

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF WELLFIELD SUBDIVISION

This Amended and Restated Declaration of Covenants and Restrictions of Wellfield Subdivision ("Declaration") is made and established by **JBK Investments, LLC**, an Indiana limited liability company ("Developer") as of the date indicated below upon which Developer executes this Declaration.

WITNESSETH:

WHEREAS, the following facts are true:

A. Developer made, established, executed and recorded that certain Declaration of Covenants and Restrictions of Wellfield Subdivision dated February 21, 2023 and recorded on February 27, 2023 at Instrument Number 2023-03027 in the office of the Elkhart County Recorder ("Original Declaration").

B. Developer desires to amend and restate in its entirety the Original Declaration by making, establishing, executing and recording this Declaration.

C. Developer owns fee simple title to certain real estate located in the City of Nappanee, Elkhart County, Indiana and described on the attached Exhibit A (collectively, "Developer Property").

D. As part of such development, Developer has included certain real estate contained within the Developer Property and described on the attached Exhibit B (collectively, "Phase 1 Property") in that certain plat of Wellfield Subdivision recorded in Plat Volume 42, Page 80, in the office of the Elkhart County Recorder ("Phase 1 Plat").

E. Developer intends to develop the Wellfield Subdivision, a residential subdivision, on and about the Phase 1 Property and potentially, in the future, on or about certain portions of the remainder of Developer Property.

F. Developer by execution of this Declaration intends and assures that the Developer Property, including, but not limited to, the Phase I Property, the Common Area (as defined below) and any and all Lots (as defined below) shall be subject to and shall be conveyed subject to the this Declaration, which shall run with the land and be binding upon any and all Persons having any right, title or interest in the Developer Property or any part thereof, including, but not limited to, the Phase 1 Property, any Lot, and any such Person's heirs, legal representative, successors and assigns and shall inure to the benefit of each Owner (as defined below), Developer and the Association (as defined below).

G. Developer by execution of this Declaration reserves the right to (i) add other real estate owned by Developer to this Declaration and make such portions of the Developer Property and other such real estate subject to this Declaration and (ii) remove from this Declaration portions of the Developer Property.

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

1. Definitions. Certain terms in this Declaration may be defined in other Sections of this Declaration. Additionally, the following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

a. "ACC" means the Wellfield Architectural Control Committee created in Section 7.1 of this Declaration.

b. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of the Association as initially adopted and established by Developer and as may be from time to time amended. Upon adoption and establishment of the Articles by Developer, the Articles and any amendments to the Articles shall be incorporated into this Declaration by reference.

c. "Association" means the homeowners' association to be formed and established by Developer on or before the Turnover Date (as defined below) as a non-profit corporation pursuant to the terms of this Declaration and such homeowners' association's successors and assigns.

d. "Assessments" shall mean the Regular Assessments and the Special Assessments, as each are defined in Section 6.3, the Articles or the Bylaws (as defined below), which shall include the Common Expenses.

e. "Board" means the Board serving as the governing body of the Association initially appointed by Developer and, after the Turnover Date, elected by the Members in accordance with the Articles, the Bylaws and/or this Declaration. "Boards" shall mean more than one Board.

f. "Bylaws" shall mean the Bylaws of the Association as initially adopted and established by Developer and as may be from time to time amended. Upon adoption and establishment of the Bylaws by Developer, the Bylaws and any amendments to the Bylaws shall be incorporated into this Declaration by reference.

g. "Common Area" means that portion of the Property (as defined below) (i) designated on the Phase 1 Plat and any other Plat (as defined below) as common areas, easements, easement areas, buffer areas, drainage areas, detention or retention areas, drainage facilities or systems, mounds, entrances and similar such designations regardless of ownership and (ii) any other real estate or property acquired by or owned by the Association.

h. "Common Expense", whether incurred by or to be incurred by Developer, before the Turnover Date, or the Association, after the Turnover Date, includes but is not limited to costs, expenses and fees for administration of the Association and all other costs, expenses and fees of rendering all services and performing the Association's obligations pursuant to this Declaration, the Articles, the Bylaws, the Phase 1 Plat or any other Plat; for the upkeep, maintenance, replacement, repair, improvements, taxes of and for the Common Areas and the Shared Drainage System, and for all other regular and ongoing costs, expenses and fees and unexpected costs, expenses and fees pertaining to the Common Areas and/or the Association and its activities, services and obligations. "Common Expenses" shall include more than one Common Expense.

i. "Declaration" means this Declaration of Covenants and Restrictions of Wellfield Subdivision. Any reference to the Declaration shall also include all the terms, conditions, covenants, restrictions and provisions contained in this Declaration.

j. "Dwelling" or "Dwelling Unit" means the structure used as a residential living unit located upon or within a Lot, the garage, all other improvements or structures located upon or within such Lot and any equipment attached to any such residential living unit, improvement or structure, including, but not limited to, any exterior solar panel and related equipment, driveway, sidewalk, porch, patio, court, in-ground pool and landscaping. Any reference to a Dwelling or Dwelling Unit shall include all or any part of such Dwelling or Dwelling Unit. Each side of any villa shall be a separate Dwelling Unit.

k. "Estate Lot" means any Lot designated on any Plat as an estate, estate lot or similar designation and shall include Lots 11, 12, 22, 23, 24 and 25 in the Phase 1 Plat. "Estate Lots" mean more than one Estate Lot.

l. "Institutional Lender" shall mean and refer to any bank, mortgage banker, insurance company, savings and loan association or other financial institution or pension fund, which is the record owner of a mortgage loan which encumbers any Lot.

m. "Lot" means any plot of ground designated as a platted lot upon any Plat or any part thereof. "Lots" mean more than one Lot.

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

o. "Mortgagee" means the holder of a mortgage lien, deed of trust or other lien securing debt on a Lot.

p. "Owner" means a Person, who owns fee simple title in a Lot. "Owners" mean more than one Owner.

q. "Person" means an individual, firm, corporation, partnership, limited liability company, association, trust, other legal entity or any combination thereof. "Persons" mean more than one Person.

r. "Plat" or "Plats", individually as to each of the following plats or collectively, means and includes the Phase 1 Plat, any amendment to or re-plat of the Phase 1 Plat, and any additional or supplemental plats platting any Property (as defined below) subject to this Declaration.

s. "Property" means any real estate and Dwelling Units and any other improvements or property located thereon that are or become subject to this Declaration, including, but not limited to, the Developer Property and the Phase 1 Property.

t. "Standard Lot" means a Lot that is not an Estate Lot or a Villa Lot. "Standard Lots" mean more than one Standard Lot.

u. "Stormwater Management" means all duties, obligations, standards, regulations, requirements, rules, ordinances and other applicable laws, now existing or hereafter adopted or established, to the which any part of the Property is subject, or may from time to time

hereafter be subject, established by the City of Nappanee, Elkhart County, the State of Indiana, the United States government or any other governmental unit or regulatory body or agency dealing with stormwater management or maintenance or erosion control.

v. "Turnover Date" means the earliest of (i) the date Developer no longer owns any part of the Property or (ii) the date Developer files any notice of turnover of control of the Property, or any part of the Property as referenced in any notice, to the Association by recording such notice with the Elkhart County Recorder.

w. "Villa Committee" means the committee appointed by the Board in Section 6.10.4 of this Declaration to manage the Villa Expenses and Villa Maintenance.

x. "Villa Expenses" whether incurred by or to be incurred by Developer, before the Turnover Date, or the Association, after the Turnover Date, are all the costs, expenses and fees for or in connection with all the Villa Maintenance provided, performed or caused to be provided or performed by Developer or the Association, including, but not limited to, all regular and ongoing costs, expenses and fees and unexpected costs, expenses and fees pertaining to the Villa Maintenance. "Villa Expense" shall mean one of the Villa Expenses.

y. "Villa Maintenance" means the services and maintenance described in Section 6.10 of this Declaration.

z. "Villa Lot" means any Lot designated on any Plat as a villa, villa lot or similar or numbered the same as another Lot but with additional letter designations and shall include Lots 3A, 3B, 4A, 4B, 5A, 5B 6A, 6B, 7A, 7B, 80A, 80B, 81A, 81B, 82A, 82B, 83A, 83B, 84A and 84B in the Phase 1 Plat and Lots 1, 2 and 85 regardless of the lack of an additional letter designation on the Phase 1 Plat. "Villa Lots" mean more than one Villa Lot.

aa. "Villa Owner" means a Person, who owns fee simple title in a Villa Lot. "Villa Owners" mean more than one Villa Owner.

bb. "Wellfield Subdivision" means and is the name by which the Property, which is the subject of this Declaration, shall be known. Any reference to Wellfield Subdivision shall include the Property.

2. Declaration and Easements.

2.1. Declaration. Developer hereby expressly declares that the Developer Property, including, but not limited to, the Phase 1 Property and all Lots shown on the Phase 1 Plat, is subject to all the provisions of this Declaration and shall be owned, held, conveyed and transferred subject to and in accordance with the provisions of this Declaration.

2.2. Acceptance. Each subsequent Owner, Mortgagee, contract purchaser, tenant and occupant of any part of any Lot or the Property or any Person claiming through any one of the foregoing by the acceptance of a deed, the acceptance of or filing of a mortgage, the execution of a contract, the execution of a lease or the occupancy of any part of the Property (i) accepts such deed, accepts such mortgage, executes such contract, executes such lease and assumes occupancy subject to this Declaration, the Articles, the Bylaws, the Phase 1 Plat, any other Plat, as each may be amended from time to time, and the provisions of this Declaration, the Articles, the Bylaws, the Phase 1 Plat and any other Plat, (ii) acknowledges the rights and powers

of Developer and the Association as provided by this Declaration, the Articles and the Bylaws, and agrees and consents for himself, herself or itself, its heirs, legal representatives, successors and assigns to observe and comply with the provisions of this Declaration, the Articles and the Bylaws, (iii) acknowledges the Assessments contemplated by this Declaration and assessed by Developer and the Association and (iv) without limiting any other provision of this Declaration, agrees and consents for himself, herself or itself, its heirs, legal representatives, successors and assigns to be bound by the Assessments, collection, enforcement and remedy provisions of this Declaration and (v) acknowledges the rights and powers granted and referenced in the Phase 1 Plat and any other Plat of Developer, the Association, the City of Nappanee, and other governmental authorities and utilities referenced in the Phase 1 Plat and any other Plat, including, but not limited to, the rights to repair all drainage facilities and systems in the Phase 1 Plat, other Plats and the Property and agrees and consents for himself, herself or itself, its heirs, legal representatives, successors and assigns to observe and comply with the provisions the Phase 1 Plat and any other Plat.

2.3. Common Areas. The Property and all Lots shall be subject to all Common Areas, including, but not limited to, all easements, whether for drainage, utilities, access or otherwise and any easements for the Shared Drainage Systems (as defined below), as referenced or depicted in any Plat. No permanent improvement, structure or equipment shall be placed in, on or over any such easements. To the extent that any improvement, structure or equipment is located in, on or over an easement area, any damage done to the foregoing in connection with the use, repair or maintenance of the easement area shall be at the sole cost of the Owner of the foregoing. The Property shall be subject to an easement in favor of Developer and the Association for the maintenance of the Common Area, including, but not limited to, any easements referenced in the Plat.

