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DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
EASTFIELD

THIS DECLARATION made this 20<sup>th</sup> day of October, 2023, by MILLER EAST, LLC, an Indiana limited liability company ("Declarant" and/or "Developer").

WITNESSETH:

Declarant is the owner of the fee simple title to the real estate located in Kosciusko County, Indiana, more particularly described on Exhibit A attached hereto and incorporated herein ("Property").

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

The standards, agreements, limitations, covenants, restrictions, and charges herein stated are hereinafter collectively referred to as the "Covenants and Restrictions."

The following additional definitions shall apply to this Declaration, viz:

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

B. "Association" means the Eastfield Homeowners' Association, Inc., its successors and assigns, a not-for-profit corporation whose members shall be the Owners of the

Dwelling Unit Sites within the recorded Plat of Eastfield, and, at the discretion of the Declarant, or its successors in interest as to such other portions or additions to Eastfield as shall be established from time to time hereafter.

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

D. "Bylaws" means the Bylaws of the Association and shall provide for the election of Directors and officers and other governing officials of the Association. The Bylaws as established and amended from time to time are incorporated herein by reference.

E. "Common Area" means that portion of the Property designated as common areas, easement, easement areas, buffer areas, drainage and/or detention/retention easement or areas or swales, tree lines, and similar such designations which will be: (i) deeded to or otherwise acquired by or owned by the Association, (ii) located on one or more Lots, but designated on the Plat (or a future plat to additional real estate added to this Declaration) as a Common Area, or water/stormwater drainage or detention/retention easement/area or detention/retention basin, or (iii) be within the right-of-way of any public way, and forming a part of a tree line buffer, fencing, gates, pillars, or decorative arrangements for Eastfield.

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

G. "Developer" and/or "Declarant" shall each mean and refer to Miller East, LLC, an Indiana limited liability company, or its successors in interest.

H. "Dwelling," and/or "Building" and/or "Dwelling Unit" shall each refer to each of the single-family residential structures as constructed on the Lots.

I. "Dwelling Unit Site" means any plot of ground designated as a lot upon a recorded plat of the Property or any part thereof. When Dwelling Unit Site is used, it shall be

deemed to include the Lot and the Dwelling, if any, located thereon. "Dwelling Unit Site" may also from time to time also be labeled or called "Lot" in the Articles, Bylaws, or this Declaration.

J. "Eastfield" is the name of the subdivision Plat pertaining to all of the Lots, as herein defined, and may include such other real estate as the Developer shall add to such as part of the "Property."

K. "Good Standing" means a Member who is not currently in violation of this Declaration, and is no more than 60 days behind in any Assessments (Regular or Special).

L. "Home Occupation" is a use conducted entirely within the Dwelling and participated in solely by a member of the immediate family residing in said Dwelling, which use is clearly incidental and secondary to the use of the Dwelling for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a Dwelling; (b) no commodity sold upon the Lot; (c) no person employed other than a member of the immediate family residing on the Lot; (d) no activity that requires off-street parking by county or other local codes, and (e) no mechanical or electrical equipment is used. In no event shall an implement or vehicle repair shop, barber shop, styling salon, beauty parlor, tearoom, fortune-telling parlor, massage activities, animal hospital, or any form of animal care or treatment such as animal trimming or grooming, be permitted as a Home Occupation.

M. "Homeowners' Associations Statute" means Indiana Code §§ 32-25.5-1 et seq. and any and all amendments ore replacement thereof, dealing with homeowners' associations.

N. "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 Dwelling Unit Site.

O. "Lot" means any plot of ground designated as a Lot upon the Plat or upon another recorded plat of the Property.

P. "Managing Agent" means a professional property management firm, entity, or person engaged by the Board of Directors; the initial Managing Agent shall be Miller Brothers Builders, Inc.

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

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

S. "Plat" means the Plat of Eastfield, prepared by Innovative Communities, Inc. dated June 27, 2023 and recorded June 27, 2023 in Plat Book 18, page 18 as Instrument No. 2023061284 in the office of the Recorder of Kosciusko County, Indiana; and also refers to additional and supplemental plats covering any portion of the Property or other lands to be made subject to this Declaration by Declarant.

T. "Property" shall mean the property described on Exhibit A attached hereto and shown on the Plat, and such other real estate as Developer shall from time to time hereafter add to such as expansions or phases to Eastfield.

U. "Storage Unit" is defined in paragraph 12.

V. "Stormwater Management and/or Maintenance" means all duties, obligations, standards, regulations, requirements, and/or laws, currently existing, or hereafter established, to which the Property is now subject, or may from time to time hereafter be subject, be such established by Kosciusko County authorities, State of Indiana authorities, Federal authorities, or any other governmental unit or regulatory body or agency including any binding agreements or plans entered in to between Kosciusko County or other municipal corporation and the Declarant.

W. "Turnover Date" is defined in paragraph 32b.

All Lots and Dwelling Unit Sites in Eastfield shall be subject to and impressed with the Covenants and Restrictions herein set forth; and they shall be considered a part of the conveyance of any Lot and/or Dwelling Unit Site in said Eastfield without being written therein. The Covenants and Restrictions herein contained are for the mutual benefit and protection of the Owners, present or future, of any and all Lots and/or Dwelling Unit Sites in said Eastfield; and they shall run with the land and inure to the benefit of and be enforceable by the Owner, or Owners, of any such Lot and/or Dwelling Unit Site included in Eastfield, the Declarant, and the Association, and their successors in interest; and said Owner or Owners, Declarant, and the Association shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation hereof per paragraph 42 below; but there shall be no right of reversion or forfeiture of title resulting from such violation.

The Covenants and Restrictions are as follows:

1. Architectural Control Committee. In order to maintain harmonious structural design, no building for the principal use of residential dwelling or any other structure may be erected on any Lot, unless and until the plans and specifications therefore have been approved in writing by the Eastfield Architectural Control Committee ("Architectural Control Committee" or "Committee") per the provisions hereof. There is hereby created the Architectural Control Committee which shall initially and until the Turnover Date consist of three (3) persons, appointed by Declarant, or its successors and assigns, who shall serve until they are removed by the Declarant or have resigned. This Committee may designate any one of its members to act on its behalf. Upon transfer of the ownership of all of the Lots within Eastfield, and upon the completion of the buildings on each of such Lots, the role of the Architectural Control Committee shall be turned over to the Board of Directors of the Eastfield Homeowners' Association, Inc., consistent with the provisions of paragraph 32 below. Prior to the completion of the final residence, in the event of any vacancy on the Committee, the Declarant shall appoint a replacement.

