DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED TO AS PART OF THE DEDICATION AND PLAT OF MAKARIOS PLACE, SECTION I, A SUBDIVISION OF CEDAR CREEK TOWNSHIP, ALLEN COUNTY, INDIANA

Leo Holdings LLC Indiana limited liability company, hereby declares that it is the Owner and Developer of real estate which includes Makarios Place, 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. The Subdivision shall be known and designated as Makarios Place, a Subdivision in Leo, Cedar Creek Township, Allen County, Indiana.

The 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 Makarios Place, 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 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 1 thru 38, inclusive; and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

PREFACE

Makarios Place, is a portion of a tract of real estate which has been and will be ultimately subdivided into approximately thirty-eight (38) residential Lots, all to be included in and known as Makarios Place. After the recordation of the plat of Makarios Place, there will be filed Articles of Incorporation for Makarios Place Association Inc. inclusive, in Makarios Place, and that all Owners of Lots in Makarios Place will be members of the community association known as Makarios Place Association Inc, and shall be bound by the Articles of Incorporation and By-Laws of those corporations, as the case may be.

It shall be the obligation of Makarios Place Association Inc to make provision for the maintenance of the common areas designated on the face of the Plat, and the common areas in all sections of Makarios Place.

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

ARTICLE 1

Definitions

The terms hereinafter set forth shall have the following meanings:

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

Section 2. "Association" shall mean and refer to Makarios Place Association Inc, its successors and assigns.

Section 3. "By-Laws" shall mean the By-Laws initially adopted by Makarios Place Association Inc, and all amendments and additions thereto.

Section 4. "Common Area" shall mean all real property owned by or intended to be turned over by the

Developer to the Association for the common use and enjoyment of the Owners in the Subdivision, as shown on the respective plat of each section of said Subdivision, and as may be added in accordance with Article II, Section 3 of these Restrictions.

Section 5. "Developer" shall mean Leo Holdings LLC, an Indiana limited liability company, its assigns, successors or successors in interest, and any person, firm or corporation designated by it or its said successor or successor in interest.

Section 6. .“Builder”. An individual or entity who is licensed to build single-family residential dwellings in the county in which the subdivision is located and is the Owner of a Lot in the Subdivision.

Section 7 . "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

Section 8. "Lot" shall mean any of said Lots in Makarios Place, as platted or any tract of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots, upon which a dwelling may be erected in accordance with the restrictions hereinafter set forth. PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "Lot" unless said tract of land has a minimum of fifty (50)feet width at the established building line as shown on the plat.

Section 9. "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 sellers, excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions,Covenants, Limitations, Easements and Approvals appended to as part of the Dedication and Plat of Makarios Place.

Section 11. "Subdivision" shall mean Makarios Place and all of its various sections, a Subdivision located in Cedar Creek Township, Allen County, Indiana.

ARTICLE 2

Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against said Owner's Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction by said Owner, or the Owner's family, tenants, contract purchasers or invitees of its published rules and regulations after hearing by the Board of Directors of the Association;

The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two thirds (2/3) of each class of members of the Association agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, said Owner's right of enjoyment to the Common Area and facilities to the members of his/her family, his tenants, or contract purchasers who reside on the property.

Section 3. Additions to Common Area. The Developer reserves the right so long as Class B members of the Association exist, to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

Section 4. All Blocks, Beside Block B will be assigned over to HomeOwners Association and classified as "Common Area". Block B will remain legal ownership of developer Leo Holdings LLC and its members..

Section 5. Every lot owner inside Makarios Place Subdivision shall have the right and easement

of enjoyment to walk on Block C to the edge of the said property.

ARTICLE 3

Architectural Control

No building, improvement, construction, excavation, fence, wall, swimming pool or spa, exterior lighting, swing set, play equipment, statues, lawn ornaments or other non-living landscaping... ornamentation device, or other structure shall be commenced, erected, altered or maintained upon any Lot, nor shall any exterior addition to or change or alteration of any Dwelling Unit be made until one (1) set of 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 as to (1) harmony of external design and location in relation to surrounding structures and topography, and (2) the standards and guidelines established by the Architectural Control Committee from time to time. All approvals shall be requested by submission to the Architectural Control Committee of plans and specifications in duplicate, showing the following:

The Dwelling Unit, and other improvements, access drives, and other improved areas, and the locations thereof on the site;

All exterior ornamentation;

Plans for all floors and elevations, including projections and wing walls;

Swing sets, playsets, basketball hoops, and play equipment;

Walls, fencing, and screening;

Patios, decks, pools, and porches.