2.4. Shared Drainage. The Phase 1 Plat and the Lots in the Phase 1 shall be developed and constructed with a shared drainage system for the benefit of all the Lots by which each Dwelling will connect to the drainage improvements of a shared drainage system which will at certain points in the Property connect to the City of Nappanee stormwater system (collectively, "Shared Drainage System"). Each Owner is responsible for the repair, maintenance, improvement and replacement of the lateral line from such Owner's Dwelling to the point of connection with the Shared Drainage System ("Owner's Lateral Line"). Each Owner shall keep such Owner's Lateral Line in good working order and shall be responsible for all costs and expenses for the repair, maintenance and replacement of such Owner's Lateral Line. The Shared Drainage System is generally located within the drainage easements noted on the Phase I Plat. Future Plats will include extensions of the Shared Drainage System and will connect to the current portion of the Shared Drainage System. Except for each Owner's Lateral Line, the Shared Drainage System shall be maintained, repaired, improved and replaced by Developer and, after the Turnover Date, the Association. To the extent that any portion of the Shared Drainage System for which Developer or the Association is responsible for maintenance, repair and replacement is located on or about a Lot but outside of any designated easement area on the Plat, Developer and the Association shall have an easement on, over, along and under any portion of any Lot in which such portion of the Shared Drainage System is located and any area reasonably necessary to adequately maintain, repair, improve and replace such portion of the Shared Drainage System. Without limiting any provision in this Declaration or in the Plat, Developer and the Association shall have an easement within any designated drainage easement area on the Plat and any reasonably necessary real estate contiguous to any designated easement area on the Plat to adequately maintain, repair, improve and replace any portion of the Shared Drainage System. The Shared Drainage System is for the benefit of all Lots. The costs and expenses of the maintenance, repair, improvement and replacement of the Shared Drainage System shall be part

of and included in the annual budget and the Regular Assessments and, if necessary, any Special Assessment. For the avoidance of doubt, any such costs and expenses related to the Shared Drainage System shall be assessed to all the Lots, not just any specific Lots benefiting from any such maintenance, repair, improvement or replacement.

3. Description of the Property. The initial real estate contained in the Property that is subject to and impressed with these covenants, agreements, easements, restrictions, limitations and charges contained in this Declaration is the Developer Property which is described on the attached Exhibit A, which includes the Phase 1 Property described on the attached Exhibit B. The description of the Developer Property on Exhibit A may be amended from time to time pursuant to the right of amendment set forth in Section 30. Additional real estate may be added to or made subject to this Declaration pursuant to the right of amendment set forth in Section 30. Any portion of the Developer Property may be deleted and removed from this Declaration pursuant to the right of amendment set forth in Section 30.

4. Association.

4.1. Form and Function. On or before the Turnover Date, Developer shall have incorporated and formed the Association for the purposes of providing maintenance, repair, replacement, improvement, management, administration and operation the Common Areas and the Property, paying taxes or other expenses, fulfilling obligations with respect to the Stormwater Management associated with the Property or the Common Areas, assessing and collecting Assessments and to perform such other functions as may be necessary in connection with the Common Area and Property and as otherwise provided in this Declaration, the Articles or the Bylaws. Developer may incorporate the Association at any time prior to the Turnover Date, provided that Developer shall not be required to incorporate the Association at any time prior to the Turnover Date earlier than is necessary for the Association to be incorporated and ready for the Owners to take control of the Association on or about the Turnover Date. No provision in this Declaration shall prohibit Developer from incorporating the Association and turning over control of the Association to the Owners earlier than the time indicated in the preceding sentence. The business and affairs of the Association shall be governed and managed by the Board. The Board shall be appointed and serve pursuant to the provisions of this Declaration, the Articles and the Bylaws.

4.2. Membership. As of the Turnover Date but not until the Turnover Date, each Owner shall become a Member of the Association. Each subsequent Owner shall become a Member of the Association when a deed to a Lot is delivered to an Owner and recorded in the records of the Elkhart County Recorder conveying fee simple title to a Lot to an Owner. Upon the recording of such a deed to a Lot, membership in the Association shall for all purposes be deemed to have passed to the grantee in such deed from the grantor in such deed without any requirement of endorsement or assignment of any certificate of membership in the Association. The Association shall have one (1) class of Members who shall be all Owners of Lots, including Developer to the extent Developer owns fee simple title to any Lot. Although each Owner of any Lot shall be a Member, each Lot represented shall have only one (1) vote. No Person other than an Owner may be a Member. Membership in the Association shall be subject to the provisions of this Declaration, the Articles and the Bylaws. Notwithstanding any provision to the contrary in this Declaration, the Articles or the Bylaws, prior to the Turnover Date, no Member other than Developer shall have any right to vote on any matter pertaining to the Association until the Turnover Date.

4.3. Initial Board, Turnover Date and Subsequent Boards. The initial Board may be appointed by Developer and either designated in the Articles or thereafter appointed by Developer. Notwithstanding any provisions in this Declaration, the Articles or the Bylaws, such initial Board shall be the Board until the Turnover Date. Prior to the Turnover Date, Developer shall have the sole right, power and authority to appoint additional members of the Board if Developer removes any member of the Board or any member of the Board resigns or is no longer able to actively serve as a member of the Board. So long as Developer owns any Lot, the members of the Board do not have to be Members. From and after the Turnover Date, all members of the Board shall be Members. If an Owner consists of more than one (1) Person or is a Person other than an individual, then one of the individuals constituting multiple Owners or an officer, partner, member, manager or trustee of an Owner may represent such Owners or Owner as a member of the Board. After the Turnover Date, subsequent Boards shall be elected by the Members according to the provisions of this Declaration, the Articles and the Bylaws, and the members of subsequent Boards shall serve on the Board according to the terms of the provisions of this Declaration, the Articles and the Bylaws. After the Turnover Date, the Members shall elect the Board and shall continue to do so annually in accordance with and as prescribed by the provisions of this Declaration, the Articles and the Bylaws. After the Turnover Date, the Members shall be entitled to vote for the election of the Board in accordance with the provisions of this Declaration, the Articles and the Bylaws. The Board shall consist of at least three (3) directors or at least the minimum number of directors as required by applicable law.

4.4. Removal of Members of Board. Any member of the Board, except those members serving until the Turnover Date, may be removed with or without cause by a vote of the majority of the Members eligible to vote at a special meeting of the Members duly called and constituted for such purpose with a quorum present. In such case, the successor of a removed member of the Board shall be elected at the same meeting from eligible members nominated at such meeting. Any member of the Board elected at such special meeting shall serve on the Board pursuant to the provisions of this Declaration, the Articles and the Bylaws.

4.5. Authority of the Board. The Board shall be the governing body of the Association representing all the Members and providing for the maintenance, repair, replacement, improvement, management, administration and operation of the Common Areas and the Property, paying taxes or other expenses, fulfilling obligations with respect to the Stormwater Management associated with the Property or the Common Areas, assessing and collecting Assessments, to perform such other functions as may be necessary in connection with the Common Area and Property and as otherwise provided in this Declaration, the Articles or the Bylaws and performing such other functions as may be provided in this Declaration, the Articles or the Bylaws.

4.6. Powers and Duties of the Board. The Board shall have such powers and duties as are reasonable and necessary to perform its functions as the governing body of the Association. In addition to the other powers and duties provided by this Declaration, such powers and duties include, but are not limited to, the following:

4.6.1. The Board shall appoint officers of the Association which shall consist of at least a President, Treasurer and Secretary and may include additional officers, including, but not limited to, on or more Vice Presidents.

4.6.2. The Board may provide for the management, administration, operation, maintenance, repair, replacement and improvement of the Common Areas and any

other property owned by the Association, as and to the extent not otherwise provided in this Declaration;

4.6.3. The Board shall prepare, adopt and distribute the annual budget for the Association and provide the manner of assessing and collecting from the Owners the Assessments pursuant to the provisions of this Declaration, the Articles and the Bylaws;

4.6.4. The Board shall have the power to engage contract services to make purchases for the maintenance, repair, replacement, improvement, administration, management and operation of the Common Areas and to delegate any such powers;

4.6.5. The Board shall have the power to own, convey, encumber, lease or otherwise deal with the Common Areas conveyed to or acquired by the Corporation.

4.6.6. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer or by the President;

4.6.7. The Board for the benefit of all the Owners shall have the power to acquire and pay for, the following:

(i) Landscaping, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of any Wellfield Subdivision signs, walls, entrance decorations or Common Area beautification, as the Board shall determine are necessary and proper, including without limitation, entrance area maintenance, pond maintenance, mounds, and other Common Areas from time to time;

(ii) Any other materials, supplies, equipment, labor, services, maintenance, repairs or beautification which the Board deems necessary or proper for the maintenance and operation of the Wellfield Subdivision as a first-class subdivision or for the enforcement of this Declaration, the Articles or the Bylaws; and

(iii) Maintenance and repair of any Dwelling Unit if such maintenance or repair is necessary, lawn care and refuse collection related to any Dwelling Unit, in the discretion of the Board, to protect the aesthetic appeal of the Wellfield Subdivision, and if an Owner has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Board to said Owner, provided that the Board shall levy a Special Assessment against such Owner for the cost of said maintenance or repair or lawn care or refuse collection;

4.6.8. The Board shall have the authority to purchase insurance in such coverage, with such limits of liability, and with such deductibles as it deems appropriate;

4.6.9. The Board may adopt rules and regulations to further administer the provisions, covenants and restrictions set forth in this Declaration, the Articles and the Bylaws; and

4.6.10. To comply with the provisions of Indiana Code 32-25.5-1 to include fulfilling standards with regard to maintenance of a roster of Members and Members addresses

under Indiana Code 32-25.5-3-1, conducting special meetings by the voting and notice standards contemplated by Indiana Code 32-25.5-3-2, preparing an annual budget and records pertaining thereto, and providing for the copying of the same, consistent with Indiana Code 32-25.5-3-3, establishing search fees contemplated by Indiana Code 32-25.5-3-3, and otherwise complying with the provisions of Indiana Code 32-25.5-3-4 regarding certain contracts, meetings and votes, Indiana Code 32-25.5-3-5 with regard to borrowing money and approval of Members associated therewith, Indiana Code 32-25.5-3-7 regarding Member voting rights and suspension of the same, Indiana Code 32-25.5-3-9 regarding amending governing document and required consent, and Indiana Code 32-25.5-3-10 regarding member meeting proxies, requirements and retention, and developing or undertaking Grievance Resolution consistent with Indiana Code 32-25.5-5-1 with the exception of Exempt Claims" as defined therein, which shall not be subject Grievance Resolution otherwise contemplated by such statutes.

4.7. Restrictions of Board Action. The Board is subject to the prohibitions and limitations on its actions, powers and authorities as set forth in this Declaration, the Articles, the Bylaws and applicable Indiana law.

4.8. Liability of the Board. The Board, any member of the Board and any officer of the Association shall not be liable to any Owner or the Owners for any mistake of judgment or for any other acts, failure to act or omissions of any nature whatsoever of the Board, such members of the Board or such officers, except for any acts or omissions found by a court of competent jurisdiction to constitute willful misconduct or fraud.

4.9. Acceptance of Ownership. In addition to Common Areas, the Association may own or accept ownership of common pathways, signs, entryways, drainage retention areas, easements, trails, lakes, ponds, recreational facilities, lawn irrigation equipment and installations, wells, electric circuit boxes with meter base, and water systems, and other property in or near by the Property from Developer or from any other Person to be owned and used for the benefit of the Property, Lots and Owners.