2. Architectural Control.

a. General. No Building or other structure (to include a Storage Unit) shall be erected, constructed, placed, or altered on any Lot and/or Dwelling Unit Site, nor shall the natural topography or drainage of any Lot be altered, until the construction plans for the structure or for the topographical alterations have been approved by the Architectural Control Committee. Any maintenance of the exterior of any existing Building or existing other structure may be done consistent with prior approval of the plans by the Architectural Control Committee without further approval of the Architectural Control Committee but any changes to the prior plans (including but not limited to replacing a roof with any materials other than shingles) require the approval of the Architectural Control Committee. The plans must show floor plan, quality of construction, materials, outside colors to be used, harmony of external design with existing structures and location with respect to Lot lines, topography, and finish grade elevations. Two (2) sets of complete plans must be submitted. One (1) will be retained in the Developer's office and one (1) will be returned to the builder. The Committee's approval or disapproval as required in this Declaration shall be in writing. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed, or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent.

b. Neither the Architectural Control Committee, the Developer, nor any of their respective members, shareholders, directors, officers, managers, successors, or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out

of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problem resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking any action. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by the Committee, shall be deemed to guaranty or require the actual construction of the Building or structure therein described, and no adjacent Lot owner may claim any reliance upon the submission and/or approval of any such plans or the Buildings or structures described therein.

c. Landscaping. The Owner of each Lot and/or the builder landscape plan is required to submit lawn and landscaping plans (two [2] sets, one to be retained in the office of Declarant and one to be returned to the builder) with sufficient supporting documentation and information, to include location and type of trees, shrubs, and plants, and the size, and variety and planned location thereof, which plan is required to include the planting of side, front, and rear yards of each Lot with grass seed, sod, or ground cover, unless otherwise approved by the Architectural Control Committee, all of which must be approved by the Committee in writing prior to undertaking of construction of the Dwelling and such landscaping. All basic landscaping hereunder or otherwise to be provided on any Lot shall be completed within one hundred twenty (120) days after the substantial completion of construction of any building to be constructed on the Lot; provided, however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit.

d. Member in Good Standing to submit request to Architectural Control Committee. A Member must be in Good Standing to submit applications and/or plans to the Architectural Control Committee for any approval hereunder requiring the approval of the Architectural Control Committee.

e. Binding Effect. The Covenants and Restrictions shall be binding upon all Lots and shall guide the Committee in reviewing and approving plans for the residential facilities proposed for the Lots. No structure or improvements of any kind which do not comply fully with the plans approved by the Committee shall be erected, constructed, placed, or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. The plans and specifications submitted for approval, and the approval thereof, shall also be binding upon the owner of each Lot or separate Dwelling Unit Site and subject to enforcement and completion as herein stated.

3. Land Use and Building Type.

a. Single-Family Dwellings. No Building (except for authorized Storage Units) shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two (2) stories in height.

b. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a Home Occupation (as defined above) may be permitted.

4. General Restrictions.

a. Building Size. No Dwelling shall be permitted on any Lot with a living floor area of the main structure, exclusive of open porches, breezeways, basements, and garages, of less than one thousand one hundred (1,100) square feet for a one-story home and one thousand four hundred (1,400) square feet for a 1.5 or 2 story home. The precise approved square footage for each such Dwelling shall be established by the Committee, consistent with this Declaration, the size of the applicable Lot, the consistency of design and appearance with other Dwellings on other Lots in close proximity thereto, and such other factors as the Committee shall deem important or appropriate for consideration.

b. Garages. All Buildings must have a full-size attached garage designated for at least two (2) automobiles but not more than three (3) automobiles on all Lots, as shown by the plans to be approved by the Committee with a minimum garage size of 20 X 22 feet.

c. Erosion Control. It is each Owner's responsibility to control erosion on their Lot during and after the building process according to guidelines as established by applicable local and state laws and regulations.

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

5. Building Location. No Dwelling or Storage Unit shall be located on any Lot nearer to the property lines than the minimum building setback lines established in the Plat.

6. Easements. There may be strips of ground variable in width, as shown on the Plat, and labeled "Roadway, Drainage & Utility Easement," "Utility Easement," "Stormwater

Retention & Drainage Easement," "Landscape and No Access Easement," "Landscape and Signage Easement," and "Pedestrian Easement" (collectively "Easement" or "Easements"), or with similar labels and designations, reserved for ingress and egress purposes to Common Areas, landscaping, signage, stormwater retention and drainage, roadway usage, pedestrian usage, or for the use of public utilities for the installation of poles, ducts, cables, lines, and wires, overland drainage flow subject at all times to the property authorities and to any other Easements herein reserved. No permanent structure shall be erected or maintained upon any such Easements except as noted or permitted in this Declaration. The Easement areas have been located and/or established for this Property and shall not be altered or modified by any Owner.

7. Restriction Against Alteration of Surface Drainage Ditches. Each Owner must maintain the surface drainage system installed on their Lot(s) (if applicable). No grading, planting, sodding or surface covering shall be applied to the area between a front lot line and the outer edge of street surfacing which in any manner reduces or impedes the storm drainage effectiveness (to the Owner's and their neighbor's property) of elevations and inclines in said street as originally established by the Declarant. Persons altering the drainage effectiveness of the system shall be held personally liable for damages resulting from such alterations. The Declarant and the appropriate Town of Milford officials shall have the right to remove any such alterations and shall have the right to maintain the drainage system, at the expense of the Owner who has altered or failed to maintain such drainage system. This restriction also applies to all surface drainage systems and retention areas which are shown in the Plat.

8. Protective Screening; Storage; Non-Perimeter Fencing.

a. No new screen planting over six (6) feet high on any Lot shall be permitted between the building setback line and the front Lot line, unless approved in writing by the Architectural Control Committee.

b. Firewood and other materials used for heating or recreational purposes shall be kept inside a Dwelling on a Dwelling Unit Site, or within the permitted and authorized Storage Unit on the Dwelling Unit Site, or be covered and screened with plantings, and not be visible to neighbors, in accordance with standards as the Architectural Control Committee shall established upon written request for such outside storage.

c. Outside storage of lawnmowers or other lawn and landscaping maintenance equipment, tires, car or truck parts, tools, pallets, building materials (not being used during construction of an approved project as outlined in paragraph 4), ladders, toys, bicycles, other items that should be stored in a garage or approved storage unit is prohibited.



