forfeiture or otherwise, be construed as a waiver of said covenant, condition, restriction or agreement nor of any other restriction or condition.

6. VOID OR INVALID

It is expressly agreed that if any covenant or condition or restriction, or any portion thereof, is invalid or void, such invalidity or voidness shall not affect any other covenant, condition, or restriction.

7. DENSITY

To prevent disharmony and incompatibility between uses; to foster uniform development for Prairie Farms residential development and to maintain the desired tone of the community and thereby provide to each owner, lessee, or tenant the full benefit and enjoyment of his or her residence, the following restrictions apply:

No building or structure of any kind whatsoever other than a single-family residential structure and an associated attached garage shall be erected on any lot, and any such structure shall be used for residential purposes only.

- A. No more than one main structure will be constructed on any division within the development. The developer will determine the density and location of dwelling units, subject to the Kokomo City Zoning Ordinance.
- B. Grantee, heirs, representatives, successors, or assigns shall not use, permit, or suffer to be used for apartment houses, flats, tenements, boarding houses, or rooming houses the

property covered by this document, but shall use or permit the use thereof only as a single-family residence.

8. OUTBUILDINGS

To prevent congestion on the property; provide a neat and uniform appearance; and prevent structural sprawl, outbuildings shall be restricted to one outbuilding of a maximum width of twelve feet by sixteen feet. Outbuildings shall be architecturally compatible with the Main Structure. CITATION PARTNERS, L.L.C. or the Architectural Control Committee shall consider the height in determining whether to approve the plan for the outbuilding.

9. OTHER IMPROVEMENTS

To maintain the development's aesthetic beauty, improve the well-being of the community and the adjoining properties, prevent nuisances and congestion, and increase the value of the divisions within the development, the following restrictions apply:

- A. **Temporary Residence:** No shack, basement, garage, barn, patio, or outbuilding erected on any division of the development will be used as a residence temporarily or permanently, nor shall any trailer, tent, or temporary structure be used as a residence for more than seven days in any combination during one year.
- B. **Maintenance of Lots During Construction:** All Lots shall be kept and maintained in an attractive and orderly manner during the period of construction of any structures on said Lots. No trash or rubbish of any kind shall be permitted to accumulate on any Lot or adjacent Lots, except in dumpsters which shall be placed on the Lots or not on the streets. The streets shall be kept clear of mud and dirt from water run-off, excavation, and tracking. Each lot owner shall be responsible to see that persons using his lot including his agents do not track dirt or mud onto the streets or lanes and shall be responsible to clean up immediately if it occurs.
- C. **Erosion Control:** The builder is required to comply with "Rule 5," a State mandated erosion control program. A typical plan for each lot in the development has been filed with the Indiana Department of Environmental Management. A copy of the plan will be made available to each builder in order that he is aware of the requirements and can comply with the plan. The builder or lot owner may amend the plan, if so desired.
- D. **Damaged Structures:** No dwelling unit which has been partially or totally destroyed by fire or other catastrophic event shall be allowed to remain in such state for more than thirty (30) days from the date of such occurrence.
- E. **Maintenance of Divisions and Improvements:** The Owner of any Division in the Development shall at all times maintain the Division and any improvements thereon in such a manner to prevent the Division or improvements from becoming unsightly.

F. Maintenance of area adjoining Division: The owner of each Division within Prairie Farms shall be responsible for:

1. Mowing grass and similar routine maintenance for one half of the area of the portion of each tract, except the park or storm water storage tracts, adjoining his division.
2. Mowing grass and similar routine maintenance for the tree lawn area adjoining his division.
3. Replacing trees in the tree lawn area adjoining his division, should they be substantially damaged or dead. The three shall be replaced with a species the same as the one that was there.

G. Sidewalks: The Builders shall construct all sidewalks within the development. The cost of the walk shall be paid by the Builder on each division. Upon purchase of the division, the division owner shall become responsible for the maintenance of the walk. All public sidewalks shall be four feet wide and have a broomed finish and tooled joints.