4.10. Multiple Turnover Dates. Developer has the right to divide the Property into multiple Associations by either amending this Declaration to provide multiple homeowners' associations applicable to the Property or removing portions of the Property from this Declaration. Developer also has the right to turnover portions of the Property to the Association through more than one (1) Turnover Date.

5. Real Estate Taxes and Utilities. Real estate taxes are separately assessed and taxed to each Lot and/or to the Common Areas. Any real estate taxes or other assessments or utilities which are chargeable against the Common Areas shall be a Common Expense and shall be paid by Developer before the Turnover Date and the Association after the Turnover Date. Each Owner shall pay for such Owner's own real estate taxes and utilities.

6. Common Area Maintenance, Budget, Assessments and Villa Maintenance.

6.1. Association Responsibilities After the Turnover Date. After the Turnover Date, the Association shall be responsible for the administration, operation, maintenance, repair, improvement and replacement of the Common Areas and the improvements thereon and related ponds as depicted on the Plat. Additionally, after the Turnover Date, the Association may, from time to time, as its Board may determine, undertake such other and additional responsibilities, programs, activities, and expenditures, in furtherance of the common good, development, and

preservation of Wellfield Subdivision, consistent with this Declaration, the Articles and the Bylaws. After the Turnover Date, the Association shall be responsible for such additional general maintenance activities in the Property as the Board shall approve from time to time, and shall generally supervise the appearance of the Property, Lots and Dwelling Units in accordance with and with authority to enforce this Declaration as stated in this Declaration or as permitted by the Articles and the Bylaws. The expenses of all such foregoing activities and responsibilities of the Association shall be expenses of the Association and shall be Common Expenses.

6.2. Budget. After the Turnover Date and in accordance with this Declaration and the Bylaws, the Board shall propose the annual budget of the Association. Pursuant to the provisions of this Declaration and the Bylaws, the Board shall cause to be prepared and shall furnish to each Member a proposed annual budget for the ensuing fiscal year estimating the total amount of the Common Expenses for the ensuing year and the amount of "Regular Assessment" per Lot contemplated to be paid by each Owner for that year. Prior to the Turnover Date, Developer, in its sole discretion and without approval or voting by the Owners, may determine any annual budget for the Common Areas and Property included in any Plat.

6.3. Assessments. Two (2) types of assessments may be imposed against Lots in the Property. "Regular Assessments" to deal with the ongoing Common Expenses of the Association, as contemplated by the annual budgetary process, and "Special Assessments" to cover expanding Common Expenses or other expenses of the Association of an unusual, extraordinary or unexpected nature not otherwise anticipated or not otherwise included in the annual budget, as such shall be deemed necessary by Developer, before the Turnover Date, to be incurred by Developer, and the Board, after the Turnover Date, to be incurred by the Association. Prior to the Turnover Date, Developer shall have the full right, power and authority to make Regular Assessments and Special Assessments for the Property. After the Turnover Over date, the Board shall have the full right, power and authority to make Regular Assessments and Special Assessments. Notwithstanding any term to the contrary in this Declaration, the Articles or the Bylaws, Developer shall not pay any Regular Assessments or Special Assessments due to owning any Lot or any part of the Property.

6.4. Owner's Obligations to Pay Assessments. No Owner may become exempt from paying Regular Assessments or Special Assessments or from contributing towards the Common Expenses or otherwise fulfilling the annual budgetary obligations relative to such Owner's Lot or otherwise fail to pay any other expense lawfully imposed by this Declaration, the Bylaws or the Articles, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Owner's Lot. Each Owner shall be personally liable for the payment of all Assessments, whether a Regular Assessment or a Special Assessment, and by accepting delivery of a deed to a Lot acknowledges and agrees to this provision and other provisions of this Declaration. When the Owner constitutes more than one Person, liability for Regular Assessments and Special Assessments shall be joint and several. Regular Assessments or Special Assessments or any installments thereof which are not paid when due shall bear interest at a rate equal to the prime rate of interest published by the Wall Street Journal on the date such Assessment was due plus two percent (2%) or the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, whichever is lower. If any Owner fails, refuses or neglects to make any payment of any Regular Assessment or Special Assessment when due, Developer, prior to the Turnover Date, and the Board, after the Turnover Date, may in its discretion declare the entire balance of unpaid Regular Assessment or Special Assessments to be due and payable, with interest, and file a written Notice of Lien in compliance with Indiana Code 32-28-14-5 against the Owner's Lot in the office of the Elkhart County Recorder, which Notice of Lien shall perfect the lien of Developer or the Association, as the case

may be, and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorneys' fees, title expenses, interest and any costs of collection incurred or to be incurred by Developer or the Association, as the case may be. Any Member who is delinquent in paying any Regular Assessment or Special Assessment may not vote on any Association matter if any delinquency is more than six (6) months delinquent and during any delinquency period thereafter. Developer shall have all rights of the Association pursuant Indiana Code 32-28-14 et seq., and each Owner expressly acknowledges, agrees and consents that any Notice of Lien filed by Developer in accordance with Indiana Code 32-28-14 et seq. shall have same validity and effect as if filed by the Association.

6.5. Institutional Lenders. Notwithstanding anything contained in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot to an Institutional Lender pursuant to a foreclosure of its mortgage or conveyance in lieu thereof or a conveyance to any Person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Assessment as to any installments which became due prior to such sale, transfer or conveyance, provided, however, that the extinguishment of such lien does not relieve the prior Owner from personal liability therefore. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof from liability for any installments of Assessments thereafter becoming due and from any lien for non-payment of any such Assessments. Any unpaid Assessments, the lien of which has been divested as provided in this Section 6.5 and expenses related to such lien shall become and be deemed Common Expenses and shall be collectable as part of future Assessments due from each Owner. The Association shall, upon the request of an Institutional Lender or purchaser who has a contractual right to purchase a Lot, furnish a statement setting forth the amount of the unpaid Assessments against the Lot, which statement shall be binding upon the Association.

6.6. Preparation of Estimated Budget. After the Turnover date, for each year on or before November 1, the Board shall propose the total amount necessary to pay the Common Expenses, together with a reasonable amount considered by the Board to be necessary for reserve for contingencies or replacements for the coming fiscal year, and shall on or before November 1 notify each Owner, in writing, as to such proposed annual budget, with reasonable itemization thereof, including revenues and expenses for the budget year and the estimated surplus or deficit as of the end of the budget year, and containing each Owner's respective assessments and the amount of any increase or decrease in the Regular Assessment if the proposed annual budget is approved. The annual budget shall contemplate all known and expected "Regular Assessments" and known or contemplated "Special Assessments." It is acknowledged that both Regular Assessments and Special Assessments shall be uniform and equal per Lot. On or before April 1 of such year, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Association the total amount of the Regular Assessment for such year. Any Special Assessment shall be due and payable on April 1 of such year. Such proposed annual budget of the Association shall be voted upon by the Members at the annual meeting of the Members or such special meeting called for such purposes by the vote of the majority of the Members eligible to vote and in attendance at such meeting, at which such meeting the Members shall adopt an annual budget. If the number of Members in attendance at a meeting held for the purposes of approving the annual budget does not constitute a quorum as provided in the 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 Association annual budget. On or before March 1 of each fiscal year, the Board shall supply to all Owners an itemized accounting of the expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the

estimates provided and showing the net amount over or short of the actual expenditures plus reserves. Any net shortage may be billed by the Board and declared due and payable in such time frame as the Board shall designate, but in no event less than thirty (30) days from the supplying of such notice. Any net excess shall be applied as an adjustment to the assessments arising for the next succeeding fiscal year or years, subject, however, to the provisions of Section 6.7.

6.7. Reserve for Contingencies and Replacement - Supplemental Budget. After the Turnover Date, the Board shall build up and maintain a reasonable reserve for contingencies and replacements, which reserve shall be segregated and allocated for specific purposes. Extraordinary, unusual or unexpected expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such portion of the contingency and replacement reserve which remains unallocated. If the contingency and replacement reserve is inadequate for any reason, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Owner, and thereupon a separate Special Assessment shall be made to each Owner for such Owner's proportionate share of such supplemental budget. The approval of such supplemental budget by the Board may be made by a resolution or written consent of the Board without a meeting or approval by the Owners. All Owners shall be personally liable for and obligated to pay their respective adjusted annual amount.

6.8. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted cash estimate to any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the Regular or Special Assessments, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owners shall continue to pay the Regular Assessment at the then existing annual rate established for the previous fiscal year.

6.9. Developer Establishing Budget and Assessments Prior to the Turnover Date. Notwithstanding any provision to the contrary in this Declaration, the Articles or the Bylaws, prior to the Turnover Date, Developer shall (i) have the power, authority and responsibilities of the Association in this Section 6 and as otherwise provided in this Declaration, (ii) have the sole discretion to develop and determine any budget referenced in this Section 6 and assess any Regular Assessment or Special Assessment without the vote of the Owners, and if the Association is organized before the Turnover Date, without the vote of the Members, and (iii) shall have the right, power and authority to impose any Regular Assessments and Special Assessments against the Lots. The initial Regular Assessment shall be Two Hundred and 00/100 Dollars (\$200.00) until changed by Developer or by the Board after the Turnover Date. The initial Regular Assessment shall be due to Developer at the time title to the Owner's Lot is transferred from Developer to the Owner. All subsequent Regular Assessments shall be due annually on or before February 1. Developer may continue to impose such Regular Assessments and Special Assessments against each Lot without developing or determining a budget. Each Owner expressly acknowledges, agrees and consents to the right, power and authority of Developer pursuant to this Section 6.9.

6.10. Villa Maintenance.

6.10.1. Prior to the Turnover Date, Developer, and after the Turnover Date, the Association, shall be responsible to provide, perform or caused to be provided or performed the following services and maintenance activities for and on and about the Villa Lots

(collectively, "Villa Maintenance"): lawn mowing, lawn fertilization, lawn irrigation, maintaining, repairing or replacing the Villa Irrigation System (as defined below), lawn replacement, restoration and maintenance, maintenance and replacement of landscaping plants, shrubs, bushes, decorative trees and landscaping rock and borders, and snow removal beginning at two (2) inches of accumulation with such snow removal limited to snow removal from and on public sidewalks, driveways, sidewalks from the driveway to the front porch and one path from the sidewalk leading up to the front porch to the front door. For the purposes of Villa Maintenance, only the original landscaping plants, shrubs, bushes and decorative trees, landscaping rock and borders installed with the original construction of the Dwelling Unit shall be maintained or replaced as part of the Villa Maintenance. Any additional landscaping plants, shrubs, bushes and decorative trees, additional landscaping areas, including, additional rocks and borders in such additional areas, installed by a Villa Owner not included in the original landscaping shall not be included in the Villa Maintenance. For the avoidance of doubt and not as an exhaustive list of exclusions from the Villa Maintenance, Villa Maintenance shall not include any repair, replacement or maintenance to any Dwelling Unit or any public sidewalks, snow removal not otherwise specifically referenced in this Section 6.10.1, including, but not limited to, snow removal of less than two (2) inches of accumulation, snow removal on porches or sidewalks on the sides or rear of the Dwelling Units, the application of salt or ice melting products, and watering of any landscaping not otherwise provided by the Villa Irrigation System. The timing and repetition of the Villa Maintenance shall be agreed to by the contractor hired by Developer or the Association but shall be commercially reasonable and reasonably consistent with the timing and repetition of similar services and maintenance in similar subdivision located in Elkhart County.