9. Fencing. Except for "invisible fences" at paragraph 10 below, and in addition to any other standards pertaining to fencing herein set forth (e.g. Committee approval for swimming pool fence arrangement), the following criteria shall apply to all fencing to be placed on any part of the Property or to otherwise be used as part of the development of Dwelling Units Sites, viz:

- a. Fence height shall not exceed five (5) feet.
- b. All fences must either be constructed of weather resistant materials (primarily plastic, vinyl, powder coated aluminum or metal ornamental or similar compositions) not requiring painting or regular maintenance. Privacy fences constructed of wood are not permitted.
- c. All fence is expected to be essentially "maintenance free," though the owner of the Dwelling Units Site 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.
- d. All fencing must be placed to the back of the lot from the rear building line of the Dwelling Unit, thus ensuring that all fencing shall be in the "back yard" and at or to the rear of the back wall of the Dwelling Unit.
- e. All fencing must be placed out of utility easements.
- f. All fencing must be professionally installed by a third party which is in the business of installation of fencing.
- g. All fencing must be maintained in such a fashion as to permit yard and landscaping maintenance for which the Dwelling Units Site Owner shall be responsible, to include such at the rear yard.
- h. No perimeter fencing of any type (other than decorative fence) shall be permitted in front of the rear building line of the Dwelling Unit; perimeter fencing to the rear of the rear building line is permitted, so long as such is consistent with the terms of this Declaration.

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

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

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

12. Prohibited Structures, Storage Unit. All provisions of this paragraph 12 to the contrary notwithstanding, there shall be permitted for each Dwelling Unit Site a separate, single free-standing storage unit, which may be constructed and established subject to the following criteria ("Storage Unit"):

a. Such Storage Unit shall be approved by the Committee as part of the approval of the initial plans for a Dwelling Unit Site, or any amendments or changes, or supplements thereto, and consistent with the general standards of the Committee, including specifically those set forth at paragraphs 8 and 9 above.

b. The siding, roof, exterior doors, exterior windows, and other materials or components of the Storage Unit shall be consistent with the color of Dwelling Unit Site but is not required to be the same type e.g. the Storage Unit may be constructed of wood even if the Dwelling Unit is covered by siding if the colors are consistent as approve by the Committee.

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

d. Any such Storage Unit must be located no farther than twelve (12) feet from the rear building line of the Dwelling Unit Site, and no Storage Unit shall be closer to the front yard boundary line of the Dwelling Units Site than the rear building line of the Dwelling Unit Site; additionally, no Storage Unit shall be placed or located toward the side yard or side of any Dwelling Unit Site, it being contemplated that any such Dwelling Unit Site, subject to the standards and restrictions herein set forth, shall be placed to the rear of and behind the Dwelling Unit Site.

e. The maximum square footage of any such Storage Unit shall not exceed one hundred forty-four (144) square feet.

f. Any such Storage Unit shall comply with all applicable zoning and building requirements of the governmental entity with jurisdiction, including but not limited to any requirements of a concrete foundation, if any.

Except for such authorized and permitted Storage Units, no detached storage buildings, trailer, modular home, manufactured home, pre-built home, basement, tent, shack, garage, barn, outbuilding, or any other structure of a temporary character shall be moved onto, assembled, constructed on any lot and used at any time as a residence, either temporarily or permanently, or for any other person. Mobile homes, house trailers, boats, boat trailers, motor homes, camping trailers, recreational vehicles, boats, snowmobiles, motorcycles, dune buggies, and trailers therefore, shall not be parked on any Lot for longer than forty-eight (48) hours continuously, or for more than forty-eight (48) hours in any continuous ten (10) day period.

13. Outdoor Courts (Tennis/Pickleball etc.), Pools and Hot Tubs. No outdoor courts (tennis or pickleball or similar) or above ground pools shall be permitted. An above ground pool means any structure intended for swimming or recreational bathing that is designed to hold water over 24 inches deep. A wading pool ( a shallow pool, with sides 15 inches or less in height, capable of being dumped to change water and used primarily for small children) is permitted as long as it complies with the provision of paragraph 26).

In-ground swimming pools may be constructed and outdoor hot tubs may be located only after prior written approval from the Architectural Control Committee. Approval of the design, appearance, and location of any swimming pool or hot tub shall also require and be premised upon the review and approval by the Architectural Control Committee of the design, location, and planned construction methodology for a swimming pool fence to segregate the swimming pool and otherwise comply with requisite zoning, developmental, health and safety standards, in addition to such other standards as shall be required by the Architectural Control Committee. Any in-ground swimming pool fence is subject to the approval of the Architectural Control Committee as part of the swimming pool approval by the Committee, and any such swimming pool fence shall also, at a minimum, comply with the provisions of paragraph 9 above. Privacy and security shall be goals of any swimming pool plan and shall be part of the review and any approval to be granted by the Architectural Control Committee.

14. Driveways. No stone or cinder driveways shall be permitted on any Lot. All driveways for Dwelling Unit Sites are to be a minimum of seventeen (17) feet wide and must be constructed of brick or concrete or pervious driveway material. Circular drives in front of

Buildings are prohibited. No parking pads shall be permitted in the front of the Dwelling Unit Site.

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

16. Animals, Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Dwelling Site except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner. Personal pets will be permitted only when confined to the Owner's Dwelling Site or when walking off the Dwelling Site on a leash. Pets shall not be left outside the Owner's Dwelling at night. Each Lot Owner shall be responsible for the immediate clean-up of any waste or by-products produced by any animals on the Owner's Dwelling Site as well as from all Common Areas and upon all streets and roadways on the Property. Each Owner may keep not more than two (2) dogs and/or cats, and there shall be not more than (2) dogs and/or cats per Dwelling Site.