10. SIGNS

No signs, billboards or advertising devices, oil wells, gas wells, satellite dishes, heavy machinery, or other objects similar in nature shall be erected or otherwise operated on any division except:

- A. Real estate for sale signs of nine square feet or less in size.
- B. Contractor advertising signs of nine square feet or less in size used to advertise or inform during the initial construction on a lot.
- C. Contractor advertising or information signs of nine square feet or less in size placed for seven days or less.
- D. Satellite dishes that can be installed so that they are hidden from view from public places, are eighteen inches or less in diameter, and the view from adjoining lots is somewhat blocked or screened by living plants.
- E. Political signs as covered by State Statute.
- F. Charity signs of nine square feet or less.
- G. School related signs of nine square feet or less.

11. UTILITIES

No utilities shall be erected within any division within the development except as provided for by the developer in the initial development unless such utilities are for the exclusive use of the division for which they are meant to reside within.

12. ANIMALS

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. All household pets shall be maintained on their owner's lot only and not allowed to run loose or to become a nuisance to other property owners. Dogs kept outside must be restrained in the rear yard by fence in accordance with Section 23 G. of these covenants or an invisible (buried) fence. There shall be no chaining of dogs, "Dog Runs" or kennels allowed.

13. PROHIBITION AGAINST STORAGE

No lot or part lot shall be used to house, store, park or maintain:

- A. Grains, seeds, fertilizers, or building materials in quantities in excess of the amounts which can be used on such lot.
- B. Motor vehicles held primarily for sale or exchange.
- C. Road-working, well drilling, farm, or construction machinery or equipment, motor home, travel trailer, bus, commercial or farm trailer, semi-trailer, truck, or junk; provided however, this clause shall not prohibit the use of ordinary passenger vehicles.
- D. All passenger vehicles parked in driveway shall be properly registered, insured and in operating condition.

14. STORAGE ALLOWED

Boats, snowmobiles, and other such vehicles used seasonally may be stored on a division, provided that:

- A. The item is stored in the garage or outbuilding during the "off-season," not in the driveway, street, rear, or side yards.
- B. Parking of boats, snowmobiles and other recreational vehicles shall be limited to seven days total.

The intent of this covenant is to provide a measure of convenience for the lot owner as he routinely uses his recreation vehicle in season, without creating the appearance of use of lot(s) as a storage area for unused or infrequently used, dilapidated, or otherwise unattractive recreation or other similar type vehicle.

15. ENVIRONMENTAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

16. TREES

Any non-invasive trees are allowed.

17. EASEMENTS

To provide for continued adequate drainage to all divisions, drainage easements allowing the homeowners association's authorized representative to access and maintain the tile drains installed by the developer are hereby created as shown on the Plat. The easement shall pertain only to tiles constructed by the developer and serving more than one lot. Use of area adjoining the easement may be made by the authorized representative, for the purpose of storing excavated material during the course of repair or maintenance, however material should be stored on the easement area or adjoining tract when possible. If the repair is not an emergency or is for maintenance, the owner of the division upon which work is anticipated shall be notified by the authorized representative approximately 48 hours prior to commencement of work. Notice can be in person, by phone, by mail, by hand delivered note or by other method.

To provide for an attractive entrance to be maintained by the Prairie Farms Homeowners Association, a sign and planting easement created by the plat is for the purpose of allowing Prairie Farms Homeowner's Association's authorized representative to enter upon the area so designated to maintain the entrance sign, is appurtenances and plantings around the sign.

18. TIME

To ensure an orderly, continuous, and harmonious improvement within the development; prevent land speculation; and limit unsightly construction, grantee shall begin construction six months from the date of conveyance and complete all outside improvements and construction activities within six months after construction first begins. The Developer or Architectural Control Committee can authorize periods of six-month extensions to any grantee for either of the above two requirements.

