

**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS IMPRESSED UPON
THE REAL ESTATE COMPRISING THE HERON LAKE PLANNED UNIT
DEVELOPMENT, JACKSON TOWNSHIP, DEKALB COUNTY, INDIANA**

HERON DEVELOPMENT, LLC, an Indiana Limited Liability Company, by Stephen D. Brown, its Manager, hereby declares that it is the owner of certain real estate legally described on attached Exhibit "A" which is located in Jackson Township, DeKalb County, Indiana, which comprises the Heron Lake Planned Unit Development which was enacted on June 20, 2017, by the Common Council of the City of Auburn, Indiana, such planned unit development and the real estate comprising it, including any future annexations of additional real estate into the same, shall be referred to hereinafter as the "Heron Lake PUD" and the ordinance enacting the same shall be referred to hereinafter as the "Heron Lake PUD Ordinance."

Heron Development, LLC hereby impresses upon the Heron Lake PUD and makes the same subject to these covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land within the Heron Lake PUD, 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 the Heron Lake PUD, 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 in accordance to and subject to the terms and conditions contained herein.

PREFACE

The Heron Lake PUD is real estate which will ultimately be platted into parcels of residential and commercial real estate. The central feature and amenity of the Heron Lake PUD will be a private lake known as "Heron Lake." The use and development of the Heron Lake PUD will take into special consideration the effect and compatibility of all such development on the private lake.

This Preface and its statement shall be deemed a covenant of equal force and effect as all others herein set forth.

**ARTICLE I
Definitions**

The terms hereinafter set forth shall have the following meanings:

Section 1. "Architectural Control Committee" shall mean the body designated herein by the Developer to review plans and to grant or withhold certain approvals in connection with improvements and developments. The Architectural Control Committee shall be composed of three (3) members appointed by the Developer. Any vacancies from time to time shall be filled by the Developer.

Section 2. "Common Area" shall mean and refer to all real property owned by the Developer for the common use and enjoyment of the Owners and Operators of land within the Heron Lake PUD subject to the conditions, restrictions, rules, and regulations set forth herein.

Section 3. "Developer" shall mean Heron Development, LLC an Indiana limited liability company, its grantees, successors or successors in interest, and any person, individual, organization, or entity designated by it or its successor in interest to perform some or all of the operations of the Developer, including management of the Lake and Common Areas, within the Heron Lake PUD (as defined below).

Section 4. "Improvement" shall mean and refer to any structure, improvement, building, or home constructed and located upon a Lot including any appurtenances and related structures or facilities.

Section 5. "Lake" shall mean that parcel of real estate encompassing the private lake within the Heron Lake PUD depicted in the site plan attached as Exhibit "B", which site plan was also appended to and part of the Heron Lake PUD Ordinance. The Lake is a body of water expressly reserved for the use and benefit of the Owners and Operators subject to the restrictions and regulations herein and the rules and regulations promulgated by the Developer from time to time. The actual legal boundary of the Lake shall be as determined and set forth in subsequently recorded documents and plats.

Section 6. "Lot" shall mean any of said platted tracts of land conveyed originally by the Developer or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots, upon which an Improvement may be erected in accordance with the restrictions hereinafter set forth.

Section 7. "Operator" shall mean any person, including tenants, operating a commercial enterprise within the Heron Lake PUD.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the plat, including contract purchasers, excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Resident(s)" shall mean any Owner or Operator who is currently satisfying said Owner or Operator's obligations in full for the fees and assessments set forth in Article VI, Assessments, below.

Section 10. "Restrictions" shall mean and refer to this Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Impressed Upon the Real Estate Comprising the Heron Lake PUD.

ARTICLE II

Heron Lake and Common Facilities

Section 1. Heron Lake Use and Enjoyment. Residents shall have a non-exclusive license to use and enjoy the Lake in accordance with these Restrictions and the rules and regulations regarding the Lake adopted and promulgated by the Developer.

Section 2. Heron Lake Watershed Responsibilities. To ensure proper conservation of the Lake as an asset for the benefit of the Owners, Operators, and the Developer, runoff, other than storm water runoff from any Lot, shall not be discharged into the Lake. Lot, dock and watercraft cleaning and maintenance as well as lawn and landscape maintenance, shall utilize the use of phosphorus free fertilizers, soaps and detergents. The discharge or disposal of any liquids, substances, waste or debris into the Lake is strictly prohibited. No Owner or Operator shall be permitted to place any non-native debris into the Lake or remove native debris from the Lake. No non-native materials are to be added to any beach or Lake bottom without the prior and express written consent of the Developer. No Owner or Operator shall pollute the Lake with human or animal urine or feces. More specific rules governing the conservation and use of the watershed shall be adopted and promulgated by the Developer to effect the purposes of this Article II, Section 2.