17. Garbage, Trash, And Other Waste.

a. No Lot shall be used or maintained as a dumping ground for rubbish and/or for dumping of grass clippings and other landscaping debris and no such materials shall be kept on any part of a Lot except for composting vegetative matter and other types of organic material that are generated by the Dwelling Unit's activities in sanitary containers not exceeding a total capacity of 100 gallons which are located in the rear of the Dwelling Unit, screened from public view and which shall not become a nuisance or attract bugs or wildlife.

b. All trash, garbage, and other waste shall be kept only in sanitary containers, and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and kept indoors except for pickup, and outside placing for pickup shall be no earlier than twelve (12) hours from expected pickup time. Each Owner shall be responsible for routine trash pick-up and removal for each Dwelling Unit Site, unless and until such shall be handled by an appropriate governmental unit. The term waste shall include but not be limited to all discarded household furniture, appliances, building materials, tools, toys, automotive, and other mechanical parts, and other household fixtures and equipment or parts thereof which are

not in use within the subject's premises. Storage of such items shall be specifically restricted to the area within the Dwelling, the Storage Unit or garages. Exterior storage of such items is specifically forbidden.

c. No burning, on any Lot, whether indoors or out, of household trash or garbage shall be permitted whether or not incinerators are used.

18. Maintenance Of Lots. All Lots shall be kept free of debris at all times whether vacant or not.

19. Clothes Lines. No permanent above ground clothes lines or visible supports shall be erected, maintained, or established on any Lot. Portable or umbrella type may be used only for short periods of daylight time. No such structure shall be placed in front yards or be allowed to remain upright overnight.

20. Gazebos, Pergolas, Lawn Ornaments, And Grape Arbors. Gazebos and pergolas will be considered as detached buildings and are not to be erected or permitted on any Lot within Eastfield without approval of the Architectural Control Committee. Pergolas must be permanently affixed to a patio or to concrete footers. Lawn ornaments such as bird baths, landscape fountains in planning areas, etc. are permitted if the Owner maintains and does not allow such to become a visual annoyance to surrounding neighbors. No towers, windmills, lighthouses, arbors, artificial animals, or similar devices shall be constructed on any Dwelling Unit Site without approval in writing from the Architectural Control Committee. Such structures and ornaments shall not be added to the approved landscape plan until review and approvals are in writing.

21. Basketball Hoops/Backboards. Use of a basketball hoop or backboard is permitted on a Lot as long as it is located on the driveway of the Dwelling Unit Site and in a location such that any person using such basketball hoop/backboard will remain on the Lot and no person using any basketball hoop/backboard shall utilize any portion of a public street. A basketball hoop/backboard is not permitted in the public right of way. No basketball hoops or backboards are allowed to be attached to any Dwelling on any Lot. The owner of the basketball hoop is responsible for any damage cause by the basketball hoop which is not secured.

22. Flag Poles. Flag poles are not to be erected or permitted on any Lot within Eastfield without approval of the Architectural Control Committee.

23. Lot Division. There shall be no subdivision or sale of any Lot for the purpose of building an additional Dwelling beyond the permitted single-family Dwelling.

24. Recreational And Commercial Vehicles. No recreational or commercial vehicles (including but not limited to campers, school buses, towable recreational vehicles, or similar motorized or non-motorized vehicles or trailers, motorhomes, travel trailers, pickup campers or coaches (designed to be mounted on automotive vehicles), motorized dwellings, tent trailers, and the like, snowmobiles, ATV's, and dune buggies) may be kept in open areas in Eastfield, whether such open areas are on or off the Lot of any Owner; provided, however, that such equipment may be parked in any paved area on a Dwelling Unit Site not to exceed twenty-four (24) hours during loading and unloading.

25. Gardens. Vegetable, fruit, flower and other produce gardens shall be limited in size, height, and location as follows:

Maximum size: 500 square feet

Maximum height of vegetation: 6 feet

Location: minimum of five (5) feet setback from neighboring side yards and minimum of fifteen (15) feet setback from rear yards; no gardens shall be allowed in front yards (meaning closer to the road or right-of-way than the front building line of the Dwelling on any dwelling Unit Site).

Raised bed gardens cannot exceed 5 feet above ground level.

Gardens shall be neatly maintained at all times, no mounds of compost will be allowed to accumulate, and no sprinkler or shade structures will be allowed to be erected. No garden produce is allowed to be raised for commercial purposes. The size, height and location limitations on vegetable, fruit, and flower gardens do not include landscaped flowerbeds adjacent to a residential dwelling.

Community gardens for the benefit of all the Dwelling Units Sites may be approved in the Common Areas by the Association and upon approval of a landscaping plan by the Architectural Control Committee.

26. Swing Sets, Sandboxes and Trampolines. All exterior play or leisure equipment must remain in good repair, be properly maintained, including the adjacent lawns, and not allowed to become a visual annoyance to the surrounding neighborhood. No such equipment shall be placed in the front yard, within fifteen (15) feet of the rear Lot line, or within ten (10) feet of the side property line. Swing sets must be constructed of wood or composite material. Metal swing sets are prohibited. Any trampolines must be secured to the ground to prevent from being blown off the Lot. The Owner is responsible for securing and retrieving any trampolines that are blown off their Lot.

27. Exterior Post light. A dusk to dawn light shall be installed by each Owner on each Dwelling Unit Site in front of the front building setback line, between such Building and the curb, so as to create a "row effect," and to be located in close proximity to the required sidewalk. The precise location of each such exterior post light shall be established by the Architectural Control Committee. The post light shall be equipped with an electric eye to provide light from sundown to dawn. The pole for the light shall be black in color. There shall be a separate exterior post light for each Dwelling Unit Site. The Owner shall be required to maintain the light on each Dwelling Unit Site.

28. Trees. At least one (1) separate tree of not less than two (2) inch trunk diameter shall be planted by the Owner of each Lot in the front yard of each such Lot.

29. Utilities, Television Antennas, And Satellite Dishes. All public utilities services, either in the streets or on any Lots, including but not limited to electric, gas, sewer, telephone service, and cable television, shall be located underground, and shall not be visible. All structures using sewer services or running water shall be connected to the sanitary sewer system of the Town of Milford, Indiana, or its successor in interest.

All outside above ground, A.M., F.M., short wave radio antennas, satellite dishes and/or towers are prohibited except for the following: (1) antennas that are one meter or less in diameter or diagonal measurement used to receive video programming services; (2) antennas designed to receive local television broadcast signals; and (3) antennas designed to receive fixed wireless or broadband Internet signals. Such antennas are not permitted to extend beyond the owner's Lot or onto Common Areas. The Owner shall submit plans for the location of such antenna to the Architectural Control Committee prior to installation and installation is subject to the approval of the Architectural Control Committee. The location of such antennas/towers should be with an effort to shield antennas from view of the street and neighbors and located (1) on a separate post and not on a Dwelling and (2) to the rear or side of a Dwelling, if an acceptable signal is available and does not unreasonably increase the Owner's costs. This paragraph is intended to apply with all applicable, local, state and/or federal law and to the extent inconsistent with any such law shall be limited in application to that finally determined to be permitted by law.