19. LOCATION AND SIZE

To keep the structure safe from accidental vehicle incursion, prevent trespass (provide mutual structural support for an adjoining structure), provide room for outside activities, help maintain privacy, ensure the development is not overbearing, unsightly, or unsuitable in design and use to the character of the development the following restrictions on the location and size of the structures are in effect:

- A. No residential structure shall be erected or constructed within any division of the development with a width less than 30 feet.
- B. No structure shall be erected closer than 25 feet from the nearest street's right-of-way as shown on the plat of subdivision; five feet from the side boundaries; and 25 feet from the rear boundary.
- C. No structure shall be more than two stories in height or exceed thirty-six feet in height from the finish ground surface measured to the roof peak.
- D. Appurtenances Not Considered: For purposes of this section, sidewalks, patios, eaves, shutters, and other appurtenances to the main structure shall not be considered in determining conformance with this section.
- E. Each dwelling unit constructed in this development shall have a minimum square footage of conditioned (heated and/or cooled) space, exclusive of basements and garages as follows:
 - 1. The minimum floor area of a Dwelling Unit shall be 1,400 square feet.
 - 2. The minimum main floor area of a Dwelling Union of more than one story shall be 1,000 square feet; the overall area shall be 1,600 square feet.

20. PLANS AND SPECIFICATIONS

To maintain a safe, desirable, uniform, and suitable structure that is harmonious with other structures in the development, the following restrictions apply:

- A. No structure shall be erected on the property until the plans and specifications of the proposed site and structure have been submitted to and approved by CITATION PARTNERS L.L.C. or the Architectural Control Committee as to outward appearances and design and a written permit issued free of charge provided, however, that if the plans and specifications are not approved or disapproved in writing within 30 days after they have been submitted, or if no suit to prevent the erection of such structures has commenced prior to the completion of construction, such approval shall not be required.
- B. All improvements and structures are to be made and completed substantially in accordance with the approved plans.

21. BUILDING MATERIALS

To maintain a desirable tone of the development and harmonize the character of the development, the following concepts are what the Developer, Citation Partners L.L.C., or the Architectural Control Committee will consider the style, appearance and colors of the other homes.

22. STYLE AND APPEARANCE

To maintain fair and adequate property values in the development; prevent disharmony between neighbors; and keep the development desirable, in harmony, and with a character that reasonably conforms with the developer's intent, the following guidelines apply:

- A. Windows should be tall and have decorative treatment to draw attention to the window and make it appear taller than wider.
- B. Roof pitches shall be minimum of 6/12, to provide roof exposure and thereby a different textural view from the building siding and provide height to the structure. There shall be a minimum overhang of twelve inches. All roofing shingles shall be of architectural grade.
- C. Side and/or front porches should be considered to create the feel of a welcoming, warm, comfortable home.
- D. Colors should be considered in the design of the exterior of the structures to create a welcoming, warm, comfortable home.
- E. The structures to be located on the divisions should be in the style, form, or appearance known as Southern, Federalist, Cape Cod, French Country, Victorian, or Traditional. Other styles shall be allowed. The Developer or the Architectural Control Committee shall make the final determination of whether a particular style will be in harmony with the developer's intent and the adjoining already developed property.
- F. Various styles are encouraged. The proposal of a Victorian style next to an existing Cape Cod, will not in itself be grounds to disapprove the plans.
- G. No fence shall be constructed within a division or along a division boundary line unless such fence is no greater than six feet in height. Any such fence shall be earth tone or natural in color. No fence shall be constructed forward of the rear line of the main structure on any division. The location and style of fence must be approved by the Developer, Citation Partners L.L.C., or by the Architectural Control Committee.
- H. Each division shall erect a garage suitable for the storing of two vehicles, which shall be stored in said garage.
- I. The owner of each division shall provide two off-street parking spaces in addition to spaces provided in the garage. These spaces can be in the same area as the access drive to the garage. All driveways shall be constructed of concrete and be a minimum of one foot wider on each side of the garage door.
- J. No overnight parking is allowed on the public streets in this development.