Section 3. Fishing. Fishing shall be permitted by Residents in a manner that promotes and balances reasonable conservation, safety and recreational enjoyment for the benefit and protection of the Owners, Operators, and Developer. Permitted activities include designated park space, shore line, marina and boat fishing, bow fishing and ice fishing. Prohibited activities include, but are not limited to, fishing utilizing large netting, multi-hook lines, powered spears,

chumming, chemical or electrical attractants or stimulants. No fish, no fish crustacean (such as freshwater lobster, crawfish or shrimp) or any filter feeding mollusks (such as clams and mussels) species or any other type of lake dwelling animal shall be introduced into the Lake by anyone other than the Developer. More specific rules governing fishing shall be adopted and promulgated by the Developer.

Section 4. General Watercraft and Personal Watercraft Regulations. The operation of watercraft by Residents in a safe and lawful manner shall be permitted on the Lake. The operation of watercraft shall be subject to applicable state and federal law and the rules and regulations promulgated and adopted by the Developer to effect the purposes of this Article II, including this Section 4. All watercraft speed between sunset and sunrise shall be the idle speed, unless the prior written approval of the Developer is obtained allowing for speeds in excess of idle speed at such times. Watercraft launching and retrieval is subject to inspection by Developer to prevent the introduction of exotic and/or invasive plant or animal species into the Lake. Any watercraft propelled by a combustible engine in excess of 200 horsepower is prohibited without the prior written approval of the Developer. The maximum speed for any watercraft on the Lake is 45 mph unless the prior written approval of the Developer is obtained allowing for speeds in excess of 45 mph. Powered watercraft shall be powered by a single engine. No watercraft shall discharge sewage or wastewater into the Lake. Excessive watercraft engine noise is strictly prohibited. Any watercraft, including houseboats intended for living, are prohibited on the Lake without the prior written approval of the Developer. Watercraft shall not operate within designated swimming areas located upon the Lake.

Section 5. Marinas. The use and enjoyment of the marina facilities for watercraft launching, slip and dock usage and refueling shall be restricted to Residents. Watercraft shall not operate in any marina area designated for swimming. The use and enjoyment of the marina facility shall be subject to rules and regulations promulgated and adopted by the Developer to effect the purposes of this Article II, including this Section 5.

Section 6. Piers and Other Beach and Water Line Structures. Residents who own lakefront (as defined in the Heron Lake PUD Ordinance) Lots may place a single dock into the Lake. The authorization, selection and placement of docks and any beach objects shall be subject to the rules and regulations promulgated and adopted by the Developer to effect the purposes of this Article II, including this Section 6. No dock or beach object shall be stored outside on any Lot. Docks and beach objects shall be stored indoors or in a storage space approved in writing by the Developer.

Section 7. Other Common Areas and Facilities. From time to time, additional Common Areas and facilities may be constructed by the Developer. Access to such Common Areas shall

be controlled and determined by the Developer pursuant to the rules and regulations promulgated and adopted by the Developer to effect the purposes of this Article II, including this Section 7.

ARTICLE III **Residential Use and Development**

Section 1. Pools and Hot Tubs. No above ground pool which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and eighteen (18) inches deep shall be placed or maintained on any Lot. No in ground swimming pool or hot tub or spa may be placed or maintained on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article V.

Section 2. Radio and Television Antennas. No outdoor radio or television antenna shall be attached to any residential Improvements. No free standing radio, television antenna, television receiving disk or dish shall be permitted on any residential Lot.

Section 3. Solar Panels. No solar panels attached or detached shall be placed on any Improvement or Lot without prior written approval of the Architectural Control Committee in accordance with Article V.

Section 4. Temporary Structures. No structure of a temporary character, tent, shack, garage, barn or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way within the Heron Lake PUD at any time, or used as a residence either temporarily or permanently.

Section 5. Accessory Structures. No detached accessory structures shall be placed on any Lot without prior written approval of the Architectural Control Committee in accordance with Article V. Accessory structures shall be substantially similar in appearance to the primary structure located on the Lot.