Neither the Developer, the Architectural Control Committee, the Association, nor any member, officer or director thereof, nor any of their respective 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 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 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 Committee, the Association, or the Developer to recover any damages or to require the Committee or the Developer 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 Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building of structure herein described, and not the buildings or structures described therein. adjacent Lot Owners may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

The original Architectural Control Committee shall consist of three (3) members: Justin Kuhn, Heather Kuhn, and Carrie Jo Haas. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The Developer shall serve as the Architectural Control Committee until residences are constructed on all Lots in the Subdivision at which time the Board of Directors of the Association shall serve as the Architectural Committee. In the event said Board, or the Architectural Control Committee, fails to approve or disapprove such design and location 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 satisfied.

ARTICLE 4

Membership and Association Control

Section 1. Organization. There has been organized in connection with the development of Makarios Place, and its various sections, an incorporated not-for-profit association known as Makarios Place Association Inc (the "Association").

Section 2. Membership and Voting Rights. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. Classes of Membership. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, exclusive of the Developer & Builder. Owners shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B member(s) shall be the Developer, and shall be entitled to thirty-eight (38) votes for each Lot owned in the Subdivision. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

When title to all lots in all sections of the Subdivision has been conveyed, or

On December 31, 2033.

Section 4. Membership Transfer. Membership in the Association will transfer from the Developer or its successor in interest to the Owner upon delivery of the Deed to Owner's Lot.

Section 5. Continuing Memberships. The Owner of any Lot shall continue to be a member of the Association so long as such Owner continues to be the Owner of a Lot for the purpose herein mentioned. Membership shall pass with the transfer of title to the Lot.

Section 6. Transfer of Membership Rights and Privileges in the Association. Each Owner, and in lieu thereof, (and with the written consent of such Owner to the Association) each lessee of a Lot shall be a member of the Association and have the right to the Owner's vote and privileges. Membership, where assigned to a lessee, will pass with the lease, except if the Owner withdraws his/her consent in writing to the

Association. The Owner may withdraw his/her membership assignment to any lessee in his/her discretion by issuing a sixty (60) day notice in writing to the Association. No assignment of membership shall relieve an Owner of the Lot from the obligation to pay any assessment authorized by these Restrictions.

Section 7. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Developer (or any builder temporarily exempted from assessments by the Developer), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments; (2) special assessments; (3) Club assessment (if applicable); and (4) Tax Recoupment Assessment. Such assessments shall be established and collected as hereinafter provided. The annual, special, Club and Tax Recoupment assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 8. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the owners in all sections of Makarios Place, including, but not limited to, the improvement and maintenance of the Common Area, maintenance of street lighting, maintenance of mailboxes and mailbox stands, maintenance of the sprinkling system situated on the Common Area, stormwater detention basins, outlet pipes and water level control structures, and removal of snow from the streets.Each assessment, along with interest, costs, and reasonable attorney fees, shall be the personal responsibility of the Lot Owner at the time the assessment is due. However, the Developer retains the full and unrestricted right to grant temporary exemptions from the obligation to pay these assessments to Builders acting as Lot Owners.

These temporary exemptions will cease under the following conditions: (i) three years after the Developer accepts a deed; upon the Builder transferring the title of the Lot to another party, although the Developer may provide a temporary exemption to the new owner if they are also a Builder or holding the Lot for sale; or when a residence on the Lot is occupied by residents.