To assure the enforcement of these standards, the Developer, for itself, its successors, and assigns, to include Owners, does hereby agree:

a. To prohibit the erection and use of overhead wires, poles, and other facilities of any kind, including but not limited to those associated with electrical, television, cable, or telephone service, either electrically or by telephone from poles and overhead wires within the subdivision or development. Nothing herein should be construed to prohibit street lighting or ornamental yard lights if serviced by underground wire or cable;

b. To require that the Owner of any Dwelling install an electric service entrance of sufficient capacity to meet present and future requirements of the occupants in accordance with the engineering standards of the electric utility company;

c. To require Owners or utility companies to assume all landscaping responsibility and restoration of paved areas made necessary by maintenance, replacement, or expansion of the underground service facilities;

d. To require accessibility to all strips in which underground service is located for operation, maintenance, or replacement of facilities and utilities;

e. To require that the owner of any Building erected in Eastfield pay any cost differential for underground service laterals and/or for any damage done to existing improvements as a result of improvements being done at his Dwelling Unit Site or structure for him.

30. Sidewalks. Sidewalks shall be required as part of the construction and development of any Dwelling. Sidewalks shall be placed within the dedicated public right-of-way to the front of each Dwelling, starting at a point on the curb of the dedicated street, and with a width of five (5) feet (measured toward the Dwelling from the starting point). Such sidewalks shall also be placed on each side of any corner Lot, as each side shall be considered a front yard for purposes of sidewalks. Sidewalks shall be consistent and uniform, and meet the standards and criteria as shall from time to time be established by the Committee and/or as otherwise established by the Town of Milford or its successor in interest as to zoning and development jurisdiction of Eastfield. The Owner of each Dwelling Unit Site shall be responsible for the installation, construction, maintenance, repair, and/or replacement of the sidewalk on or adjacent to each Dwelling Unit Site (collectively "Sidewalk Conditions"). Such sidewalk shall be kept in a good state of condition and repair and be replaced or repaired periodically to create a homogenous and uniform appearance of sidewalks at Eastfield.

The obligations of the Owner of each Dwelling Unit Site relative to Sidewalk Conditions shall be subject to enforcement pursuant to the provisions of paragraph 42 below. In addition, the Town of Milford, or its successor in interest as to jurisdiction over Eastfield, shall have such rights of enforcement under paragraph 42 relative to the Sidewalk Conditions herein established, to include the right to recover damages for any violation, to engage legal counsel to enforce the standards, to repair or replace or otherwise alter the nonconforming sidewalk, and to treat all such costs incurred in such enforcement, and expenses of removing or altering the sidewalk, as a Special Assessment against the Dwelling Unit Site and be enforceable in the same manner as is provided in this Declaration for Other Assessments.



Due to the location of the sidewalks within the public right-of-way adjacent to the Lots, the Owner of each Dwelling Unit Site, together with the guests and invitees thereof, and the users, occupants, and other persons coming upon any such Dwelling Unit Sites (collectively "Users"), hereby acknowledge the lack of involvement of the Town of Milford, or its successor in interest with jurisdiction over Eastfield, relative to Sidewalk Conditions and each such User herewith releases and agrees to indemnify and hold free and harmless the Architectural Control Committee, the Association, the Declarant, and Town of Milford and their successors, heirs, and assigns, and the agents, representatives, and employees of each, from any liabilities pertaining to the Sidewalk Conditions, or the failure of the Owner of the Dwelling Unit Site to properly install, construct, maintain, repair, or replace the required sidewalk.

31. Completion Date. Any Dwelling for which construction has commenced must be completed within a period of one (1) year from the date of beginning, or thereafter completely removed at the Dwelling Unit Site Owner's expense. Landscaping shall be completed as specified in paragraph 2c.

32. Association.

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

b. Membership; Voting Rights; Turnover Date. Each Owner will become a Member of the Association when a deed to a Lot is delivered to the Owner and recorded in the records of the Recorder of Kosciusko County, Indiana, conveying title to a Lot to an Owner. The Association will have one (1) class of members who will be all Owners of Lots (to include Declarant) and all owners of lots that are made subject to these Covenants by Declarant. Each person holding an interest in any Lot will be a Member; provided, however, that each Lot will have only one (1) vote. No person or entity other than an Owner and the owner of any lot that is made subject to these Covenants, may be a Member. Membership will also be regulated by the Bylaws and Articles. Upon recordation of a deed to a Lot, membership in the Association will for all purposes be deemed to have passed to the grantee in the deed from the grantor without any

requirement of endorsement or assignment of any certificates of membership. Except as may be required by the Homeowners' Association's Statutes or provided in paragraph 40, no Member other than Declarant will have any right to vote on any matter until the first to occur of the following events: (1) the date upon which the written turnover of control of the Association signed by Declarant is recorded in the records of the Recorder of Kosciusko County, Indiana; (2) the date the Declarant no longer owns any Lots; or (3) December 31, 2048. (The first of the above three events to occur being herein referred to as the "Turnover Date.")

c. Initial Board of Directors; Turnover Date; Subsequent Board(s) of Directors. The initial Board of Directors will be as designated in the Articles of Incorporation, or thereafter appointed by Declarant, and such Directors, notwithstanding any provision in this Declaration or the Articles or the Bylaws to the contrary, will be the Directors until the Turnover Date or any of them are removed by Declarant or the resignation of one or more of them, and in the event of any vacancy or vacancies occurring in the Board of Directors for any reason prior to the Turnover Date, every such vacancy will be filled by a person appointed by Declarant, which person or persons will thereafter be deemed a member of the Board of Directors. So long as the Declarant owns any Lot, the members of the Board of Directors do not need to be Owners. From and after the Turnover Date, all members of the Board of Directors must be Owners. When an Owner consists of more than one (1) person or is a partnership, corporation, LLC, trust, or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee will be eligible to serve on the Board, except that a multiple Lot Owner may only be represented by one (1) member on the Board regardless of the number of Lots owned by such multiple Owner.

d. Term of Office and Vacancy. Prior to the Turnover Date, the Board will be deemed to be elected and re-elected by the Declarant. Within thirty (30) days after the Turnover Date, the Association will elect a Board of Directors and will continue to do so annually in accordance with and as prescribed by the Bylaws, and the Members will be entitled to vote for the election of the Board of Directors in accordance with the procedure outlined in the Bylaws. The Board of Directors will be the governing body of the Association representing all of the Members and being responsible for the functions and duties of the Association, including but not limited to, the management, maintenance, repair, replacement and upkeep of the Common Areas and the payment of all other expenses pertaining to the Common Areas.