Section 6. Temporary Storage. Vehicles, such as a non-operational vehicle, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all-terrain vehicle (ATV), camper or camping trailer, may be stored for no more than fifteen (15) consecutive days or ninety (90) total days within a calendar year, on any Lot or adjoining any Lot within the Heron Lake PUD at any time. Nothing herein shall be construed to prohibit common vehicular storage, delivery, or construction support activities relating to constructing, repairing, or altering Improvements.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet, advertising such Lot for sale, or signs used by a builder to advertise such Lot during the construction and sales period.

Section 8. Driveways. All residential driveways from the street to the garage shall be asphalt, poured concrete, or masonry and not less than sixteen (16) feet in width.

Section 9. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lot in the Heron Lake PUD.

Section 10. Sidewalks. The Developer may place sidewalks on any residential Lot where reasonably necessary to accommodate pedestrian traffic with the Heron Lake PUD. Sidewalk construction shall be the responsibility of the Developer.

Section 11. Swing Sets and Play Equipment. No swing sets or play equipment shall be placed on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article V.

Section 12. Fencing. No fencing shall be placed on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article V. No fencing shall be allowed on Lake Yard (as defined in the Heron Lake PUD Ordinance) Lot lines.

Section 13. Improvements Exterior. All windows, porches, balconies and exteriors of all residential Improvements shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities or uses shall be permitted.

Section 14. Yard Lights. A yard light of type and location approved by the Architectural Control Committee may be installed by the builder or Lot Owner in front of the Road Yard or Lake Yard (as those terms are defined in the Heron Lake PUD Ordinance) building line.

ARTICLE IV **Commercial Use and Development**

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, 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, 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, commercial or private stables, camp ground, grain elevator, playground, and/or swimming pool (not part of a hotel).

Section 2. Radio and Television Antennas. No outdoor radio or television antenna shall be visible from the public roadway or attached to any commercial Improvements. No free standing radio, television antenna, television receiving disk or dish shall be permitted on any commercial Lot.

Section 3. Solar Panels. No solar panels attached or detached shall be placed on any Improvement or Lot without the prior written approval of the Architectural Control Committee in accordance with Article V.

Section 4. Temporary Structures. No structure of a temporary character, tent, shack, garage, barn or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way within the Heron Lake PUD at any time.

Section 5. Accessory Structures. No detached accessory structures shall be placed on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article V. Accessory structures shall be substantially similar in appearance to the primary structure. Accessory structures and uses shall be allowed which are subordinate, appropriate, and incidental to the permitted use of the primary structure.

Section 6. Accessory Uses. Permanent outdoor displays or storage areas, dumpsters, and trash compactors each must be surrounded by a combination of masonry wall or wrought iron fencing, or by a suitable substitute screening and buffering method as determined by the

Architectural Control Committee.

Section 7. Sidewalks. The Developer may place sidewalks on any commercial Lot where reasonably necessary to accommodate pedestrian traffic with the Heron Lake PUD. Sidewalk construction shall be the responsibility of the Developer.

Section 8. Mechanical Equipment. All Improvements shall screen all mechanical equipment, including roof mounted, to obscure pedestrian visibility.

Section 9. Fencing. No fencing shall be placed on any Lot without prior written approval of the Architectural Control Committee in accordance with Article V. No fencing shall be allowed on Lake Yard (as defined in the Heron Lake PUD Ordinance) Lot lines.

Section 10. Improvements Exterior. All exteriors of all commercial Improvements shall at all times be maintained in a neat and orderly manner.

Section 11. Building Façade and Trim. Facades that are greater than 35 feet in length, measured horizontally, shall incorporate columns, wall plane projections, or other architectural relief elements. No uninterrupted length of any façade shall exceed 35 horizontal feet.

ARTICLE V
Architectural Control

Section 1. Architectural Control Committee. The review and approval of Improvements shall be controlled by the Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) persons appointed by the Developer. The Architectural Control Committee members shall be subject to removal by the Developer at any time with or without cause. Any vacancies that may occur from time to time shall be filled appointments by the Developer.