6.10.2. Prior to the Turnover Date, Developer, and after the Turnover Date, the Association, shall contract with Persons to perform the Villa Maintenance. The Villa Expenses shall be determined in the same manner as the Regular Assessments and the Special Assessments as provided in this Section 6, including, but not limited to an annual budget for the Villa Expenses. The Villa Expenses may be assessed both as Regular Assessments and as Special Assessments but shall be paid monthly on or before a date determined by Developer or the Association. Developer or the Association may establish a monthly due date of the Villa Expenses and shall not be required to send a monthly invoice to any Villa Owner. The Villa Expenses shall be divided equally among the Villa Lots. Notwithstanding any term to the contrary in this Declaration, the Articles or the Bylaws, Developer shall not pay any Villa Expenses due to owning any Villa Lot.

6.10.3. Only the Villa Owners shall be responsible for the payment of the Villa Expenses. No other Owner shall be responsible for any part of the Villa Expenses. The budgeting and assessment of the Villa Expenses shall be separate from the annual budget of the Association and the Regular Assessments and Special Assessments assessed against the Lots. The assessment of the Villa Expenses shall be assessed against the Villa Owners and Villa Lots in the same manner as the Regular Assessments and Special Assessments are assessed against the Owners and the Lots. No Villa Owner may become exempt from paying the Villa Expenses. The Villa Expenses shall be in addition to the Regular Assessments and any Special Assessment. The obligation of each Villa Owner to pay the Villa Expenses shall be the same as the obligations of each Villa Owner to pay the Regular Assessments and any Special Assessment in this Declaration, including, but not limited to, the obligations in Section 6.4 of this Declaration. Developer and the Association shall have all the rights against each Villa Owner for the timely payment of the Villa Expenses, including, but not limited to, interest accruing on past due Villa Expenses, filing a lien, prohibiting voting as a member of the Association and any other rights in Section 6.4 of this Declaration.

6.10.4. Developer or the Board, in each of their sole discretion, may appoint a committee of Villa Owners ("Villa Committee") to manage the Villa Expenses and Villa Maintenance which shall consist of a number of Villa Owners as determined by Developer or the Board from time to time. If Developer or the Board appoints a Villa Committee, the Villa Committee and the members of the Villa Committee shall serve at the pleasure of Developer or the Board until such committee or any member is replaced or removed by Developer or the Board or such committee or any member resigns. Developer or the Board may revoke the appointment of the Villa Committee at any time. Replacement or removal of the Villa Committee or members shall be determined by Developer or the Board from time to time. In the event of any vacancy on the standing committee serving as the Villa Committee, Developer or the Board may appoint a replacement from time to time. The Villa Committee shall not have the authority to bind Developer or the Association to any contract or other obligation without the prior written approval of Developer or the Board.

6.10.5. One irrigation system and the related devices, utility lines, cables, control boxes, electrical boxes and conduits shall serve the Villa Lots (collectively, "Villa Irrigation System"). All maintenance, repair and replacement of all or any part of the Villa Irrigation System shall be part of the Villa Expenses. All utility expenses in connection with the Villa Irrigation System shall be included in the Villa Expenses. Developer, prior to the Turnover Date, and the Association, after the Turnover Date, shall own the Irrigation System. Developer hereby establishes and declares an easement over, on, about, through and under each Villa Lot for the purposes of the use, installation, maintenance, repair and replacement of the Irrigation System. Such easement shall be located on any part of a Villa Lot necessary to fulfill the purposes of such easement.

6.10.6. No part of a Villa Lot on or about which any Villa Maintenance is performed or provided shall be considered Common Area solely because of the Villa Maintenance is performed or provided on or about such part of the Villa Lot.

7. Architectural Control Committee.

7.1. Creating of ACC. To maintain harmonious design and appearance of the Property, Developer hereby creates the Wellfield Architectural Control Committee ("ACC"). Before the Turnover Date, the ACC shall be Developer or its designee. After the Turnover Date, the ACC shall be the Board, provided that the Board, in the Board's sole discretion, may appoint a standing committee to serve as the ACC which shall consist of three (3) or more Owners as determined by the Board from time to time. If the Board appoints a standing committee to serve as the ACC, the standing committee and the members of the standing committee serving as the ACC shall serve at the pleasure of the Board until such committee or any member is replaced or removed by the Board or such committee or any member resigns. Replacement or removal of ACC committee or members shall be determined by the Board from time to time. In the event of any vacancy on the standing committee serving as the ACC, the Board may appoint a replacement from time to time.

7.2. Composition of ACC. Before the Turnover Date, Developer or its designee shall make decisions and determinations of the ACC for any matter before the ACC and shall have all power and authority of the ACC as provided in this Declaration. After the Turnover Date, the Board shall make decisions and determinations of the ACC in accordance with the Board's standard operating procedures for any matter before the ACC. If the Board appoints a standing committee to serve as the ACC pursuant to Section 7.1, then each member of the standing committee shall be entitled to one (1) vote on all matters coming before the ACC. A majority vote

of the members of the standing committee serving as the ACC shall determine any matter before the ACC.

7.3. Authority of ACC. The ACC has all power and authority as granted by this Declaration, including, but not limited to, the authority to approve all plans and specifications for all Dwelling Units, to review and enforce the provisions of this Declaration and to undertake all reviews as provided in this Declaration. No excavation, installation or construction on any Lot at any time after the recording of this Declaration shall commence until the ACC has issued its written approval as required by this Declaration. The determinations and decisions made by the ACC, regardless of the composition of the ACC, shall be in the sole discretion of the ACC. The authority of the ACC shall continue indefinitely until this Declaration is amended in accordance with the provisions of this Declaration. Until the Turnover Date, it is acknowledged that Developer or its designee is the ACC.

8. Architectural Control Approval, Procedure and Limitations.

8.1. Approvals. To maintain harmonious design and appearance of the Property, no Dwelling Unit or any exterior improvement or structure, including, but not limited to, any fence, patio, porch, court, or in-ground pool, nor any other equipment as provided in this Declaration shall be commenced, installed, erected, constructed, placed, maintained, remodeled or altered on or about any Lot, nor shall the natural topography or drainage of any Lot be altered, until the Owner, builder, contractor or other Person performing the work, construction, installation, remodeling or alteration and the plans and specifications for the improvements, structure, equipment, design, location and/or for the topographical alterations of any of the foregoing have been approved in writing by the ACC. The plans and specifications must show (i) the driveway, location, floor plan, exterior type and finish, materials, outside colors, equipment and component parts to be used, harmony of external design with existing structures and location with respect to Lot lines and (ii) other details described below as required by the ACC to determine the harmonious design and appearance of the matters shown in the plans and specifications, and the plans and specifications shall otherwise comply with this requirements of this Declaration. Two (2) sets of complete plans and specifications must be submitted. One (1) will be retained by Developer, prior to the Turnover Date, or the Association, after the Turnover Date, and one (1) will be returned to the builder, contractor or Owner, as the case may be. The ACC's approval or disapproval as required in this Declaration shall be in writing. The ACC has the right to require details such as colors, materials, component parts, roofing materials, steeper roof pitches, porches, trim details or any other details and requirements and locations with respect to the Lot and adjacent Lots that are deemed necessary by the ACC to maintain consistency with the style and value of Dwelling Units built or proposed or planned to be built in Wellfield Subdivision. The ACC also has the right to consider the opinions of other Owners, specifically, those Owners owning Lots adjacent to or in close proximity to the Lot for which plans and specifications have been submitted. All plans, specifications, locations, driveways and grade levels shall be approved by the ACC prior to any excavation work or any other work being performed on any Lot. No Dwelling Unit, any portion of a Dwelling Unit of any kind or any other matter which requires prior written approval by the ACC which does not comply fully with the plans and specifications approved by the ACC, including, but not limited to, those plans and specifications deemed approved by the ACC after the Turnover Date because of failure of the ACC to timely approve, disapprove or request modifications as provided in Section 8.5.1, shall be commenced, installed, erected, constructed, placed or maintained, remodeled or altered on or about any Lot, and no changes or deviations in or from such plans and specifications as approved by the ACC shall be made without the ACC's prior written consent

8.2. Landscaping. Although landscaping is included as part of any Dwelling Unit, the approval by the ACC for landscaping shall only apply to the general location of the landscaping for new construction or new additions to the Dwelling Unit and shall not apply to the contents of such landscaping; provided, however, that all landscaping of a Dwelling Unit shall comply with the provisions of this Declaration regardless of whether such landscaping is subject to the approval of the ACC.

8.3. Statutory Provisions Regarding Solar Energy Systems. This Declaration relative to compliance with Indiana Code 32-25.5-3.5 et seq., covering solar energy systems, is contemplated and required to comply with such statutory provisions, including, as any such statutory provisions may be amended from time to time after the date of this Declaration; provided, however, that reference to such statutory provisions shall not limit the rights of Developer, the Board, the ACC or any Owner provided in this Declaration unless specifically referenced and prohibited in such statutory provisions.

8.4. Developer Construction and Improvements. Prior to the Turnover Date or after the Turnover Date if Developer owns any Lots or any part of the Property, Developer or any affiliate of Developer, including, but not limited to, R. Yoder Construction, Inc., shall not require the prior consent of the ACC for any matters or activities referenced in this Section 8 or as otherwise required by this Declaration. For the avoidance doubt, neither Developer nor any affiliate of Developer, including, but not limited to, R. Yoder Construction, shall be required to obtain any consent from the ACC for any matters or activities in the Declaration that require prior consent of the ACC.

8.5. Procedures.

8.5.1. The ACC shall attempt to approve or disapprove plans and specifications submitted to the ACC and any components, additions or deletion to any such plans and specifications in a reasonably timely manner, provided that a minimum of thirty (30) days after receipt of plans and specifications meeting the standards of this Section 8 shall be deemed a reasonable time period by which the ACC should decide its approval or disapproval or ask for modification of the submitted plans and specifications. After the Turnover Date and if the ACC fails to approve, modify or disapprove, in writing, submitted plans and specifications in full compliance with this Section 8 within sixty (60) days after such submission has been fully provided to the ACC, approval shall be deemed granted by the ACC.

8.5.2. After the Turnover Date and if the ACC is not the Board, any decision of the ACC may be appealed to the Board, but such appeal must be in writing and must be submitted to the Board within thirty (30) days after such decision by the ACC. The Board may reverse or modify such decision by at least a three-fourths (3/4) vote of the Directors then serving.