Section 9. Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seven Hundred Ninety-five and 00/100 Dollars ($795.00) per Lot.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may not be increased each year more than eight percent (8%) above the maximum annual assessment for the prior year, without the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum without the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

Section 10. Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, (1) the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; (2) any budget shortfall; or (3) emergency need of the Association, provided that any such assessment shall have the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

Section 11. Notice and Quorum for Any Action Authorized Under Section 9 and 10. Any action authorized under Sections 9 and 10 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite fifty-one percent (51%) of each class of members, members who were not present in person or by proxy may give their assent in writing, providing the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 12. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or yearly basis as the Board of Directors may determine from time to time. However, lots owned by Developer upon which there is no residence constructed and Builders are granted a temporary exception and shall not be subject to annual or special assessments

Section 13. Date of Commencement of Annual or Club Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots (excepting Lots owned by the Developer) on the date of the close of escrow on the sale of the Lot after the original recording of these Restrictions with the Recorder of Allen County. The Club Assessment, as hereafter defined, shall be assessed initially after an Occupancy Permit
has been secured and the unit has not been declared a model or a spec unit by the builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 14. Tax Recoupment Assessments. In addition to all other assessments provided for in this Article, the Association may levy in any assessment year, an assessment ("Tax Recoupment Assessment") applicable to that year only for the purpose of defraying, in whole or in part, any cost or expense incurred by the Association in the form of a tax, and/or penalty and/or interest on a tax imposed upon, assumed by or assessed against the Association or its properties, and arising out of or in any way related to the acceptance of title to, the ownership of and/or operation or maintenance of any plant or equipment (including utility lines, lift stations and other property) for the transmission, delivery or furnishing of water, or for the collection, transmission and disposal of liquid and solid waste, and sewage, and/or the ownership of any real estate or easements or other rights with respect to real estate owned and/or possessed in connection with such plant or equipment.

Section 15 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment (Annual, Special, or Tax Recoupment) 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 Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. In any successful action, the Association shall be entitled to recover all of its costs and expenses, including attorney's fees. No Owner may waive or otherwise escape liability for the Lot. assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

Section 16. Subordination of the Lien to Mortgages. The lien of the assessments 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 5

General Provisions

Section 1. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied, such user or occupier shall first obtain from the Leo Cedarville Zoning Administrator or Leo Cedarville Plan Commission, or its successor agency, an Improvement Location Permit and a Certificate of Occupancy as required by the Leo Cedarville Zoning Ordinance.

Section 2. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install improvements serving such Lot as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, by the Association, or by any aggrieved Lot Owner in this Subdivision.

Section 3. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot shall be completed within twelve (12) months after the beginning of such construction. No improvement which has partially or totally destroyed by fire, or otherwise, shall be allowed to remain in such a state for more than six (6) months from the time of such destruction or damage.

Section 4. Residential Purposes. No Lot shall be used except for residential purposes. No dwelling shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height. Each dwelling shall include an attached three-car garage and basements may be constructed as a part of the dwelling.

Section 5. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation. The Developer has exclusive authority to authorize a Builder to use a home on any Lot as a model for selling homes in the Subdivision, whether already constructed or planned. Additionally, the Developer has sole discretion over the approval of outdoor signage and flag poles related to the Builder's model home

Section 6. Building Sizes. No Dwelling Unit shall be built on any Lot having the living area of the main structure, exclusive of one-story open porches, breezeways or garages of less than 1,750 square feet for one-story dwelling, 2000 square feet for 1 1-2 story nor less than 2,250 square feet for a two (2) story dwelling. Unless plans are approved in writing by the Architectural Committee. **All lots must have Architectural Committee Approval in writing before construction of the Home.**

Section 7. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. The front elevation of any Dwelling in the Subdivision directly facing a public street shall have natural materials such as constructed of all natural materials with the exception that some man made materials may be approved by the Architectural Control Committee. Homes on lots 27, 28, 29 are classified as two front elevations facing the street. No Vinyl siding on fronts of Home, excluding Vinyl Shake Siding and Vinyl Board and Batten. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure on any Lots of said Subdivision and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surroundings and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled. All windows and doors, on all sides of dwelling, to be framed with trim material. If vinyl is being used on the back or sides, J-channel should be against trim and not directly against windows or doors. No dwelling shall be with vinyl windows or patio doors. All dwellings must be constructed with a minimum overhang of 12" (inches) or more for eaves and 8" (inches) or more for rakes. Should the architectural style of home require a less overhang, It will need approval from the Architectural Committee.

Section 8. Garages. All Dwelling Units must have a three-car attached garage or be a minimum size of 775 sq ft.