Section 2. Approval of Improvements and Other Construction, Excavation, Landscaping, and Alterations. No improvement, construction, excavation, landscaping, fence, wall, swimming pool or spa, dock, pier, boat slip, or other structure shall be commenced, erected or maintained upon or about any Lot, nor shall any exterior addition to or change or alteration therein be made to the same unless and until plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee in accordance with the design standards and approval procedures adopted and promulgated by the Developer and/or Architectural Control Committee from time to time. In the event the Architectural Control Committee fails to approve or disapprove such improvements or other matters within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been duly complied with.

Section 3. Considerations for Review. The Architectural Control Committee shall consider the visual and physical impact of the proposed construction, excavation, landscaping, or exterior modification or alteration upon the surrounding Owners and Operators as well as the visual, physical, and ecological impact of the same on the Lake when reviewing submittals of plans under this Article V for approval. Further detail of construction methods shall be set forth in the design standards and approval procedures adopted and promulgated by the Developer and/or Architectural Control Committee from time to time.

Section 4. Responsibility. Neither the Developer nor the Architectural Control Committee, nor any member thereof, nor any of their respective shareholders, directors, members, managers, directors, officers, employers, agents, heirs, personal representatives, 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 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

problems 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 Architectural Control Committee or the Developer to recover any damages or to require the Architectural Control Committee to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Architectural Control Committee for review by the Architectural Control Committee, nor the approval thereof by the Architectural Control Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no Owner or Operator may claim any reliance upon buildings or structures described therein.

ARTICLE VI **Assessments**

Section 1. Assessments and Fees for Common Areas and Lake; Purpose of Assessments and Fees. The Developer shall levy assessments and charge fees to the Owners and Operators for the purpose of the installation, maintenance, repair, and/or replacement of the Common Areas, common stormwater and utility facilities, and the Lake and related facilities and for the privileges of use of the same. The amounts of such assessments and fees and their apportionment amongst the Owners and Operators shall be as reasonably determined by the Developer, shall be binding on the Owners and Operators subject to such assessments and fees, and shall be based upon the reasonable market rates for the installation, maintenance, repair, and/or replacement of the Common Areas and the Lake and granting of privileges of use of the Common Areas and Lake by the Developer.

Section 2. Rate of Assessment and Fees; Manner and Payment of Assessments and Fees. Assessments and fees shall be fixed by the Developer at a rate for all Owners and Operators taking into consideration use of the Lake and Common Facilities and the sizes of Lots and Improvements. Assessments and fees shall be assessed and collected in the time and manner determined by the Developer. Fees and assessments and the methods for calculating the same shall be detailed in publications adopted and promulgated by the Developer on an annual basis. The method of calculating such fees and costs may differ for Owners of commercial and residential properties in recognition of the distinct characteristics of such respective uses and Improvements.

Section 3. Increases in Assessments and Fees. Assessments and fees may not be increased each year more than eight percent (8%) above the assessments and fees from the prior year without the written assent of the majority of the Owners and Operators. Notwithstanding the foregoing, such an increase in the assessments and fees affecting only Operators shall only

require the assent of a majority of the Operators hereunder. Likewise, such an increase in the assessments and fees affecting only Owners who are not Operators shall only require the assent of a majority of Owners who are not Operators hereunder.

Section 4. Effect of Nonpayment of Assessments and Fees: Remedies of the Developer. Any assessment or fee not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Developer may bring an action at law against the Owner or Operator obligated to pay the same and may suspend any such non-paying Owner's or Operator's rights to use and enjoy the Common Areas and Lake. In addition, delinquent assessments and fees shall become a lien against the Lot of a non-paying Owner and the Developer may file a notice lien against any Lot in the amount of the unpaid fees and assessment (and any other cost and expense, including reasonable attorney's fees incurred by Developer, to which Developer may be entitled in these Restrictions as a result of such nonpayment of assessments and fees) and may foreclose on the same in a court of competent jurisdiction.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessments and fees shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII **General Provisions**

Section 1. Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on plats within the Heron Lake PUD, as the same may be executed and recorded with the Recorder of DeKalb County, Indiana, from time to time. Additionally, such easements may also be established by other written and recorded instruments. No Owner or Operator shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Heron Lake PUD). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables.

Section 2. Surface Drainage. The land surface of any Lot shall be constructed and maintained so as to conduct the flow of surface water runoff to common storm facilities.