8.6. Limitations. Neither Developer, the Board, the ACC, nor any member the Board or the ACC, nor any of their respective heirs, legal representatives, successors or assigns, shall be liable to any Person by reason of any mistake in judgment, negligence, or non-feasance arising out of or relating to the approval or disapproval or failure to approve any plans and specifications submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans and specifications or in any structure erected according to such plans and specifications, any resulting drainage issues or any other matter resulting therefrom. Every Person who submits plans and specifications to the ACC agrees, by submission of such plans and specifications, that the Person making the submission shall not bring any action or suit against

Developer, the Board or the ACC to recover any damages or to require Developer, the Board or the ACC to take, or refrain from taking, any action. All rights of copyright in any plans or specifications or design are waived by the submission to the ACC. Neither the submission of any complete sets of plans and specifications to Developer for review by the ACC, nor the approval thereof by the ACC, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no Owner may claim any reliance upon the submission and/or approval of any such plans and specifications or the buildings or structures described therein. Each Owner agrees that the strict enforcement of this Declaration is necessary to maintain consistent quality in the Property, to preserve the value of the Property and to maintain consistency with the style and value of Dwelling Units built or proposed to be built in the Wellfield Subdivision.

9. Completion Date. Construction of a Dwelling must begin within eighteen (18) months from the date a deed to a Lot is delivered to an Owner conveying fee simple title to a Lot to an Owner. Construction of a Dwelling must be completed within twenty (24) months from the date a deed to a Lot is delivered to an Owner conveying fee simple title to a Lot to an Owner. Any exterior alteration or addition to any Dwelling must be completed within six (6) months of the beginning of such alteration or addition. All basements shall have a house built upon the walls of the basement within three (3) months from the date of commencement of the basement being dug.

10. Lot Division. There shall be no subdivision or dividing of any Lot or any sale of a portion of a Lot by an Owner for any purpose whatsoever.

11. Party Walls.

11.1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of any Dwelling Unit which connects two (2) Dwelling Units, shall be a two (2) hour fire-rated wall and shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligent, intentional or willful acts or omissions shall apply thereto.

11.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, and each Dwelling Unit to bear an equal share of any such expense.

11.3. Destruction by Fire or Other Casualty. If any party wall is destroyed or damaged by fire or other casualty, to the extent that such damage is not covered by insurance, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, subject to the right of any such Owners to demand a larger contribution from the other Owners under any rule of law regarding liability for negligent, intentional or willful acts or omissions.

11.4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to and run with the land and shall pass to such Owner's successors or assigns in title to such Owner's respective Lot.

12. Building and Use Limitations.

12.1. Land Use. All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family, except for any Lot or Dwelling Unit used by Developer as a sales or other similar office.

12.2. Building Type. No Dwelling Unit shall be erected, altered, placed or permitted to remain on any Lot other than (i) one single-family dwelling and a private garage for not less than two (2) cars nor more than three (3) cars or (ii) single family villas with a private garage for two (2) cars. No Dwelling Unit or other building or improvement shall be constructed contrary to the requirements and terms included on the Plat and in no event less than thirty (30) feet from the street line or less than ten (10) feet from the side Lot line, provided that Villas may be constructed within five (5) feet from the side Lot line. No Dwelling shall be constructed or permitted on any Lot having a floor area of the main structure, excluding porches, breeze ways, basements, attics and garages, of less than the follow square footages:

	One Story	One and One-Half Story	Two Story
Standard Lots	1500	1700	1800
Villa Lots	1400	1700	No Two Story Villas
Estate Lots	2000	2300	2500

No manufactured or modular home shall be permitted to be placed or otherwise built or constructed on any Lot. No Dwelling Unit shall exceed two (2) stories in height nor have a garage for more than three (3) automobiles unless approved by the ACC.

12.3. Garages. All Dwelling Units must have a full-size attached garage capable of storing at least two (2) automobiles but not in excess of three (3) automobiles; provided that garages on Villa Lots shall be limited to two (2) automobiles. The minimum permitted square footage for any such garage shall be five hundred (500) square feet and the maximum permitted square footage for any such garage shall be one thousand (1,000) square feet.

12.4. Sidewalks, Driveways, Mailboxes and Post Lights. Each Lot and Dwelling shall have a mailbox of the same design and type as required by Developer prior to the Turnover Date and as required by the ACC after the Turnover Date. Each Lot and Dwelling shall have five (5) feet wide sidewalks bordering all roadways adjacent to such Lot. Sidewalk design and type shall be specified and approved by Developer prior to the Turnover Date and as required by the ACC after the Turnover Date. All Dwelling Units shall have a post light with an photo-electrical eye in a location specified by Developer prior to the Turnover Date and as required by the ACC after the Turnover Date. Such post light shall be standardized distances from all sidewalks as determined by the ACC and shall be of standard height to match neighboring Lots with type, style and color as approved by the ACC. Such post light shall be on from "dusk to dawn". No stone, cinder, asphalt, or other types of driveways or parking areas shall be permitted other than concrete driveways and parking areas approved by Developer or the ACC as required by this Declaration. All mailboxes and post-lights shall be maintained by the Owner in good working order and conditioned and maintained aesthetically at all times.

12.5. Out Buildings. No outbuilding, shed, garage, tool shed, garden shed or other detached improvement, structure or building shall be permitted on any Lot without the prior

written approval of the ACC. All such out building, shed, garage, garden shed or other detached improvement, structure or building shall be built on a permanent foundation, shall be constructed in a workmanlike manner and shall be consistently maintained in an attractive and workmanlike manner. Notwithstanding any term to the contrary in this subsection 12.5, no outbuilding, garage or other structure or improvement shall be built or constructed on any Lot until such time as there shall have been first built or constructed a residential living unit built or constructed on such Lot. Any outbuilding, shed, garage, tool shed, garden shed or other structure or improvement shall have an exterior consistent with the design of the Dwelling on such Lot and otherwise harmonious with the design and appearance of the Property.

12.6. Pools. There shall be no above-ground swimming pools, including, but not limited to, inflatable, temporary, fixed or permanent. Prior to the commencement of any work in connection with any in-ground swimming pool, Owner shall comply with Section 8 of this Declaration and shall comply with all applicable laws and ordinances. In-ground swimming pools must be approved by the ACC. All approved in-ground swimming pools must be fenced with a five (5) foot high fence, or higher if required by all applicable laws or ordinances, that complies with Section 19, or have structured pool covers in place of fencing that comply all applicable laws and ordinance.

12.7. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows, may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediately family residing in the Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character of the Dwelling Unit or Lot and in connection with which there are: (a) no sign or display that will indicate from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no products, items or commodities are sold on or about or out of the Lot or Dwelling Unit; (c) no person is employed other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical, electrical or power equipment is used other than office equipment. In addition to the foregoing, any home occupation shall comply will all applicable laws and ordinances, including, but not limited to, having all required zoning permits, and that in no event shall a barber shop, styling salon, beauty parlor in excess of one (1) chair or one (1) customer at a time, tea room, child care/day care in excess of five (5) children at a time or any form of animal care or treatment business, such as dog or pet grooming or trimming or kenneling, be permitted as a home occupation regardless of whether such home occupation may be or is approved pursuant to applicable zoning laws.

12.8. Maintenance of Lots and Dwelling Units. All Lots and Dwelling Units shall be properly maintained and kept in good repair and working order by their respective Owner free of debris, trash or garbage and consistent with good, proper management. All windows, porches, balconies and exteriors of all Dwelling Units shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing equipment shall be permitted. At no time shall a Lot or Dwelling be permitted to become a visual annoyance or nuisance for any part of the Property or any other Lot, Dwelling Unit or Owner. If an Owner fails to maintain such Owner's Lot in accordance with this Section 12.8 or as required by any other provision of this Declaration, Developer, or the Association, after the Turnover Date, shall have the right to enter such Lot and undertake such correction, repair, maintenance or restoration as Developer or the Board shall deem necessary and appropriate to property maintain the Lot and preserve the overall value and appearance of the Property. Developer or the Association shall not have the foregoing right until the Owner shall have failed to correct, repair, maintain, or restore such Lot within thirty (30) days after delivery of written notice from Developer or the Association unless there shall be

a hazardous, dangerous or unsafe condition impacting the Property, other Owners or other Lots in which event entry by Developer or Association shall be automatic and without delay without written notice by Developer or Association. All costs incurred by Developer or the Association related to such correction, repair, maintenance or restoration shall be paid by the Owner of such Lot upon demand by Developer or the Association, and all such costs shall be added to and become part of the Assessments to which such Owner's Lot is subject. Notwithstanding any term to the contrary in this Section 12.8, no Villa Owner shall be liable pursuant to this Section 12.8 for any maintenance or other matter required as part of the Villa Maintenance.

13. Drainage. Each Owner must maintain any drainage facilities or systems installed or otherwise located on such Owner's Lot, including, but not limited to, any above ground culverts and swales and the Owner's Lateral Line. No Owner shall permit, allow or cause any of such drainage facilities or systems to be altered, obstructed or removed or any way impede the flow of water across or through such drainage facilities or systems. No grading, planting, sodding, or surface covering shall be applied to the area between a front lot line and the outer edge of the street surfacing which in any manner reduces or impedes the storm drainage effectiveness of elevations and inclines in such street as originally established by Developer on the Plat or as otherwise required by any governmental authority or as part of the Stormwater Management. Any Owner and any other Persons altering, obstructing, removing or otherwise adversely affecting the drainage effectiveness of such drainage facilities or systems shall be held personally liable for damages resulting from such alterations. Developer, the Association and any applicable governmental authority shall have the right to maintain the any drainage facilities or systems, at the expense of the Owner, on a Lot whose Owner has, or allowed to be, altered, obstructed, removed or failed to maintain such drainage system or failed to maintain, repair or replace the Owner's Lateral Line to the extent that such alteration, obstruction, removal or failure affects the Shared Drainage System. Without limiting the provisions of the Phase 1 Plat or any other Plat, this restriction also applies to all drainage facilities and systems and drainage easements, which are shown on the Phase 1 Plat and any other Plat.

14. Zoning and Compliance with Laws. All Lots and Dwellings shall be developed, constructed and used in conformity with all applicable laws, rules, regulations, codes and ordinances, including, but not limited to, all applicable zoning ordinances, now in force or effect, or from time to time imposed after the date of this Declaration. All Lots and Dwellings shall be constructed and maintained in compliance with regulations regarding sanitary facilities as set forth by the Indiana State Board of Health. All Lots, Dwelling Units and other improvements shall comply with the Indiana Department of Environmental Management (IDEM) Rule #5 for soil erosion control. Each Owner and Owner's contractor shall be responsible for compliance with IDEM Rule #5. Each Lot must have installed prior to excavation work at back of curb, a filter fabric silt fencing extending the full length of the front Lot line. There shall be one (1) twenty (20) foot wide access area at the future drive location on each Lot. Each Owner and Owner's contractor shall be responsible for maintaining silt fencing until the yard is established so as not to allow soil erosion onto curbing.

15. Temporary Structures; Vehicles; Outside Storage. No trailer, mobile home, tent or storage unit (excluding sheds covered by Section 12.5 of this Declaration) of any type or nature, except for a construction trailer used during construction of the Dwelling Unit, shall be used or placed on any Lot at any time, either temporarily or permanently. No inoperable vehicles, inoperable automobiles, all-terrain vehicle, bicycles, campers, snowmobiles, recreational vehicles, travel trailers, trailers, pickup or popup campers, motorcycles, boats, any type of watercraft or dune buggies shall be parked or stored outside on or about any Lot for longer than two (2) consecutive days and no more than fifteen (15) days in any rolling twelve month period.

No automobiles, whether operative or inoperative, without current license plates or not otherwise in use shall be parked or stored on or about the Property, any dedicated streets or any Lot other than in a completely enclosed building.