- K. No parking is allowed on the private lanes in this development.
- L. Each owner of a division in this development shall obtain a large trash container. Each container shall be placed at the curb along the Public Street for trash pick up. Containers must be stored in the garage or out of view from the street.
- M. All homes shall be on a permanent foundation. Slabs, crawl spaces or basements shall be allowed.
- N. There shall be no above ground pools allowed. If in ground pools are installed each pool shall be installed with a six-foot high fence and shall be installed in accordance with the rules of the appropriate government agencies.
- O. Each division will have a matching mailbox provided by the Builder and approved by the Developer or the Architectural Control Committee.

23. LANDSCAPING AND DECORATION

To maintain fair and adequate property values in the development; improve the aesthetic beauty of the development; and keep the development desirable, uniform, and suitable for the use and enjoyment of each owner, lessee, or tenant, the following restrictions apply:

- A. The owner shall cause one hundred percent of the unimproved surface area of the property to be suitably planted with grass, flowers, shrubs, trees, etc., including ground cover and mulch.
- B. All land within ten feet of the back line of the concrete curb shall be used for sidewalks, driveways, grass lawn, flower beds or tree lawn.
- C. No fence or other barrier shall be erected within three feet of the boundary unless such fence or barrier is erected on the boundary and each owner has the right to enter the adjoining lands as is reasonable and necessary to erect and maintain such fences or barriers.

24. PROHIBITION AGAINST CERTAIN ACTIVITIES

To maintain fair and adequate property values in the development, protect the health, safety, and welfare of the owners, and provide for the general well-being of the community as a whole, the following conditions are imposed on the divisions within the development:

- A. No manufacturing business, or commercial enterprise for profit shall be maintained within the development other than for the sale of the divisions within the development.
- B. The division may be used for home or professional business if allowed by local ordinances and as long as traffic and parking are not problems, and they are also used for residential purposes. If used for business purposes, the use shall be limited to home

offices or a licensed profession. If any employees are needed for any purpose for any business, and any employees need to come to the division in this development, then that business shall not be conducted on any division in the development. In addition to complying with this requirement, the City of Kokomo Planning Commission and/or Zoning Board, as applicable, shall issue a permit before the use described herein is conducted, provided such permit is required by the Kokomo City Zoning Ordinance.

- C. There shall not be allowed any privately sponsored fair, exhibition, festival, show, or other activity that attracts or is intended to attract, divert, or collect a large number of people provided, however, that those exhibitions or sales commonly known as Tupperware® parties, other like parties, garage sales, and other attractions that would attract less than 25 people at one time for less than one day per year per residence are allowed.
- D. No domestic animals shall be kept or maintained outside of a main structure for an aggregate of more than six hours per day.
- E. No wild animals shall be kept or maintained on any Lot or any structure in this Development.
- F. No owner, lessee, tenant, guest, or other person shall use the property for any purpose that would result in the pollution of any waterway or storm water runoff that flows through, over, or adjacent to such property by refuse, sewage, petroleum products, or other material that might tend to pollute the waters of any such runoff, stream, or streams or otherwise impair the ecological balance of the surrounding lands.
- G. No owner, lessee, tenant, guest, or other person shall change the existing grade by excavating for stone, gravel, or earth or raise the grade by depositing stone, gravel, or earth except for purposes of improving the property, provided such changes are temporary and the existing grade is restored within ten days after the original removal or covering.
- H. Allowing such uses is not intended to supersede the Kokomo City Ordinances. Those ordinances remain in full force and effect and the uses allowed herein shall only be allowed so long as the Kokomo City Ordinances allow said uses or do not disallow them.