Section 3. Maintenance of Lots and Improvements. No Lot and no Improvements shall be permitted to become overgrown, unsightly or to fall into disrepair. All Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Architectural Control Committee. Each Owner and Operator, for himself/herself and his/her successors and assigns, hereby grants to the Developer, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the Architectural Control Committee to carry out the intent of this provision and they further agree to reimburse the Developer for any expenses actually incurred in carrying out the foregoing..

Section 4. Nuisances; Prohibited Uses. The Lots shall be landscaped according to plans approved by the Architectural Control Committee. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping, as approved in writing by the Architectural Control Committee, shall be installed no later than one hundred eighty (180) days following occupancy of or completion of the Improvements, whichever occurs first.

Section 5. Drilling, Refining, Quarrying and Mining Operations. Except for the current aggregate mining operations associated with the development of the Heron Lake PUD, no oil, gas, or mineral drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 6. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No animal(s) shall be allowed to become a general nuisance. Pets shall be leashed at all times when walking throughout the Heron Lake PUD.

Section 7. Hunting, Trapping, and Weapons. Hunting is strictly prohibited. The recreational use of any firearms is also strictly prohibited. For purposes of these Restrictions, recreational use of bow and arrow by Owner on Owner's Lot is permissible, subject to the utilization of appropriate safety precautions. Trapping for sport is prohibited. Trapping for household rodent control is permitted. Any other form of trapping is prohibited, with the specific exception of professionally-licensed trapping for the removal of animal pests other than household rodents. Rules governing hunting, trapping and weapons shall be promulgated and adopted by the Developer from time to time.

Section 8. Vehicles. Vehicles that may be lawfully operated on public roadways in the State of Indiana may be lawfully operated on the public streets located within the Heron Lake PUD. Owners' and Operators' authorized operation of vehicles upon any property owned by the Developer shall be limited to golf carts, mobility scooters, manually powered vehicles and pedestrian vehicles. Use of ATVs, VTVs, off-road 2-wheeled vehicles, motorcycles and track vehicles for recreational purposes is prohibited without the prior written consent of the Developer. More specific rules governing permitted vehicles and the utilization of such vehicles shall be promulgated and adopted by the Developer from time to time.

Section 9. Work Vehicles and Watercraft. Developer shall be permitted to utilize any type of vehicle, equipment and/or watercraft within and throughout the Heron Lake PUD to undertake and complete any construction, repair, maintenance and/or replacement of any Developer-owned or controlled assets or property and to meet its oversight, monitoring and compliance enforcement obligations as set forth in these Restrictions and/or rules and regulations promulgated and adopted by the Developer from time to time.

Section 10. Fireworks. Fireworks may be utilized only in accordance with applicable local, state and federal law. In addition, rules governing the use of fireworks shall be promulgated and adopted by the Developer from time to time.

Section 11. Fires. No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted to burn upon any street roadway or Lot. No outside incinerators shall be kept or allowed on any Lot. Outdoor recreational fires shall be contained within rings, pits, or other structures and permitted under applicable City of Auburn, Indiana ordinances, guidelines, or requirements. In addition, the Developer may promulgate and adopt rules and regulations from time to time governing the use of outdoor recreational fires.

Section 12. 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 13. Building Materials. All Improvements and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. Building material restrictions, design guidance, and approved materials shall be in the design standards and approval procedures adopted and promulgated by the Developer and/or Architectural Control Committee from time to time. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

Section 14. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to the Developer and any public or quasi-public utility company engaged in supplying one or more of the utility services, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) and/or other required utilities with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 15. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as roof water, ground water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the sanitary sewage system, which shall be a separate sewer system from the storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned storm water and surface water runoff sewer system.

Section 16. Permits and Certificates. In addition to any approvals or consents of the Architectural Control Committee pursuant to Article V, above, before any Improvements located on any Lot may be constructed, used, or occupied, such user or occupier shall first obtain all necessary governmental permits and approvals.

Section 17. Identification for Facilities Use. The owner of any vehicle, watercraft and/or beach objects utilized within the Heron Lake PUD shall affix a Developer-issued identification tag or sticker to such vehicle, watercraft and/or beach object. Identification tags or stickers shall be issued on an annual basis and conditioned upon the full payment and satisfaction of assessments and/or dues due and owing to Developer from any person required to obtain such identification or sticker. The rights and responsibilities associated with identification tags and stickers and the use, location and placement of identification tags or stickers shall be set forth in the rules and regulations promulgated by the Developer.