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

meeting. The Director so elected will serve until the next annual meeting of the Owners and until his or her successor is duly elected and qualified.

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

g. Powers and Duties of Board of Directors. The Board shall have such powers and duties as are reasonable and necessary to perform its functions.

33. Real Estate Taxes and Utilities. Real estate taxes are separately assessed and taxed to each Dwelling Unit Site and/or to the Common Area. Any real estate taxes or other assessments or utilities which are chargeable against the Common Areas shall be paid by the Association and treated as a Common Expense. Each Owner shall pay for his own utilities (or any type) which are to be separately metered.

34. Maintenance Of the Common Areas. The Association shall be responsible for the maintenance, repair, and replacement of the Common Areas and the improvements thereon (to include the obligations of the Association under the Stormwater Management and/or Maintenance). Additionally, the Association may, from time to time, as its Board of Directors or membership may determine, undertake such other and additional responsibilities, programs, activities, and expenditures, in furtherance of the common good, development, and preservation of Eastfield, consistent with this Declaration and the Articles of Incorporation and Bylaws of the Association. The Association shall be responsible for such additional general maintenance activities in Eastfield as the Board of Directors shall approve from time to time, and shall generally supervise the appearance of the Property and Dwelling Unit Sites therein with authority to enforce this Declaration as herein stated or as permitted by the Bylaws and Articles. The Association shall also resolve disputes among the Owners of Dwelling Unit Sites subject to the Association, all as more particularly set forth in the Articles of Incorporation and/or Bylaws. The

expenses of all such foregoing activities and responsibilities of the Association shall be expenses of the Association, and shall thus be a Common Expense, as defined above.

35. Regular and Special Assessments and Initial Initiation Fee.

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

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

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

d. Owner Not Exempt. 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 Dwelling Unit Site or otherwise fail to pay any other expense lawfully imposed hereby, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Owner's Dwelling Unit Site or by resignation from membership of the Association. Each Owner shall be personally liable for the payment of all Assessments (Regular or Special) and by accepting delivery of a deed to a Dwelling Unit Site agrees to this provision and other provisions of this Declaration. When the Owner constitutes more than one person, liability for Regular or Special Assessments shall be joint and several. Regular or Special Assessments or any installments thereof which are not paid when due shall bear interest on a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any Regular or Special Assessment when due, the Board of Directors may in its discretion declare the entire balance of unpaid Regular or Special Assessments to be due and payable, with interest, and file a written Notice of Lien against the Owner's Dwelling Unit Site in the office of the Recorder of Kosciusko County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest and any costs of collection incurred or to be incurred by the Association. Any Member who is delinquent in paying any Regular or Special Assessment may not vote on any Association matter during the period such payment is delinquent unless required to be permitted to vote by the Homeowners' Association Stature. In any action to foreclose the lien, the Owner and any occupant of a Dwelling shall be jointly and severally liable for the payment to the Association or other entitled party of reasonable rental for such Dwelling Unit Site and the Association shall be entitled to the appointment of a receiver for the purpose of preserving the Dwelling Unit Site and to collect the rentals and other profits therefrom for the benefit of the Association to be applied towards payment of the Regular or Special Assessment.

e. Notwithstanding anything contained in this Declaration, the Articles of Incorporation or the Bylaws, any sale or transfer of a Dwelling Unit Site 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 Dwelling Unit Site 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 therefore. Any unpaid Assessments, the lien of which has been divested as aforesaid and expenses related thereto shall be deemed a Common Expense. The Bylaws and/or Articles of Incorporation of the Association may establish additional or supplemental standards or procedures for establishing an annual

budget, or imposing Regular Assessments and/or Special Assessments, or imposing penalties or fines for failure to timely pay the same.

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

f. Initial Initiation Fee. At the time of conveyance of title by Declarant to the original Owner of each Dwelling Unit Site, each Owner shall pay to the Association a one time "Initiation Fee" in the amount of One Hundred Fifty Dollars (\$150). The imposition and collection of such Initiation Fee are intended to provide the Association with net worth and liquidity and to in turn commit the Association to commence addressing its duties and responsibilities, and as payment of Common Expenses, in advance of, or concurrently with, the commencement of the collection of Assessments from the Owners of the Dwelling Unit Sites.

36. Capital Tap-On Fee Payable. All Dwellings are required to connect to the Town of Milford's sanitary sewer system and public water system and the Owners thereof will pay any required tap-on fees and any fees assessed thereafter.

37. On-Street Parking. On-street parking on the public ways of Eastfield shall be subject to control and regulation by Town of Milford authorities or successors. Additionally, it is the stated goal of the Declarant, and the duty of all Owners of all Dwelling Unit Sites, to avoid unnecessary parking or congestion on the public streets of Eastfield. In this regard, it is expressly understood that on-street parking, on an overnight basis, is expressly prohibited. "Overnight" means any continuous parking of a motor vehicle or similar mobile device on a public street in Eastfield continuously from on or before 12:00 midnight to and including the succeeding 5:00 a.m.