Section 9. Outbuilding: Any outbuilding is classified as any building not permanently connected to the Home. Outbuildings must be built in a manner to match Home, All buildings must have a concrete floor with footer. All buildings must be built on site and meet Leo Cedarville Ordinances per size requirement. No outbuilding to be built smaller than 256 sq ft.

Section 10. Temporary Structures and Storage. No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all-terrain vehicle (ATV), camper or camping trailer, detached basement, tent, shack, detached 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 with the Subdivision at any time, or used as a residence either temporarily or permanently.

Section 11. Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within the Dwelling Unit. Firewood must be placed adjacent to the Dwelling Unit behind a visual barrier screening this area so that it is not visible from neighboring streets. The visual barrier screening and the area to be used must be approved by the Architectural Control Committee.

Section 12. Ground Elevation.

All buildings shall be built with an exterior ground elevation at least 1 foot, but no more than 5 feet above the top of the roadway curb. Unless approved by the Architectural Committee.

Section 13. Fencing. All proposed fencing must be submitted to and approved by the Architectural Control Committee in writing in accordance with Article III herein and such proposed fencing must be in compliance with all Leo Cedarville Zoning Ordinances. Fences must not block the view of any pond from neighboring lot owners. All fencing shall be of the same style and look throughout Makarios Place Subdivision. Fencing shall be of a black aluminum material and height will be considered on an individual lot basis.

Section 14. Additions Any additions to Home after Home is built must be approved by the Architectural Control Committee.

Section 15. Building Setback. No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line or the rear property line than the minimum building setback lines shown on the recorded plat. In any event, no Dwelling Unit or any improvements or structures shall be located nearer than a distance of thirty (30) feet to front property line. In any event, no Dwelling Unit or any improvements or structures shall be located nearer than a distance of seven (7) feet to a side Lot line, No Dwelling Unit or any improvements or structures shall be located nearer than a distance of twenty (25) feet to a rear property line.

Section 16. Minimum Lot Size. No Dwelling Unit shall be erected or placed on any Lot having a width of less than fifty (50) feet at the minimum building setback line, nor shall any Dwelling Unit be erected or placed on any lot having an area of less than 9,000 square feet.

Section 17. Driveways. All driveways from the street to the garage shall be poured concrete or masonry and not less than eighteen (18) feet in width.

Section 18. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used to supply homes in this Subdivision. Water Supply

System(well) used for irrigation only purposes are allowed but must be approved with the Town of Leo-Cedarville and meet local Ordinances.

Section 19. Geothermal Systems.

19.1. An Owner whose Lot is immediately adjacent to Common Area containing a retention or detention pond shall have the right to install and maintain the following described types of geothermal heating and cooling systems ("Systems") to service the Dwelling Unit located on the Lot, and the right to use the Association property described below.

19.1.1. A System with a closed loop heat exchanger designed to use retention or detention ponds located in Common Areas adjacent to such Lot.

19.1.2. A System which uses and discharges well water from the System into

retention or detention ponds located in Common Areas adjacent to such Lot.

19.2. Any Systems so installed must:

19.2.1. Satisfy regulations of the Indiana Department of Natural Resources, and all applicable federal, state, and local laws, ordinances, and regulations.

19.2.2. Satisfy reasonable requirements of Leo Cedarville or other applicable governmental agency regarding surface water drainage and erosion control; and obtain written approval from The Association.

19.2.3. Be installed according to approved guidelines of, and by technicians certified by, the International Ground Source Heat Pump Association.

19.3. Any Owner using Common Area owned by the Association for the purpose described in Section 20.1 agrees to be responsible for and shall indemnify and hold the Association harmless from and against all claims,
losses, damages, and judgments (including reasonable attorney fees and litigation expenses) caused by, or resulting from, the Owner's use of Association property connection with the Systems.

Section 20. Pools and Hot Tubs. No above ground pool, regardless of size, 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 such proposed in ground pool or hot tub must be in compliance with all Leo Cedarville Zoning Ordinances. Any Sunshade or Pool Cabana Structure must be approved by the Architectural Control Committee.

Section 21. Swing Sets and Play Equipment. No swing sets, basketball hoops, or play equipment will be permitted on any Lot without prior written approval from the Architectural Control Committee.