16. Nuisances. No noxious, illegal or offensive activity shall be carried on upon any Lot, nor shall any activity or anything be done on or about a Lot which may become an annoyance or nuisance in the neighborhood. Without limiting the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which such lights are located or otherwise cause unreasonable interference with the use and enjoyment of a Lot by the Owner or other occupants. No speakers, horns, whistles, bells or other sound devices shall be located, used or placed on a Lot which are audible, except security devices or systems used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

17. Burning and Trash. No burning of any kind, whether indoors or outdoors, of household trash, garbage, construction materials, leaves, grass, brush or other yard waste shall be permitted on or about any Lot, any Common Area or any part of the Property. No fires, burn pits or other types of incineration devices shall be permitted to function, operate or be placed on or about any street in the Property or in, on or about any Lot or any Common Area; provided, that properly established, maintained and controlled fire pits for social functions (as opposed to incineration or burning purposes) are expressly permitted, provided that such fire pits comply with all applicable all applicable laws, rules, regulations, codes and ordinances.

18. Storage Areas. No Lot shall be used or maintained as a storage or dumping ground for rubbish, trash, garbage, debris or other waste. Except as otherwise provided in this Declaration, no Lot shall be used for the storage of lumber, building materials (excepting building material for the construction of a new Dwelling Unit or an addition to a Dwelling Unit but only for a reasonable period of time), scrap metal, old automobiles, other material or debris or junk. Any firewood must be placed adjacent to the Dwelling behind a visual barrier screening so as that it is not visible from adjacent Lots. Such visual barrier shall be approved by the ACC. Trash, garbage or other waste shall not be kept except in sanitary containers. All sanitary containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and kept indoors except for pickup, and outside placing for pickup shall be no earlier than forty-eight (48) hours from expected pickup time. The term waste shall include, but not be limited to, all discarded household furniture, appliances, building materials, tools, toys, automotive parts, mechanical parts, other household fixtures and equipment, brush or grass clippings.

19. Fencing.

19.1. Fencing Standards. No fence shall be permitted on any Lot without the prior written consent of the ACC. Prior to the installation of any fencing, such fencing shall be approved by the ACC pursuant to the provision of this Declaration. In addition to any other standards pertaining to fencing set forth in this Declaration, the following standards shall apply to all fencing to be placed on any Lot:

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

19.1.2. All fences must be of a color to be consistent with the harmony and design of the Property and the Dwelling Unit on the Lot and be of weather resistant materials, such as aluminum, vinyl, or similar compositions, not requiring painting or regular maintenance. No chain link fences, wooden fences or split rail fences are permitted.

19.1.3. All fencing must be placed to the back of the Lot at or behind the rear building line of the Dwelling Unit, thus insuring that all fencing shall be in the "back yard" and at or to the rear of the back wall of the Dwelling Unit.

19.1.4. All fencing must be placed out of drainage easement, utility easements or any other easements shown on the Plat.

19.1.5. All fencing must maintain a minimum of five (5) feet side yard setback to permit yard and landscaping maintenance for which the Lot Owner shall be responsible.

19.1.6. The Owner of a Lot shall be responsible at all times for the maintenance of any fencing, as to not only its structure and use, but as to its aesthetics and appearance.

19.2. Change in Fencing Standards. Due to the length of the term and applicability of this Declaration as to the Property, and due to changes in construction style, types and quality and availability of new products, and revised and evolving developmental and architectural standards, the ACC shall be entitled to alter, limit, or expand the "Fencing" criteria and standards set forth within this Section 19 by written declaration, which amendment by the ACC may include, by way of example, prohibition on the use of different types of aluminum or vinyl fence otherwise permitted in this Section 19 and altering the fencing criteria/standards otherwise permitted in this Section 19; provided, however, that no amendments shall be applicable to Fencing properly installed or approved consistent with this Section 19 prior to the effective date of any such amendment.

19.3. Deviations from Fencing Standards. Any deviations from the criteria stated in this Section 19 shall be permitted only after submission of appropriate written requests to the ACC, and the approval, in writing, of the ACC of the permitted variations. Under no circumstances shall the ACC have any liability or responsibility for any fences, consistent with the above standards, or as approved in writing by the ACC, placed on any Lot by any Owner or any other party.

19.4. Invisible Fencing. Invisible fences are permitted, though responsibility for installation and maintenance shall rest with the Owner of each affected Lot. Any Owner placing any such fence shall assume all risk expenses, maintenance, and responsibilities of such invisible fence, the same to include the possible damage or removal thereof due to utility establishment, repairs, and maintenance. Under no circumstances shall the ACC have any liability or responsibility for any invisible fences placed on any Lot by any Owner of other party.

20. Signs. Except as otherwise provided by Indiana Code 32-21-13 et seq. (dealing with political signs thirty (30) days before an election and five (5) days after such election), no sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the Property for sale, or a sign of reasonable dimension used by builders to advertise during the construction, remodeling or sales periods. Additionally, there is reserved to Developer the right to construct signs as Developer reasonably desires in order to foster the promotion and effect sales of Lots or structures in Wellfield Subdivision, irrespective of such other signage standards.

21. Livestock and Poultry and Pets. No animals, livestock, equine or poultry, including, but not limited to, chickens or pigs, of any kind shall be raised, bred or kept on any Lot or in any improvement on any Lot for any purpose except that up to four (4) dogs, four (4) cats, or other household pets (such other household pets to be kept inside the Dwelling Unit and shall otherwise comply with all applicable zoning or other law and the provisions of this Declaration) may be kept, provided that they are not kept, bred or maintained for any agricultural or commercial purposes and are not permitted to become a neighborhood nuisance, including, but not limited to, continual barking or other disturbances of neighboring Owners, or hazard in any manner. Dogs must be leashed and attended to at all times when outside of the Owner's Lot. Invisible fences may be used to contain dogs; provided that such invisible fence shall continually contain all such dogs within such Owner's Lot, such dogs shall not become a nuisance if left unattended and shall otherwise comply with the provisions of this Section 21. Pets shall not be left outside an Owner's Dwelling at night. Each Owner shall be responsible for the immediate clean-up of any waste or by-products produced by any of such Owner's pets and shall be liable for any cost of clean-up incurred by Developer or the Association because such cleaning is not performed by the Owner. Developer and the Association have the right to grant variances to this Section 21 upon written documentation and proof of a disability or other medical or health reason or to otherwise comply with applicable law. Developer or the Association may adopt rules and regulations regarding pets as it deems necessary from time to time.

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

23. Yard and Landscaping Maintenance. All Lots, whether vacant or not, shall be regularly maintained, mowed, trimmed and free of debris, brush, waste and garbage at all times by their respective Owner. All lawns, shrubs, trees, grass, plantings and landscaping of every kind shall be kept and maintained in a sightly manner, shall be properly cultivated and free of trash, brush, waste, garbage and other unsightly material and unsightly weeds and shall not become overgrown and unsightly. Basic landscaping shall be completed within four (4) months of the completion of the Dwelling Unit. If an Owner fails to maintain such Owner's Lot in accordance with this Section 23 or as required by any other provision of this Declaration, Developer and the Association shall have the same rights of entry on such Lot and remediation on such Lot as provided in Section 12.8 of this Declaration. Notwithstanding any term to the contrary in this Section 23, no Villa Owner shall be liable pursuant to this Section 23 or Section 12.8 for any maintenance or other matter required as part of the Villa Maintenance.

24. Utilities and Television Antennas and Solar Panels. All Dwellings are required to connect to the Shared Drainage System and the City of Nappanee sanitary sewer system and public water system. All public utility services, either in the streets or on any Lots, including but not limited to electric, gas, telephone service internet, and cable television, shall be located underground, and shall not be visible, provided, however, that a satellite dish or square or rectangular receiver, not to exceed twenty-four (24) inches in diameter or diagonal, shall be permitted on any Lot subject to the following criteria: any such dish or receiver must be located on the back one-half of the roof of the Dwelling in an inconspicuous location, such that such dish or receiver is visually concealed from the street in front of the Dwelling. The acceptable concealment of visibility may be established by the ACC. There shall be no exterior radio, television or other antennas or similar structures or equipment mounted to any Dwelling or placed on any Lot unless approved in writing by the ACC. Any solar panels to be located on the Dwelling

Unit or on or about any Lot, including, but not limited to, the location of any solar panels, are subject to the prior written approval by the ACC as provided in Section 8.

25. Gardens. Gardens for personal household use are permitted to the rear of all improvements (behind rear building line of the Dwelling). All gardens shall be a minimum of ten (10) feet from any side or rear Lot property lines. No garden may exceed three hundred (300) square feet in size on any Lot. No growth or planting in a garden may exceed forty-two (42) inches in height. All gardens shall be kept clean, neat and property cultivated and free of debris, trash, waste, brush, unsightly weeds, and other unsightly material and products. Mounds of compost shall not be allowed to accumulate. No permanent or semi-permanent sprinklers, shade structures, lean-tos or other structures shall be erected or permitted within or otherwise related to any garden. A row of decorative flowers or landscaping shall be maintained around any garden and shall be maintained in accordance with the provisions of this Declaration. No garden shall be used to grow or raise product or products for commercial sale or other commercial purposes.

26. Poles. Except as otherwise provided in this Section 26, no wood or metal utility poles shall be erected on any Lot for any purpose, including, but not limited to, exterior lights, antennae poles or basketball goal posts. No basketball hoops or backboards shall be attached to any Dwelling, provided that basketball hoops and backboards may be attached to metal poles approved by the ACC and placed in locations on a Lot approved by the ACC.

27. Swing Sets and Sandboxes. All exterior play or leisure equipment, including, but not limited to, swing sets, swings, sandboxes and portable metal basketball poles with attached hoops, on any Lot shall remain in good repair and be properly maintained. The portion of the Lot used for such equipment, including, any lawn or landscaping, shall also remain in good repair, be property maintained and otherwise comply with the provisions of this Declaration. No exterior play or leisure equipment shall become a visual annoyance or nuisance to the Property or any adjoining Lots. No exterior play or leisure equipment (excluding any portable metal basketball poles with attached hoops) shall be located nearer than ten (10) feet from the rear building of any Dwelling. No exterior play or leisure equipment (including any portable metal basketball poles with attached hoops) shall be located nearer than seven (7) feet from any rear or side property line. No portable metal basketball poles with attached hoops shall be located nearer than fifteen (15) feet from any front property line and shall not be located off any Lot.

28. Leases. No Lot or Dwelling Units may be leased or rented, whether short-term or long-term and whether such arrangement is or is not in writing, without the prior written approval of Developer, prior to the Turnover Date, or the Association, after the Turnover Date, except that a Lot or Dwelling Unit may be leased one time regardless of whether the ownership of the Lot changes from time to time. The one-time lease of such Lot or Dwelling Unit shall be for no more than one lease term and such lease term shall not be longer than twelve (12) months without the prior written approval of Developer, prior to the Turnover Date, or the Association, after the Turnover Date, for both or either of the foregoing conditions. In the event of such lease, the Owner of the affected Lot or Dwelling Unit shall remain responsible for all Assessments. Any tenant of any such Dwelling Unit or Lot under any lease shall also, by virtue of the leasing arrangements, be jointly and severally responsible for any Assessments occurring during the term of such lease or the usage of the Dwelling Unit and shall, by virtue of the leasing arrangement, expressly agrees to comply with this Declaration, the Articles and the Bylaws. Developer or The Association may require any tenant to agree in writing to comply this Declaration, the Articles and the Bylaws. Without limiting the provisions of this Section 28, no Lot or Dwelling Unit shall be used for any Airbnb or similar arrangements.