38. General Rental or Lease Conditions. Any rental or lease agreement for a Dwelling Unit Site in the Eastfield development shall comply with the following requirements:

a. All rental or lease agreements executed, or entered into, after the date this Declaration is recorded must be for a minimum of twelve (12) months and may not be for a period longer than two (2) years, including but not limited to, rent to own or purchase contract agreements, unless otherwise approved by the Board of Directors of the Association in writing. Home-sharing for rent such as Airbnb, VRBO or similar methods, bed and breakfasts or any other similar arrangement for hire are prohibited.

b. No portion of any Dwelling Unit Site other than the entire Dwelling Unit Site shall be leased for any period of time. No subleasing of Dwelling Unit Sites shall be allowed.

c. All rental or lease agreements are required to be in writing and a copy of each lease agreement (but which may have the rental amount deleted) is required to be provided to the Board of Directors of the Association within thirty (30) days of said agreement being executed.

d. All rental or lease agreements shall contain a provision stating that the renter, tenant, lessee, purchaser, or occupant has been advised of or provided a copy of this Declaration, the Bylaws, the Articles of Incorporation of the Association, and has been informed that they must follow this Declaration, and rules and regulations the same as any Dwelling Unit Site Owner in Eastfield.

e. All rental or lease agreements shall be made expressly subject to and subordinate in all respects to the terms of this Declaration, the Bylaws, Articles of Incorporation, and any rules adopted by the Board of Directors to the same extent as if the tenant were an Owner and member of the Association.

f. All rental or lease agreements shall contain a provision authorizing direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Dwelling Unit Site. If such provision or authorization is not set forth in any lease agreement involving a Dwelling Unit Site in the Eastfield development, then such authority and authorization shall be presumed as if it were expressed in said agreement.

g. No rental or lease agreement shall provide for, or be interpreted to provide for, a release of the Owner from his obligations to the Association for compliance with the provisions in this Declaration, the Bylaws, the Articles of Incorporation, and any rules and regulations adopted by the Board of Directors, or from the Owner's liability to the Association for payment of assessments or any other charges.

h. For the purpose of this paragraph 38, "Rental or Lease Agreement" shall include all forms of rental, lease, lease or rent to buy, land or purchase contracts, or other form of agreement that involves the occupation of any Dwelling Unit Site in Eastfield by an occupant other than the titled Owner for compensation paid to the titled Owner.

i. The Association or any Owner in Eastfield shall have the right to exercise any and all available remedies at law or in equity, and the following specific remedies shall be available to the Association to ensure the rules set forth in this paragraph are followed:

(i) If any enforcement action is taken by the Association, regardless of the actual filing of a lawsuit, against a tenant and/or Owner of a Dwelling Unit Site

for failing to comply with or follow any provision in this Declaration, the Bylaws, the Articles of Incorporation, or any rule or regulation adopted by the Board of Directors, then the Association is entitled to reimbursement of any expenses incurred by the Association for the enforcement action from the tenant, the Owner, or if both the tenant and Owner have been joined in this action, then by both the tenant and Owner as joint tenants in common.

(ii) Any failure of the tenant or owner of a Dwelling Unit Site to fully comply with this Declaration, Bylaws, Articles of Incorporation or any rules and regulations adopted by the Board of Directors, or any purported lease executed in violation of this paragraph, shall constitute an automatic default under the lease and/or this covenant, and the Association may elect to void and terminate said rental or lease agreement pursuant to the rules as set forth in this paragraph. If the Association shall so elect, the Dwelling Unit Site Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported renter, tenant, lessee, purchaser or occupant (in case of an unauthorized leasing) in the name of, and as attorney in fact for, said Dwelling Unit Site Owner as the proposed landlord. If an eviction action is taken by the Association, then the Dwelling Unit Site Owner shall reimburse the Association for all expenses (including reasonable attorneys' fees and disbursement) incurred in connection with such proceeding.

(iii) Any Dwelling Unit Site Owner found to be in violation of this paragraph shall lose his right to lease any Dwelling Unit Site within Eastfield for a period of five (5) years from the date of the violation's termination.

j. Variations from the provisions of this paragraph 38 may be granted by the Board of Directors, but only upon (i) a showing of extreme hardship to an Owner, and (ii) written approval granted in advance of the rental or leasing arrangement.

39. Amendment of Declaration.

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

(i) *Meeting.* The resolution concerning a proposed amendment must be adopted by the designated vote set forth in subsection (iv) below at a meeting of the Association or Owners duly called and held in accordance with the provisions of the



Bylaws or by an amendment signed by all of the then Owners in lieu of a meeting of the Owners.

(ii) *Notice.* Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment.

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

(iv) *Adoption.* Any proposed amendment to this Declaration must be approved at a meeting of the Association or the Owners having in the aggregate at least sixty-seven percent (67%) of the votes (in person or by proxy) of all Owners entitled to vote (as opposed to sixty-seven percent (67%) of the votes of the Owners who attend such meeting) or by an amendment signed by all of the then Owners in lieu of a meeting of the Owners.

(v) *Declarant Consent Required.* Declarant's consent to any amendment under this paragraph 39(a) is also required if the following conditions are met.

- (A) Declarant owns one (1) or more Dwelling Unit Sites;  
and
- (B) Not more than seven (7) years have passed since this Declaration was recorded; and
- (C) The Turnover Date has not occurred.

b. Amendments by Declarant. Notwithstanding the foregoing or anything elsewhere contained herein, until the Turnover Date, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Association, the Board, any Mortgagee or any other person to amend or supplement this Declaration and/or the Plat or Eastfield at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing Urban and Rural Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages on Lots, (c) to bring this Declaration into compliance with any statutory requirements, (d) to correct clerical or typographical errors in this Declaration or any exhibit hereto or any supplement or amendment hereto, (e) to amend or correct any of the

Covenants and Restrictions contained in this Declaration, (f) to add or delete real estate from the definition of "Property" to be bound by this Declaration whether by reference thereto and/or amendment of any or all of the Covenants and Restrictions herein contained and/or amendment of Exhibit "A," or by deleting Exhibit "A" and substituting in lieu thereof an Exhibit "A" which will contain the legal description of the real estate which shall then be subject to and impressed with this Declaration, or (g) to amend or correct any inadvertent inconsistencies in or technical errors related to the drafting of this Declaration which would, without such amendment or correction, reasonably tend or threaten to contravene the general tenor or purpose of this Declaration. Additionally, until the Turnover Date, the Declarant may specifically waive or amend any of the Covenants and Restrictions otherwise set forth herein if the Declarant, in the Declarant's reasoned judgment, determines that such waiver or amendment shall be in the best interests of the Property, and in the enhancement of the value and use of the Property generally. In furtherance of the foregoing power of Declarant, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments or waivers described in this paragraph 39 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 the Declarant to vote in favor of, make, execute and record any such amendments, or make and execute any such waivers. The right of the Declarant to act pursuant to rights reserved or granted under this paragraph 39(b) shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Property.

c. Amendments in general. Notwithstanding the foregoing, until a waiver of such right is recorded in the office of the Recorder of Kosciusko County, Indiana, all proposed amendments, whether by Owners or by Declarant, regarding Sections 3, 6, 7, 14, 16, 23, 27, 29, 30, 34, 37, 38, and 39 of this Declaration shall be subject to approval by the Milford Redevelopment Commission.