Section 22. Mailboxes. The type, location, and installation of mailboxes will be the responsibility of the Developer. Developer shall install CBU mailbox units in an area acceptable to Leo Postmaster. CBU unit maintenance is the responsibility of the Association.

Section 23. Yard Lights. A dusk to dawn light (or gas light) of type and location approved by the Architectural Control Committee shall be installed by the builder or Lot Owner on each Lot in front of the

front building line and shall at all times be maintained and operational. Lights are to be set on a 24 inch wide by 24 inch wide by 32 inch tall base which is to consist of natural painted materials such as Hardie-board, cement board, etc.

Section 24. 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 in this Subdivision. No outside incinerators shall be kept or allowed on any Lot.

Section 25. Sidewalks. Plans and specifications for this subdivision on file with the Leo Cedarville Plan Commission require the installation of five (5) foot wide concrete sidewalks, within the street rights-of-way in front of all Lots. Installation of said sidewalks shall be the obligation of the Owner of any such Lot, exclusive of the Developer, shall be completed in accordance with said plans and specification and prior to the issuance of a Certificate of Occupancy for any such Lot and the cost of said installation shall be a lien against any such Lot enforceable by the Leo Cedarville Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the Developer, said individual or corporation shall be considered an Owner for the purposes of the enforcement of this covenant.

Section 26. 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.

(a) Animals and pets shall be restricted to cats, dogs, fish, domestic birds, hamsters, gerbils, turtles, guinea pigs, and rabbits. No other animals shall be allowed or suffered in the Subdivision. All pets must be housed inside the pet owner's home.

(b) All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Indiana.

(c) When outside of the Dwelling Unit, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No Cats or dogs shall be permitted to run at large outside the Dwelling Unit. This shall not prohibit a cat or dog from being maintained without a leash or other restraint within any enclosed privacy area of the Dwelling Unit in which the dog or cat resides and/or is maintained.

(d) The owner/custodian of the animal or pet shall remove his or her animal or pet from the Subdivision when such animal or pet emits excessive noise such that the same may be heard outside the Dwelling Unit.

(e) The pet/animal owner and the Unit Owner of the Unit involved shall be strictly liable for damage caused to the Common Area by the pet/animal and shall remove all animal waste from any areas within the subdivision, common areas, and lots.

Section 27. Landscaping. 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 shall be installed no later than one hundred twenty (120) days following occupancy of or completion of the Dwelling Unit, whichever occurs first. All lots once a home is built is to follow Town of Leo- Cedarville Landscaping standards. Landscaping shall be required on all sides of the home,

All trees planted must be at least one and one-half inch (1 1/2") caliper trees. Any trees planted to meet the Landscaping Standards must be replanted if the tree ever dies or becomes diseased within one (1) year. A minimum of two deciduous canopy trees to be planted in the Front Yard and one deciduous canopy tree to be planted in the Side or Rear Yard of the Lot.In the event landscaping is not completely installed within One Hundred Twenty (120) days from completion,the Developer shall have the right to install such landscaping and assess the cost of the landscaping and installation to the lot owner.

Section 28. Ground Elevation.

All buildings shall be built with an exterior ground elevation at least 1 foot, but no more than 5 feet above the top of the roadway curb. Unless approved by the Architectural Committee.

Section 29. Vehicle Parking

Under no circumstance should vehicles be parked along the public street in the subdivision. Parking for guests and invitees of the owner is permitted for a maximum period of 48 hours. Absolutely no parking in any Cul De Sac during East Allen County School hours of 6:30 am to 5:00 pm.

Section 30. Lawn Furniture and Grills

Lawn furniture and grills may be placed in the backyard only and must fit on the backyard concrete patio or deck.

Section 31. Street Lights

The Town of Leo-Cedarville, upon acceptance of the public streets in the plat, will pay for electricity provided to the street lights. The street lights shall be installed by the Developer. Once installed and accepted, the maintenance and repair of the street lights including but not limited to lamp replacement, is the responsibility of the Association.

Section 32. Street Signs

The Developer shall install the street identification signs and traffic control signs (such as stop and speed limit signs)before the streets are accepted by the town. Once the streets are accepted by the Town, the Town will replace damaged streets and traffic control signs, but only with the standard signs approved by the town. If the Association wants a different style of street identification or traffic control sign from the Town standard. It shall be at the Association's expense. The Plan Commision will determine where traffic control signs are to be located, and then initially installed by the developer before the street is accepted by the town.