25. MODIFICATIONS OR AMENDMENTS TO RESTRICTIONS

To ensure that the future of the development will not stagnate, and changes will occur according to the wishes of the owners of the community, the following exceptions to the restrictions shall apply:

- A. All and each of any one of the covenants or restrictions may be terminated, waived, modified, or made otherwise unenforceable in whole or part by:

1. Written permission of the Developer as long as it owns twenty percent of the lots in Section One; or ten percent of the lots in the development, provided more than one Section has been platted;

2. Approval of owners of at least sixty percent of the lots within the development;

B. Additional restrictions can be enacted upon:

1. Approval of the owners of seventy percent of the divisions within the development;

2. Written authorization of the Developer as long as it owns twenty percent of the lots in Section One; or ten percent of the lots in the development, provided more than one Section has been platted.

C. Any action taken by the owners of lots in Prairie Farms as allowed in paragraph B. 1 above shall be reviewed by the Kokomo City Building Commissioner for conformance with the Kokomo City Zoning Ordinance and/or the approval of Prairie Farms Planned Unit Development as approved by the City Plan Commission. The Building Commissioner may refer the action to the Plan Commission for a determination. If it is determined that the proposed amendments or changes comply, the Building Commissioner shall so inform the developer, the association, or its representative. If it is determined that the proposed amendments or changes do not comply, the Building Commissioner shall so inform the developer, the association, or its representative. The developer or the association may then petition the Plan Commission or Board of Zoning Appeals, as appropriate, to allow the proposed amendments or changes as a variance from the zoning ordinance.

D. No restriction shall be construed to prevent an owner from maintaining a professional business under the supervision of a professional that is licensed by the state and whose minimum licensing requirement normally mandates additional specialized education beyond high school of four or more years (law, medicine, dentistry, engineering, etc.) and presents an appearance which is not otherwise incompatible with the general character of the development, provided the business is allowed by the City zoning ordinance.

E. These restrictions do not apply to all or any part of the development that the Developer has not sold or conveyed; and nothing contained in this document shall limit the right of the Developer to use the portions of the property not sold for purposes as the Developer, heirs, executors, administrators, or assigns see fit provided, however, that the restrictions shall apply to any division that is used by the developer as a permanent residence of a character that conforms with the development.

26. RECORDING OF MODIFICATION

Any modification, change, addition, revocation, or suspension shall be in writing and recorded in the Howard County Recorder's Office, cross indexed to the book and page where these

covenants are recorded and specify in what manner the amendment or addition was approved and under what authority it is allowed.

27. VIOLATION BY CONVEYANCE

Any deed, lease, conveyance, or contract made in violation of these covenants shall be voidable and may be set aside on petition to a court by one or more of the Developer or owners affected.

28. OTHER VIOLATION

- A. The Developer, the Board of Directors of the Homeowners Association and each owner shall have the authority to enforce these Covenants and Restrictions.

29. COST OF LITIGATION

When any legal action is brought that results in a covenant or restriction enforced, or damages assessed, by decree of a court of competent jurisdiction, all costs and all expenses of the proceedings including attorney's fees shall be assessed against the offending party or parties, and shall be declared by the court to constitute a lien against the real estate of the defendant until paid, and such lien may be enforced in such manner as the court may order.

30. ARCHITECTURAL CONTROL COMMITTEE

There is hereby created an Architectural Control Committee composed of Steven R. Schreckengast and Jason Schreckengast. A majority of the committee may designate a representative act for it. In the event of a death or resignation of any member of the committee, the remaining member(s) shall have full authority to designate a successor or to reduce the number of members on the committee. Neither the members nor the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. In the event the Architectural Control Committee is dissolved, its duties and powers shall be assumed by the Board of Directors of the Homeowners Association. The Board of Directors of the Homeowners Association has the power to remove or replace members, or to appoint additional members to the Committee.

