



**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
THE GRABER COMMONS,
A SUBDIVISION OF JACKSON TOWNSHIP, DEKALB COUNTY, INDIANA**

HERON DEVELOPMENT, LLC, an Indiana Limited Liability Company ("Developer"), by Stephen D. Brown, its Manager, hereby declares that it is the owner and developer of real estate which is shown and described in this Plat, and does hereby layoff, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein ("Plat"). The subdivision show on the Plat shall be known and designated as The Graber Commons, a Subdivision in Jackson Township, DeKalb County, Indiana ("Subdivision").

The platted lots within the Subdivision ("Lots") shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in The Graber Commons, without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The Lots are numbered from 1 to 3 inclusive; and all dimensions are shown on the Plat. The streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

PREFACE

The Graber Commons is a tract of real estate which has been subdivided into three (3) commercial lots, all to be included in and known as The Graber Commons. It shall be the obligation of the owners of Lots within the Subdivision ("Owners" and each an "Owner") to make provision for the maintenance, repair, and replacement of the common storm water facilities designated on the face of the Plat and serving the Owners. This Preface and its statement shall be deemed a covenant of equal force and effect as all others herein set forth.

ARTICLE I
Common Stormwater Facilities

Section 1. Stormwater Facilities. The surface and/or sub-surface stormwater control facilities that may include pipes, ditches, swales, basins, and related equipment and structures ("Stormwater Facilities") shall be for the common benefit of all Owners. Each Owner shall have a permanent and non-exclusive easement and right to use the Stormwater Facilities for the discharge of stormwater from the Lot of each respective Owner.

Section 2. Maintenance, Repair, and Replacement of Stormwater Facilities. Each Owner shall be responsible for its proportionate share of the cost and expense of the maintenance, repair, and replacement of the Stormwater Facilities. Each Owner's "proportionate share" shall be calculated using a number in which the number of Lots owned by an Owner is the numerator and the total number of Lots within the Subdivision of the denominator. The time and manner in which such maintenance, repair, and/or replacement of the Stormwater Facilities shall be performed and paid for shall be determined by Owners of a majority of the Lots within the Subdivision.

ARTICLE II
Cross-Easements for Access and Vehicular Traffic

Section 1. Grants of Reciprocal Easements. Each of the Owners grants to the other Owners, and their respective invitees and licensees, as well as emergency vehicles and public utility vehicles, a non-exclusive and reciprocal easement and right for vehicular and pedestrian traffic to utilize the paved areas and driveways (exclusive of designated parking spaces) located on each Lot as the same may be configured from time to time ("Driveways") for access to and from each Lot to and from public roadways. Each Owner hereby covenants and agrees to maintain and keep the Driveways located on such Owner's Lot in a manner and in an area reasonably necessary to accommodate the easements set forth herein and no Owner shall block or obstruct the same except as may be reasonably necessary for repairs, maintenance, or replacement of such Driveways or as maybe reasonably necessary to repair, maintain, or replace such Owner's improvements, fixtures, equipment, signage, or utility facilities.

Section 2. Maintenance of Driveways. Notwithstanding the easements granted herein, each Owner shall be responsible for the cost and expense of the repair, maintenance, and/or replacement of each such Owner's respective Driveways; except that an Owner shall be responsible for the repair, maintenance, or replacement of any extraordinary damage--that is, damage in excess of ordinary and wear and tear--caused by that Owner or that Owner's invitees or licensee's to Driveways located on a Lot not owned by such Owner.

ARTICLE III
General Provisions

Section 1. Prohibited Uses. No Lot shall be used as follows:

- (a) For any noxious or offensive activity which may be or may become an annoyance or nuisance to the other Lots. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, excepting outdoor speakers utilizing a reasonable volume, shall be located, used or placed on a Lot which are audible, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.
- (b) For a tattoo parlor, adult-oriented business, night club, dance club, pawn shop, drilling, mining, quarry or gravel operation, bulk fuel storage, vehicle storage yard, residential group home, rehabilitation center, haunted house, wind energy conversion system, taxi service, skating rink, parking structure, off-site parking area, multiple family dwelling or complex, firework sales, credit service, correctional services facility, fraternity house, sorority house, scrapyard, junk yard, recycling facility, landfill, waste disposal facility, agricultural uses, food production/processing, farmers market, commercial or private stables, camp ground, grain elevator, playground, and/or swimming pool (not part of a hotel).

Section 3. Building Setback. No buildings or any improvements or structures shall be located on any Lot nearer to the lot lines shown on the recorded plat.

Section 4. Surface Drainage. The land surface of any Lot shall be constructed and maintained so as to conduct the flow of surface water runoff to the Stormwater Facilities.

Section 5. Maintenance of Lots and Improvements. No Lot and no improvement, structure, or building shall be permitted to become overgrown, unsightly or to fall into disrepair. All improvements, structures, and repairs shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 6. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot.

Section 7. Dumping and Trash. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or outside incinerators shall be kept or allowed on any Lot. No disposal of trash, garbage or other waste on the Lot will be allowed.

Section 8. Improvements. So long as the Developer owns any Lots, before any improvements, structures, or buildings may be constructed on any of the Lots, the plans and specifications for such improvements, structures, and buildings must be approved in writing by the Developer. The Developer shall consider the visual, physical, and market impact of the proposed improvements, structures, and buildings on the other Lots in the Subdivision in determining such approvals.

Section 9. Enforceability. Each Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and charges now or hereafter imposed by the provisions of these restrictions. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and shall not operate to deprive an Owner from enforcing said covenant or restriction. Additionally, any Owner who shall fail to pay, perform, or comply with the restrictions, conditions, covenants, and charges, shall be responsible to pay the cost and expense, including attorney's fees, incurred by any of the non-breaching Owners in enforcing the same.

Section 10. Partial Invalidation. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 11. Covenants, Restrictions and Extensions. The covenants, restrictions, and easements herein contained shall run with the land and be binding on the successors and assigns of each Owner, and be effective for a term of twenty (20) years from the date these restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these restrictions may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Notwithstanding the foregoing, the Developer's consent to any such amendment shall be required so long as the Developer owns any Lot.

Section 12. Subdivision of Lots. In addition to any local governmental permission or approvals, no Lot or combination of Lots may be further subdivided except by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Notwithstanding the foregoing, the Developer's consent shall be required so long as the Developer owns any Lot.

IN WITNESS WHEREOF, Heron Development, LLC, a limited liability company organized and existing under the laws of the State of Indiana, Owner of the real estate described in said Plat, has hereunto set its hand and seal, by its duly authorized officer, this 20th day of December, 2017.

HERON DEVELOPMENT, LLC
an Indiana Limited Liability Company,

By: [Signature]
Stephen D. Brown, Manager

STATE OF INDIANA
COUNTY OF DeKalb **:

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Stephen D. Brown, known by me to be Manager of Heron Development, LLC, an Indiana Limited Liability Company, and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said Company for the purposes and uses therein set forth.

IN WITNESS WHEREOF, I have set my seal and notary stamp, this 20th day of December, 2017.

My Commission Expires:

May 6, 2025

Prepared by:

Robert C. Kruger and Michael C. Moellering, Attorneys at Law
Burt, Blee, Dixon, Sutton & Bloom, LLP
200 East Main Street, Suite 1000, Fort Wayne, IN 46802

[Signature] Notary Public
Printed: Daniel A. Brown
County of Residence: DeKalb



I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Stephen D. Brown