Section 33. Snow Removal

The Town will only provide snow and ice removal to public streets in the plat that have been accepted by the Town. Nothing shall prevent the Association from contracting with a private snow and ice removal company or person should it choose to do so.

Section 34. Improvements within Street Right of Way

The Town is not responsible for damage to any private residential improvements or landscaping within the public right of way, including but not limited to lawn irrigation.

Section 35. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless seventy five percent (75%) of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Leo Cedarville Plan Commission.

Section 36. Dwelling Unit Exterior. All windows, porches, balconies and exteriors of all Dwelling Units shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted

Section 37. Nuisances. No noxious or offensive activity may be carried upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. 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.

Section 38. 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 39. Radio and Television Antennas. No radio or television antenna shall be attached to any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish that exceeds two (2) feet in diameter shall be permitted on any Lot or on any Dwelling Unit. No solar panels attached or detached shall be permitted.

Section 40. Utility and Drainage Easements. Easement for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No Owner of any Lot 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 Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. All easements for public and municipal utilities and sewers as dedicated on the face of the plat shall be kept free of all permanent structures and any structure, shrubbery, trees, or other installation thereon, whether temporary or permanent, shall be subject to the paramount right of the entities for which such easements are intended to benefit, to install, repair, maintain or replace their utility or sewage facilities. The removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them in damages or to restore the obstruction to its original form. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes.

Section 41. Surface Drainage. Easements and Common Areas used for drainage purposes as shown on the plat and lot swales, and water quality features, and storm water detention basins located within easements and Common Areas shown on the plat shall be used for drainage purposes are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed and operable. It shall be the responsibility of a homebuyer or such homebuyer's builder to inspect rear and side swales for positive drainage conditions prior to the purchase or transfer of a Lot. The Association shall be responsible for the maintenance of stormwater detention basins. The Developer shall be relieved of any responsibility or liability for the repair of the swales on a Lot following the sale or transfer of the Lot to, in cases where the builder or homeowner has made alterations to the grade that affect the swales.

Section 42. Wetlands Areas. No person shall make or allow, any alteration, improvement, or disturbance in, to or about the soils, vegetation, or hydrology of the delineated wetland without first obtaining the express written consent in the form of a 401 Water Quality Certification from IDEM. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable laws and regulations of the State of Indiana. Alteration, improvement, or disturbance in, to or about soils, vegetation, or hydrology without express written consent of IDEM will result in enforcement action against the responsible party by IDEM.

Section 43. Maintenance of Lots and Dwelling Units. No Lot and no Dwelling Unit shall be permitted to become overgrown, unsightly or to fall into disrepair. All Dwelling Units 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. The Owners of Lots Numbered 1 through 38, inclusive, for himself/herself and his/her successors and assigns, hereby grants to the Association, 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 Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments pursuant to Article IV, above, and such amounts shall become a lien upon the Lot and be subject to the same collection rights and remedies granted to the Association in Article IV. The Owners of Lots Numbered 1 thru 38, inclusive, for himself/herself and his/her successors and assigns, hereby grants to the Association, 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 Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments pursuant to Article V, above, and such amounts shall become a lien upon the Lot and be subject to the same collection rights and remedies granted to the Association in Article V.

Section 44. Drilling, Refining, Quarrying and Mining Operations. No oil drilling, 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 45. 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, the Association and any public or quasi-public utility company engaged in supplying one or more of the utility services 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) 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 46. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as roof 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 47. Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots shall be owned by the same person, and such Owner shall desire to use two (2) or more of said Lots as a site for a single Dwelling Unit, said Owner shall apply in writing to the Architectural Control Committee or Board of Directors of the Association for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit. Notwithstanding the foregoing, each of the Lots constituting the site for such a single Dwelling Unit shall remain as individual Lots for purposes of all assessments permitted by the terms of these Restrictions. As such, the Owner will be assessed for each Lot used as a site for a single Dwelling Unit.

Section 48. Enforceability. The Association, any Owner and the Developer shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association, or the Developer 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.