31. HOMEOWNERS ASSOCIATION

There is hereby established a Homeowners Association under the name of Prairie Farms HOA Inc. Initially the developer shall establish by-laws for the Prairie Farms HOA Inc. and shall be responsible for all activities of the Homeowners Association. Developer may at any time, and shall after ninety percent (90%) of the lots have been sold, turn over control of the Homeowners Association to the owners. The electric bill and maintenance of the entrance sign, playground area, and any common area shall be the responsibility of the Homeowners Association and each member of the Homeowners Association shall be responsible for his/her respective share of this utility bill based upon the bylaws of the Homeowners Association and its Board of Directors.

32. ASSESSMENTS

- A. **Prairie Farms Homeowners Association:** Prairie Farms shall consist of Prairie Farms Section One and Section Two. Each lot or division in Prairie Farms shall be assessed one equal share of the expenses or projected expenses as determined by the Homeowners Association. The developer shall initially act as the Homeowners Association and establish the initial assessment. The initial assessment shall be \$50.00 annually with the first assessment being due by September 1, 2023. Thereafter this assessment is due by January 15th each year beginning January 15, 2024. Developer owned lots and Tracts A retention ponds are not subject to assessment.
- B. **Prairie Farms Homeowners Association Shall be Responsible for:** The expense of:
1. Mowing and other maintenance, including mowing and tree trimming of the Goyer Road right of way.
 2. Maintenance of Tracts A, B & C, subdivision sign maintenance, retention ponds and Drainage Easements
- C. The Developer, the Homeowners Association, and each lot owner shall have the authority to enforce these Covenants and Restrictions. If any action is successfully brought by the Developer or the Homeowners Association for the enforcement of these Covenants and Restrictions or to collect unpaid assessments, they shall be entitled to attorney's fees and other costs of litigation.

33. BUILDERS

- A. All builders must be approved by the Architectural Control Committee. No building permit shall be obtained or building, outbuilding or fence shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee. All buildings shall be in harmony of external design with the existing structures and as to location with respect to topography and finish grade elevation. No fence or wall should be erected, placed, or altered on any lot unless approved by the Architectural Control Committee. Each owner shall submit a drainage plan for his lot to the Architectural Control Committee for approval and shall cause the approved plan to be installed after the approval of the appropriate governmental agency. The Architectural Control Committee shall have the power and authority to act and enforce minimum standards for such items as foundation perimeter drains, storm drains, subsurface drains, and erosion control measures.
- B. All builders shall be approved or disapproved by the Architectural Control Committee, within thirty (30) days after their names and references are placed before the committee. Construction plans and specifications, and plans showing the location of the proposed structure, or any variance from the covenants herein contained, shall be approved, or disapproved by the Architectural Control Committee, within thirty (30) days after they

are submitted to such committee. Failure of the committee to disapprove in writing within such time shall constitute an approval.

Executed in Howard County, Indiana on the 2nd day of October 2023.

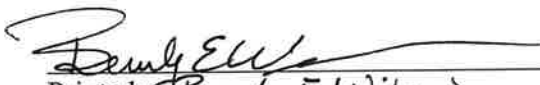
CITATION PARTNERS, L.L.C.

BY: 
Steven R. Schreckengast, Member

STATE OF INDIANA)
) SS: **ACKNOWLEDGMENT**
COUNTY OF HOWARD)

Before me, the undersigned, a Notary Public in and for said County and State this 2nd day of October, 2023, appeared **Steven R. Schreckengast, Member of CITATION PARTNERS, L.L.C.**, and acknowledged the execution of the foregoing instrument and being first duly sworn stated that all facts set forth therein are true.

Witness my hand and official seal.


Printed: Beverly E. Wilson
Resident of Tippecanoe County, Indiana
My Commission Expires: 12-11-2029
Commission No. _____
NOTARY PUBLIC



This instrument prepared by J. Conrad Maugans, Attorney at Law. (23-254)

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. J. Conrad Maugans