29. On-Street Parking. On-street parking on the public ways of Wellfield Subdivision shall be subject to control and regulation by City of Nappanee authorities. Additionally, it is the stated goal of this Declaration to avoid unnecessary parking or congestion on the public streets of Wellfield Subdivision, which creates a safety concern in the reasonable discretion of the Board. In this regard, it is expressly understood that continual on-street parking which creates a safety concern in the reasonable discretion of the Board is expressly prohibited by any Owner or any Owner's guests. "Continual" means any continuous parking of an automobile or other motor vehicle on a public street in Wellfield Subdivision on a regular basis, excepting isolated incidents of parking automobiles or other motor vehicles on a public street provided that numerous isolated incidents within a reasonable period of time or regular isolated incidents shall be continual. The Association may enforce this Section 29 by initially providing written notice to the Owner of such Owner or Owner's guests violating this Section 29. Upon the second such violation the Association may assess a fine against the Owner in an amount of \$25.00. Upon the third such violation the Association may assess a fine against the Owner in an amount of \$50.00. Upon the fourth and successive such violations the Association may assess a fine against the Owner in an amount of \$75.00 and have the Owner's automobile or other motor vehicle towed at the Owner's expense. Such fines shall be payable within thirty (30) days and shall be subject to collection and liens as if such fines were Special Assessments.

30. Amendment of Covenants.

30.1. Before the Turnover Date. Before the Turnover Date and except as otherwise provided in Section 30.3, this Declaration may be amended at any time by the recording of an amendment executed by Developer and the Owners of not less than seventy-five percent (75%) of the Lots in the Property, provided, that the consent, approval and execution by Developer of any such amendment may be denied, withheld or delayed for any reason, regardless of whether any such reason is deemed reasonable, and in the sole and absolute discretion of Developer.

30.2. After the Turnover Date. After the Turnover Date, this Declaration may be amended at any time by the recording of such amendment executed by the Owners of not less than seventy-five percent (75%) of the Lots in the Property.

30.3. Amendments by Developer Only. Notwithstanding any provision to the contrary in this Section 30 or any other provision in this Declaration, Developer shall have and hereby reserves the right and power acting alone, in its sole and absolute discretion, without the consent or approval of any Owner, the Association, the Board, any Institutional Lender, any Mortgagee or any other Person, to amend or supplement this Declaration and/or any Plat at any time and from time to time after the date of this Declaration and after the recording of this Declaration if any such amendment or supplement is made (i) to comply with requirements of the Federal National Mortgage Association, the Government national Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing Urban and Rural Development, the Veterans Administration or any other governmental agency or any public, quasi-public or private entity which performs or may in the future perform functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages on the Lots, (c) to bring the Declaration into compliance with any of the Statutory Provisions or any other applicable law, statute, rule, regulation, code, ordinance or administrative order of governmental entity or agency with jurisdiction over the Property, (d) to correct clerical or typographical errors in this Declaration or any Exhibit attached to this Declaration, (e) to add, delete or remove real estate from the Property to be bound by and subject to this Declaration whether in a separate document or instrument by

reference to this Declaration, an amendment or supplement to this Declaration, by amendment or supplement to any Exhibit attached to this Declaration, by deleting any Exhibit attached to this Declaration and/or adding any additional Exhibit to this Declaration, any of which will contain the legal description of the real estate which shall then be bound by and subject to this Declaration, in the case of adding additional real estate to this Declaration, (f) to accomplish the rights of Developer as set forth in Section 4.10 of this Declaration, (g) to amend or correct any inadvertent inconsistencies in or technical errors related to the drafting of this Declaration which would, without such amendment or correction, reasonably tend or threaten to contravene the general tenor or purpose of this Declaration and (h) to change or correct any reference in any Plat regarding the ownership of any Common Area. Additionally, until the Turnover Date, Developer may specifically waive or amend any provisions of this Declaration if Developer, in Developer's reasoned judgment, determines that such waiver or amendment shall be in the best interests of the Property and shall enhance the value and use of the Property generally. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer to vote in favor of, make, or consent to any amendments or waivers as described in this Section 30.3 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of and a consent to the reservation of the power of Developer to vote in favor of, make, execute and record any such amendments or make and execute any such waivers. The right of Developer to act pursuant to the rights reserved or granted under this Section 30.3 shall terminate at such time as Developer no longer owns any part of the Property.

31. Statutory Provisions. This Declaration, the Articles and Bylaws are intended to comply with Indiana Code 32-25.5 et seq., including, Chapter 3 dealing with Homeowners Associations, Chapter 3.5 dealing with Homeowners Association Restrictions on Solar Energy Systems and Chapter 5 dealing with Grievance Resolution, and any other applicable statutory provision related to homeowners associations, as any such statute may be revised or amended from time to time ("Statutory Provisions"), provided that if any provision of this Declaration, the Articles or the Bylaws establish or permit more stringent or demanding provision than the Statutory Provisions, then such provisions of this Declaration, the Articles or the Bylaws shall control unless otherwise prohibited by the Statutory Provisions. If any provision of this Declaration, the Articles or the Bylaws shall conflict with any Statutory Provisions and such conflicting provisions are prohibited by any Statutory Provisions, this Declaration, the Articles and the Bylaws and all provisions of this Declaration, the Articles or the Bylaws shall remain valid and in full force and effect but such Statutory Provisions shall control over such conflicting and prohibited provisions.

32. Duration of Covenants. This Declaration and the covenants, restrictions, conditions, limitations or other provisions contained in this Declaration, the Articles and Bylaws shall run with the land and shall be binding on the Property and all Owners and all other parties and all Persons claiming under any Owner for period of twenty-five (25) years from the date of recording this Declaration, at which time this Declaration and said covenants or restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration, it is agreed to change such covenants or restrictions in whole or in part.

33. Separation of Covenants. The invalidity of any one of the covenants, restrictions, conditions, limitations or other provisions of this Declaration, the Articles or the Bylaws by judgment of a court of competent jurisdiction shall in no way impair or affect in any manner the validity, enforceability or effect of this Declaration, the Articles, the Bylaws or any other of the

terms, covenants, restrictions, conditions, limitations or other provisions of this Declaration, the Articles or the Bylaws, and each shall remain enforceable and in full force and effect to the greatest effect as permitted by applicable law.

34. Enforcement of Covenants. The right to enforce this Declaration, the Articles, the Bylaws and the provisions, covenants, restrictions, conditions, limitations or other provisions contained in this Declaration, the Articles or the Bylaws by or through any and all remedies, at law or in equity, available under applicable law, with or without proving actual damages, including, but not limited to, the right to secure injunctive relief and the right to secure and cause the removal by due process of law of any Dwelling Unit, or other improvements, accessories, landscaping, or other property or materials not in compliance with the provisions, covenants, restrictions limitations contained in this Declaration, the Articles or the Bylaws, is hereby vested in Developer (so long as Developer owns any part of the Property), each Owner and in the Association and their respective successors and assigns. This Declaration and the provisions, covenants, restrictions and limitations herein may all be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If the Association, any Owner or other Person shall violate or attempt to violate this Declaration, the Articles or the Bylaws or any of the provisions, covenants and restrictions contained in this Declaration, the Articles, the Bylaws, Developer (so long as Developer owns any part of the Property), any other Owner or the Association and their respective successors and assigns shall have the right to proceed whether in law or in equity, against the Association, the Owner or such other Person violating or attempting to violate any such provisions, covenants, restrictions, limitations or any part of this Declaration, the Articles or the Bylaws, to enjoin them from so doing, to recover damages for such violation, to seek all other appropriate relief and to recover any of their attorneys' fees, costs and expenses incurred as a result of such violation or attempted violation or the enforcement of the provisions, covenants, restrictions and limitations contained in this Declaration, the Articles or the Bylaws, including, but not limited to, expenses of removing or altering any Lot which violates this Declaration and any other related expense. All such attorneys' fees, costs and expenses shall be paid by the Owner of such Lot against whom such enforcement action is brought; provided that such enforcement action is substantially successful, and any such expense shall become a Special Assessment against that Lot and be enforceable in the same manner as is provided in this Declaration for other Assessments. The remedies in this Section 34 are subject to the Grievance Resolution provisions of Indiana Code 32-25.5-5 et seq.

35. Waiver. Failure by any Developer, the Association or any Owner to enforce this Declaration, the Articles or the Bylaws or any provision, covenant or restriction contained in this Declaration, the Articles or the Bylaws shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to a different breach occurring prior or subsequent thereto. Neither Developer, the Association, any Owner nor any of their successors or assigns, shall be liable to take civil action against any Person violating or attempting to violate any of this Declaration, the Articles or the Bylaws Declaration or any provision, covenant or restriction contained in this Declaration, the Articles or the Bylaws.

36. Miscellaneous.

36.1. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement caused by the negligence of such Owner or by such Owner's family, guests, invitees or lessees to the extent that such expense is not covered by the proceeds of insurance carried by Developer of the Association.

36.2. Attorneys' Fees. Each Owner shall be liable to Developer or the Association for any cost and expenses, including, but not limited to, attorneys' fees, incurred by Developer or the Association in connection with, related to or as a result of such Owner failing to timely pay any payments required by this Declaration, the Articles or the Bylaws, or to comply with any provision of this Declaration, the Articles or the Bylaws, as each may be amended from time to time.

36.3. Headings and Sections. The headings and titles of the sections, subsections, paragraphs and subparagraphs of this Declaration, the Articles and the Bylaws are included for ease and convenience of reference only and shall not be used in interpreting or construing this Declaration, the Articles, the Bylaws or any provision of this Declaration, the Articles or the Bylaws. Any numerical reference to a "Section" or "Sections" shall mean the respective numbered section in this Declaration unless the context clearly indicates otherwise.

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

36.5. Notices Any notice required to be sent to any Owner, Mortgagee or Developer or the Association pursuant to this Declaration shall be deemed to have been property sent and given when (i) hand delivered at the address indicated below, (ii) on the second (2nd) business day after such notice is mailed to the address indicated below by certified mail, return receipt requested, or (iii) on the next business day after such notice is deposited for next business day delivery to the address indicated below via overnight carrier. Such addresses shall be as follows:

36.5.1. To Developer at the principal address of Developer as listed on the Indiana Secretary of State Business Services website.

36.5.2. To the Association at the principal address of the Association as listed on the Indiana Secretary of State Business Services website.

36.5.3. To an Owner at the address of the Lot owned by such Owner unless such Owner shall have by proper prior notice as required by this Section 36.5 provided Developer and the Association of an alternative address for the purposes of notice.

36.5.4. To a Mortgagee at the address indicated in the applicable recorded mortgage unless such Mortgagee shall have by proper prior notice as required by this Section 36.5 provided Developer and the Association of an alternative address for the purposes of notice.

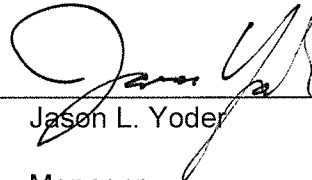
37. Amended and Restated Declaration. This Declaration amends and restates in its entirety the Original Declaration. This Declaration shall replace and supersede the Original Declaration in all respects.