Section 49. Right of Entry. The Developer, the Architectural Control Committee, and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purpose of determining whether or not the provisions of these restrictions are being complied with and exercising all rights and powers conferred upon the Developer, the Architectural Control Committee, and the Association with respect to the enforcement or correction or remedy of any failure of the Owner to observe these restrictions, and the Developer, the Architectural Control Committee, and the Association and such representatives shall not be deemed to have committed a trespass as a result thereof. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five (5) days prior to such entry.

Section 50. Partial Invalidation. If any one of these Restrictions is invalidated by a judgment or court order, it shall not impact the validity of the remaining provisions, which will continue to be in full force and effect.

Section 51. Covenants, Restrictions and Extensions. The covenants and restrictions herein contained 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 not less than seventy-five percent (75%) of the Lot Owners, and provided further, the Developer, its successors or assigns shall, with the approval of the Leo Cedarville Plan Commission, have the exclusive right for a period of three (3) years from the date of recording of these Restrictions to amend any of the Covenants and Restrictions.

.

Section 52. Cost and Attorney's Fees. In the event the Association or Developer, is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, assessment or charge now or subsequently imposed by the provisions of these Covenants, they shall be entitled to recover from the party against whom the proceeding was brought, the attorney fees and related costs and expenses incurred in such proceeding.

Section 53. Annexation. Additional properties may be annexed by the Developer and made subject to this Declaration. Said additional properties may be developed for single family residences. Said annexation may be perfected without the consent of the Owners.

Section 54 Flood Protection Grade.

The minimum flood protection grades referenced below shall establish the minimum sill or window opening to the structure. In order to minimize potential damages from surface water, flood protection grades (FPG) are established as set forth on the attached plat as follows:

All Dwelling Units to be constructed on the Lots designated herein shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum

sill elevation of any opening below the first floor as shown on the recorded plat of this Subdivision. All Dwelling Units shall be constructed in accordance with the current FEMA regulations.

LOT #	**MINIMUM FLOOD GRADE PROTECTION**
14	**790.0**
15	**790.0**
16	**790.0**
17	**790.0**
22	**790.6**
23	**790.6**
24	**790.0**
25	**790.0**
26	**790.0**
27	**790.0**
28	**790.0**
30	**790.0**
31	**790.0**
32	**790.0**
33	**790.0**
34	**790.0**
35	**790.6**

36	**790.6**
37	**790.6**
38	**790.6**

Section 55. Amendments

Any provisions of these Covenants may be amended. The Developer and its successors and assigns shall have the exclusive right for a period of three years from the date the Plat and these Covenants are recorded, to amend any provisions in these Covenants without the approval of the owners.

Section 56. Completion of Infrastructure

Before any Dwelling on a Lot shall be occupied as such, the Developer,or any subsequent Owner of the Lot,shall install all infrastructure improvements serving the Lots shown on the approved plans and specifications for the subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision. The obligation shall run with the land,and shall be enforceable by the Plan Commision or by any aggrieved Owner.

Section 57. Leo Cedarville Town Ordinances

In any event, All Leo Cedarville Town Ordinances are in effect for any lot located inside the Makarios Place Subdivision and must be followed.

IN WITNESS WHEREOF, Leo Holdings LLC, a corporation organized and existing under the laws of the State of Indiana, and Owner of the real estate shown and described in said Plat as Lots Numbered 1 through 38, and the adjoining Common Areas by virtue of that certain deed recorded as Document Number in the Office of the Recorder of Allen County, Indiana, of the real estate shown and described herein, does hereby lay

off, plat and subdivide said real estate in accordance with the information shown on the Secondary Plat. This Subdivision shall be known and designated as The Makarios Place, an Addition in Leo Cedarville located in Allen County, Indiana.

COUNTY OF ALLEN)
THE LEO HOLDINGS LLC An Indiana Limited Liability Company By:
_____ Sole Member, Sole Member

STATE OF INDIANA)

)":

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Sole Member, Sole Member of The Leo Holdings LLC, an Indiana limited liability company, and acknowledged the voluntary execution of the above and foregoing instrument behalf of said Company for the purposes and uses herein set forth, this day of (_____).

My Commission Expires: _____

Notary Public: _____

Printed: _____

County of Residence:_____

.