Section 18. Storage Areas. Garbage and refuse shall be placed in containers which shall be concealed and contained within the Improvements. Firewood must be placed adjacent to the Improvements behind a visual barrier screening this area so that it is not visible from neighboring streets or Lots. The location and screening of this area must be approved in writing by the Architectural Control Committee.

Section 19. Mailboxes and House Numbers. The mailbox installation shall be the responsibility of the Developer. The type, location, and installation of house numbers must be approved by the Architectural Control Committee.

Section 20. Time for Building Completion and Restoration. Every Improvement on any Lot shall be completed within twelve (12) months after the beginning of such construction. No Improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage, with either demolition and cleaning of such Lot or commencement of reconstruction or repair occurring before the expiration of such time period.

Section 21. Rules and Regulations. The Developer may adopt and promulgate rules and regulations reasonably necessary to effect the intent and purpose of these Restrictions. Such rules and regulations may be amended, restated, or revoked in whole in part, by the Developer from time to time in the Developer's discretion. The Developer shall maintain written copies of the current rules and regulations in electronic form and such rules and regulations will be made available to an Owner or Operator within a reasonable time upon request. Additionally, the Developer shall have the right to enforce any and all such rules and regulations in the same manner and with the same remedies as enforcement of these Restrictions. Such remedies may include, but are not limited to, (i) payment of damages to the Developer and/or (ii) the imposition of monetary fines and penalties at rates and amounts set by the Developer in writing from time to time. Such damages, monetary fines, and penalties shall become a lien and may be collected in the same time and manner as assessments and fees in Article VI.

Section 22. Invitees and Licensees. Owners and Operators shall be obligated to and liable for the performance of all of the obligations and liabilities set forth in these Restrictions for any such Owners and/or Operators' invitees and licensees entering upon the Heron Lake PUD.

Section 23. 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 24. Covenants, Restrictions and Extensions; Necessary Zoning and Development Approvals. These Restrictions shall run with the land, 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 owners of not less than a majority of the real estate, including Common Areas and the Lake, within the Heron Lake PUD. Further, the Developer, its successors or assigns shall have the exclusive right for a period of five (5) years from the date of recording of these Restrictions to amend any of the Restrictions. In addition, every Owner hereby designates the Developer as its attorney-in-fact to sign and file any and all variance, special exception, platting, rezoning, and similar land use, zoning, and planning applications and

requests on behalf of every such Owner as the Developer deems necessary for the ongoing use and development of the Heron Lake PUD. Notwithstanding the foregoing, the Owners of no less than two-thirds (2/3) of the Lots may amend these Restrictions to the extent that such amendment affects only areas within any of the Lots and does not affect real estate within the Heron Lake PUD located within any of the Common Areas or Lake. Any amendments to these Restrictions affecting the Lake or the Common Areas shall require both the Owners of no less than two-thirds (2/3) of the Lots *and* the Developer. There shall be one (1) vote per Lot for purposes of assent to an amendment of these Restrictions regardless of the number of persons owning any such Lot.

Section 25. Subdivision of Lots. A Lot may not be further subdivided unless approval has been obtained from the Developer and the City of Auburn Plan Commission.

Section 26. Cost and Attorney's Fees. In any proceedings arising because of the failure of an Owner or Operator to observe any of these Restrictions, including, but not limited to, payment of any assessments, fees, or other amounts due pursuant these Restrictions, or any rules and regulations adopted by the Developer pursuant to Article VII, Section 19, above, or other sections of these Restrictions, as each may be amended from time to time, The Developer shall be entitled to recover its costs and expenses, including its reasonable attorney's fees from such Owner or Operator.

Section 27. Annexation. Additional properties may be annexed by Developer and made subject to these Restrictions. Said annexation may be perfected without the consent of the Owners and Operators.

[signature and notary page follows]

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 the Heron Lake Planned Unit Development, has hereunto set its hand and seal, by its duly authorized officer, this _____ day of _____, 2017.

HERON DEVELOPMENT, LLC
an Indiana Limited Liability Company,

By: _____
Stephen D. Brown, Manager

STATE OF INDIANA
":
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Stephen D. Brown, known by me to be the 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 _____ day of _____, 2017.

My Commission Expires:

Notary Public
Printed: _____
County of Residence: _____

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

EXHIBIT A

Legal Description of Real Estate Comprising the Heron Lake PUD

EXHIBIT B

Site Plan Depiction of Lake