***The remainder of this page is intentionally left blank,
and the signature of Developer appears on the following page.***

Developer executes this Declaration as of the date indicated below.

DEVELOPER:

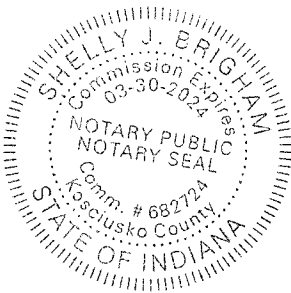
JBK Investments, LLC

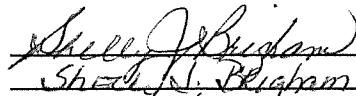
By: 
Jason L. Yoder

Its: Manager

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, this 4th day of October, 2023, personally appeared, **Jason L. Yoder**, as Manager of JBK Investments, LLC, and acknowledged the execution of the foregoing Declaration. In witness whereof, I have hereunto subscribed my name and official seal.



 NOTARY
Shelly J. Brigham PUBLIC
Residing in Kosciusko County, Indiana

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. Charles Zercher

This instrument prepared by the law office of Kindig & Sloat, PC, by J. Charles Zercher, P.O. Box 31, Nappanee, IN 46550-0031.

[SIGNATURE PAGE TO DECLARATION OF COVENANTS OF WELLFIELD SUBDIVISION]

EXHIBIT A

Legal Description of the Developer Property

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 4 EAST, LOCKE TOWNSHIP, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT AT THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25 BEING WITHIN THE RIGHT-OF-WAY OF STATE ROAD 19 AND COUNTY ROAD 52; THENCE NORTH 89°09'28" WEST (BASIS OF BEARINGS ESTABLISHED BY INDOT VRS BASE, USING NAD83 INDIANA EAST COORDINATE SYSTEM), ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER AND WITHIN THE RIGHT-OF-WAY OF COUNTY ROAD 52, 939.68 FEET (RECORDED 940.00 FEET) TO A MAG NAIL AT THE POINT OF BEGINNING; THENCE SOUTH 00°28'46" EAST, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, 220.00 FEET TO A 1/2" PIPE; THENCE SOUTH 89°09'28" EAST PARALLEL WITH SAID NORTH LINE, 450.11 FEET (RECORDED 450.00 FEET) TO A BRADS-KO CAP PIN; THENCE NORTH 00°28'46" WEST, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, 220.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; ; THENCE SOUTH 89°09'28" EAST, ALONG SAID NORTH LINE AND WITHIN SAID RIGHT-OF-WAY, 100.00 FEET; THENCE SOUTH 00°28'46" EAST, PARALLEL WITH SAID EAST LINE, 220.00 FEET; THENCE SOUTH 89°09'28" EAST PARALLEL WITH SAID NORTH LINE, 100.00 FEET (RECORDED 100.00 FEET); THENCE SOUTH 00°28'46" EAST, PARALLEL WITH SAID EAST LINE, 276.00 FEET TO A POINT 0.3 FEET EAST OF A CAP PIN STAMPED S0217; THENCE SOUTH 89°31'14" WEST, 300.00 FEET TO A POINT 2.3 FEET NORTHWEST OF A RAILROAD IRON; THENCE SOUTH 00°28'46" EAST, PARALLEL WITH SAID EAST LINE, 388.00 FEET TO A RAILROAD IRON; THENCE NORTH 89°31'14" EAST, 300.00 FEET TO A POINT 0.4 FEET EAST OF A CAP PIN STAMPED S0217; THENCE SOUTH 00°28'46" EAST, PARALLEL WITH SAID EAST LINE, 434.83 FEET TO A 1/2" PIPE; THENCE NORTH 89°06'58" WEST, 1684.91 FEET TO A McCREA CAP PIN; THENCE SOUTH 00°22'53" EAST, 1159.31 FEET TO THE CENTERLINE OF THE BERLIN COURT DITCH; THENCE NORTH 79°32'55" WEST, ALONG SAID CENTERLINE, 674.00 FEET TO THE INTERSECTION OF SAID CENTERLINE AND THE WEST LINE OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°09'32" WEST, ALONG SAID WEST LINE, 1047.21 FEET TO A RAILROAD IRON AT THE NORTHWEST CORNER OF SAID SOUTH HALF; THENCE NORTH 00°00'46" WEST, ALONG THE WEST LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER, 1096.93 FEET TO A POINT 0.5 FEET WEST OF A BRADS-KO CAP PIN; THENCE SOUTH 89°09'28" EAST, PARALLEL WITH SAID NORTH LINE, 150.55 FEET TO A BRADS-KO CAP PIN; THENCE NORTH 00°00'46" WEST, PARALLEL WITH SAID WEST LINE, 220.00 FEET TO A MAG NAIL ON SAID NORTH LINE AND WITHIN THE RIGHT-OF-WAY OF COUNTY ROAD 52; THENCE SOUTH 89°09'28" EAST, ALONG SAID NORTH LINE AND WITHIN SAID RIGHT-OF-WAY, 50.00 FEET TO A MAG NAIL; THENCE SOUTH 00°00'46" EAST, PARALLEL WITH SAID WEST LINE, 220.00 FEET TO A BRADS-KO CAP PIN; THENCE SOUTH 89°09'28" EAST, 538.12 FEET (RECORDED 538.28 FEET) TO A POINT 0.2 FEET SOUTH OF A BRADS-KO CAP PIN; THENCE SOUTH 00°39'27" EAST, 219.86 FEET (RECORDED 220.00 FEET) TO A BRADS-KO CAP PIN; THENCE SOUTH 89°09'28" EAST, 200.00 FEET TO A POINT 0.3 FEET NORTH AND 0.4 FEET EAST OF A BRADS-KO CAP PIN; THENCE NORTH 00°39'27" WEST, 219.86 FEET (RECORDED 220.00 FEET) TO A POINT 0.2 FEET WEST OF A BRADS-KO CAP PIN; THENCE SOUTH 89°09'28" EAST, PARALLEL WITH SAID NORTH LINE, 695.23 FEET (RECORDED 695.00 FEET) TO A BRADS-KO CAP PIN; THENCE NORTH 00°28'46" WEST, PARALLEL WITH SAID EAST LINE, 220.00 FEET TO A MAG NAIL ON SAID NORTH LINE AND WITHIN SAID RIGHT-OF-WAY; THENCE SOUTH 89°09'28" EAST, ALONG SAID NORTH LINE AND WITHIN SAID RIGHT-OF-WAY, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 72.97 ACRES MORE OR LESS.

EXHIBIT B

Legal Description of the Phase 1 Property

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 4 EAST, CITY OF NAPPANEE, LOCKE TOWNSHIP, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 25 BEING WITHIN THE RIGHT-OF-WAY OF STATE ROAD 19 AND COUNTY ROAD 52; THENCE NORTH 89°09'28" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER AND BEING WITHIN THE RIGHT-OF-WAY OF COUNTY ROAD 52, 939.68 FEET (RECORDED 940.00 FEET) TO A MAG NAIL AT THE POINT OF BEGINNING; THENCE SOUTH 00°28'46" EAST, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, 220.00 FEET TO A 1/2" PIPE; THENCE SOUTH 89°09'28" EAST PARALLEL WITH SAID NORTH LINE, 450.11 FEET (RECORDED 450.00 FEET) TO A BRADS-KO CAP PIN; THENCE NORTH 00°28'46" WEST, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, 220.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89°09'28" EAST, ALONG SAID NORTH LINE AND BEING WITHIN SAID RIGHT-OF-WAY, 100.00 FEET; THENCE SOUTH 00°28'46" EAST, PARALLEL WITH SAID EAST LINE, 220.00 FEET; THENCE SOUTH 89°09'28" EAST PARALLEL WITH SAID NORTH LINE, 100.00 FEET; THENCE SOUTH 00°28'46" EAST, PARALLEL WITH SAID EAST LINE, 276.00 FEET TO A POINT 0.3 FEET EAST OF A CAP PIN STAMPED S0217; THENCE SOUTH 89°31'14" WEST, 300.00 FEET TO A POINT 2.3 FEET NORTHWEST OF A RAILROAD IRON; THENCE SOUTH 00°28'46" EAST, PARALLEL WITH SAID EAST LINE, 388.00 FEET TO A RAILROAD IRON; THENCE NORTH 89°31'14" EAST, 300.00 FEET TO A POINT 0.4 FEET EAST OF A CAP PIN STAMPED S0217; THENCE SOUTH 00°28'46" EAST, PARALLEL WITH SAID EAST LINE, 434.83 FEET; THENCE NORTH 89°06'58" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER, 1704.92 FEET; THENCE NORTH 00°26'20" WEST, 95.94 FEET; THENCE SOUTH 90°00'00" EAST, 749.38 FEET TO A 5/8" REBAR MARKED "ABONMARCHE 0050"; THENCE NORTH 10°38'58" WEST, 159.41 FEET TO A 5/8" REBAR MARKED "ABONMARCHE 0050"; THENCE NORTH 17°22'34" WEST, 50.00 FEET TO A 5/8" REBAR MARKED "ABONMARCHE 0050" AND THE POINT OF CURVATURE OF A 425.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST (CHORD BEARING SOUTH 73°40'42" WEST, CHORD DISTANCE 15.64 FEET), 15.64 FEET TO THE POINT OF TANGENCY; THENCE NORTH 12°17'10" WEST, 193.57 FEET TO THE POINT OF CURVATURE OF A 200.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST (CHORD BEARING NORTH 52°26'13" EAST, CHORD DISTANCE 153.44 FEET) A DISTANCE OF 157.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 29°52'47" EAST, 13.82 FEET TO THE POINT OF CURVATURE OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE WEST (CHORD BEARING NORTH 13°19'41" WEST, CHORD DISTANCE 68.46 FEET), 75.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°32'09" WEST, 7.35 FEET TO THE POINT OF CURVATURE OF AN 85.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST (CHORD BEARING NORTH 68°41'38" WEST, CHORD DISTANCE 35.80 FEET) 36.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°32'52" EAST, 191.89 FEET; THENCE NORTH 13°16'15" EAST, 50.00 FEET TO THE POINT OF CURVATURE OF A 525.00 RADIUS CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST (CHORD BEARING SOUTH 74°17'45" EAST, CHORD DISTANCE 44.58 FEET) 44.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 71°51'45" EAST, 15.32 FEET TO THE POINT OF TANGENCY OF A 275.00 RADIUS CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST (CHORD BEARING SOUTH 69°28'03" EAST, CHORD DISTANCE 22.98 FEET) 22.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°39'27" WEST, 204.67 FEET TO A 5/8" REBAR MARKED "ABONMARCHE 0050"; THENCE SOUTH 89°09'28" EAST, PARALLEL WITH SAID NORTH LINE, 125.04 FEET TO A BRADS-KO CAP PIN; THENCE NORTH 00°28'46" WEST, PARALLEL WITH SAID EAST LINE, 220.00 FEET TO A MAG NAIL ON SAID NORTH LINE AND BEING WITHIN SAID RIGHT-OF-WAY OF COUNTY ROAD NO. 52; THENCE SOUTH 89°09'28" EAST, ALONG SAID NORTH LINE AND WITHIN SAID RIGHT-OF-WAY, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 23.67 ACRES MORE OR LESS.