d. Recording. Each amendment to this Declaration as provided in this paragraph 39 shall be properly executed by the President and Secretary of the Association if amended pursuant to a meeting of the Members (including the signature of Declarant if paragraph 39(a)(5) is applicable), by all the Owners if amended pursuant to consent of all the Owners under paragraph 39(a)(4), or by the Declarant if amended pursuant to paragraph 39(b); and shall be recorded in the office of the Recorder of Kosciusko County, Indiana and such amendment shall not become effective until so recorded unless a later effective date is stated in the amendment.

e. Statutory Provisions. This Declaration, the Articles of Incorporation, and/or the Bylaws intend to comply with the Homeowners' Associations Statute as such statutes

may be from time to time hereafter revised or amended and any mandatory provisions thereof to the extent not expressly included are incorporated by reference; provided, however, that where this Declaration, the Articles of Incorporation, and/or the Bylaws establish more permissible stringent, demanding, or enforcement based provisions than said statutes, and where said statutes permit such to be included, the provisions of this Declaration, the Articles of Incorporation, and/or the Bylaws shall control.

40. Duration Of Covenants. This Declaration are to run with the land and shall be binding on all parties and all persons claiming under them until November 1, 2048, at which time said Covenants or Restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then Owners of the fee title of not less than sixty-seven percent (67%) of the Dwelling Unit Sites covered by these Covenants or Restrictions, it is agreed to change such Covenants or Restrictions in whole or in part.

41. Separation Of Covenants. Invalidation of any one of the Covenants or Restrictions by judgment of a court of competent jurisdiction shall in no way affect any of the other Covenants or Restrictions and all other provisions of this Declaration shall remain in full force and effect.

42. Enforcement Of Covenants. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any Dwelling, or other improvements, accessories, landscaping, or other property or materials, is hereby vested in each Owner of a Dwelling Unit Site in Eastfield, in the Association and in Declarant, and their successors and assigns. This Declaration may all be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons vested with the title to any of the Dwelling Unit Sites hereinbefore described, the Association, Declarant, and the successors and assigns thereof, to proceed whether in law or in equity, against such person or persons violating or attempting to violate any such covenants, restrictions, or any part of this Declaration, and to enjoin them from so doing, to recover damages for such violation and to seek all other appropriate relief. In the event that the Association or Declarant should employ legal counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including but not limited to reasonable attorney's fees, expenses of removing or altering any Dwelling Unit Site which violates this Declaration and any other related expense shall be paid by the Owner of such Dwelling Unit Site against whom such enforcement action is brought, and any such expense shall become a Special Assessment against that Dwelling Unit Site and be enforceable in the same manner as is provided in this Declaration for other Assessments.

43. Effect of Non-Enforcement. Failure by the Declarant, the Association or any other Owner of a Dwelling Unit to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same

breach or as to one occurring prior or subsequently thereto and shall in no way be construed as a permission to deviate from said restrictions, conditions and covenants.

44. Notices. Any notice required to be sent to any Member, Owner or to the Declarant under the provisions of this Declaration, the Articles of Incorporation or the Bylaws shall be deemed to have been properly sent and given when mailed by United States mail, postage prepaid, by certified mail, return receipt requested, to Declarant at Miller East, LLC Attn.: Bradley Plett 1819 E. Monroe Goshen, IN 46528 or such other address provided to the Association from time to time or to any Owner at the address of the Dwelling Unit Site.

45. Counterparts. This Declaration may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute a single instrument.

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

*[Signature page to follow]*

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

DECLARANT: MILLER EAST, LLC

By: MILLER BROTHERS BUILDERS, INC., Sole Member

By: *Brad Plett*

Brad Plett, President and Authorized Signatory

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ELKHART )

Before me, the undersigned, a Notary Public in and for said County and State, this 20<sup>th</sup> day of October, 2023, personally appeared Brad Plett, President and Authorized Signatory of Miller Brother Builders, Inc., the Sole Member of Miller East, LLC and who acknowledged for and on behalf of said limited liability company the execution of the foregoing Declaration of Covenants and Restrictions pursuant to authorization given thereto.

WITNESS my hand and notarial seal.



JACKSON W. BECK  
NOTARY PUBLIC  
State of Indiana, Elkhart County  
Commission Number: 0726924  
My commission expires May 19, 2028

*Jackson W. Beck*  
Jackson W. Beck, Notary Public  
Residing in Elkhart County, Indiana  
Commission No. 0726924

My Commission Expires: 5/19/2028

Prepared by Jackson W. Beck, Esq. Yoder, Ainlay, Ulmer & Buckingham, LLP  
130 N. Main St. Goshen, IN 46526

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jackson W. Beck, 130 N. Main St., Goshen, IN 46526.

EXHIBIT A  
DECLARANT'S PROPERTY

EASTFIELD  
(Lots 1-52)

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 6 EAST, VAN BUREN TOWNSHIP, KOSCIUSKO COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, SAID POINT BEING MARKED BY A RAILROAD SPIKE LOCATED WITHIN THE RIGHT-OF-WAY OF COUNTY ROAD 1250 NORTH; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST (ASSUMED AND RECORDED BEARING), ALONG SAID NORTH LINE AND WITHIN SAID ROAD RIGHT-OF-WAY, 769.77 FEET TO A MAG NAIL; THENCE SOUTH 00 DEGREES 40 MINUTES 45 SECONDS WEST, 1,173.99 FEET TO AN IRON PIN; THENCE NORTH 89 DEGREES 50 MINUTES 40 SECONDS WEST, 124.37 FEET TO AN IRON PIN; THENCE SOUTH 00 DEGREES 26 MINUTES 20 SECONDS WEST, 8.50 FEET TO AN IRON PIN; THENCE NORTH 89 DEGREES 50 MINUTES 40 SECONDS WEST, ALONG THE NORTH LINE OF BEANLAND SUBDIVISION AND SAID NORTH LINE EXTENDED, 640.00 FEET TO AN IRON PIN MARKING THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 00 DEGREES 25 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 1,180.36 FEET TO THE POINT OF BEGINNING, CONTAINING 20.779 ACRES, MORE OR LESS.

Being Tax Parcel No. 43-03-09-200-082.000-027