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ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS OF SYCAMORE LAKES OUTLOTS

√√ Springmill Woods Development, LLC, is the owner of certain real estate pursuant to deeds recorded as Documents No. 2013038079 and 2017014057 in the Office of the Recorder of Allen County and described on attached Exhibit "A" (hereinafter "Real Estate"), hereby declares that the Real Estate shall be subject to and impressed with the covenants and restrictions hereinafter set forth and shall benefit from the easements granted herein, and such covenants, restrictions, and easements shall be considered a part of every conveyance of such Real Estate, 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 Real Estate, 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.

ARTICLE I
Definitions

The terms hereinafter set forth shall have the following meanings:

Section 1. "Association" shall mean the Sycamore Lakes Community Association, Inc. or its successors or assigns.

Section 2. "Dwelling Unit(s)" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the attached garage and any appurtenances.

Section 3. "Developer" shall mean Springmill Woods Development, LLC. or its successors or assignees.

Section 4. "Lot" shall mean any subdivided portion or parcel of the Real Estate, as conveyed originally or by subsequent Owners, upon which a dwelling may be erected in accordance with the restrictions hereinafter set forth.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract purchasers, excluding (i) the Developer and (ii) those having such interest merely as security for the performance of an obligation.

Section 6. "Restrictions" shall mean and refer to this Dedication and Declaration of Protective Restrictions and Covenants.

AUDITOR'S OFFICE
Duly entered for taxation. Subject to final acceptance for transfer.

APR 23 2019

AUDITOR OF ALLEN COUNTY

ARTICLE II
Storm Water Easement; Outlot Assessment Fees

Section 1. The Developer hereby grants to the owner of residential lots within the plat of Sycamore Lakes, Section 6, recorded as Document No. 2018052891 and in Plat Book H, Page18, in the Office of the Recorder of Allen County, Indiana ("Plat") and any Owner an easement to discharge surface storm water over, across, and into the detention basin area ("Detention Basin") located within the Real Estate and described on attached Exhibit "B" The Developer and Association acknowledge the maintenance responsibilities of the Association, as successor to the Developer, with respect to the Detention Basin pursuant to the "Agreement to Construct and Maintain a Storm Water Detention System/Storm Water Quality Treatment System" recorded as Document No. 2017055999 in the Office of the Recorder of Allen County, Indiana ("Storm System Agreement"). Additionally, any future Owner grants to the Developer and the Association a right of access over and across any Lot deemed reasonably necessary by the Developer and the Association for the maintenance and repair of the Detention Basin. Any damage caused by the Developer, the Association, or their respective employees and agents to any portion of the Lot outside of the Detention Basin shall be repaired by the Developer and/or the Association, as the case may be, at the respective party's cost and expense.

Section 2. Every Owner shall pay to the Association annual fees in the amount of one-half of the regular and special common area assessments assessed to and payable by owners of lots within the various platted sections of the Sycamore Lakes Addition, excepting any portion of such assessments attributable to the construction, maintenance, repair, or replacement of the pool serving the Sycamore Lakes Addition. Such fees to be paid by the Owners to the Association shall be referred to hereinafter as the "Outlot Assessment Fees." The time and manner of the Owner's payment of the Outlot Assessment Fees shall be as prescribed by the Association and the Association may enforce such payment obligations against any Owner failing to timely pay the Outlot Assessment Fees. The Association may impose late fees, interest, and a lien against any Lot of an Owner in connection with such Owner's failure to timely pay the Outlot Assessment Fees in the same manner as set forth in the recorded covenants and restrictions appended to the Plat.

ARTICLE III
Architectural Control

So long as the Developer owns any part of the Real Estate or any of lots nos. 208 through 215 of Sycamore Lakes, Section 6, no building, improvement, Dwelling Unit, excavation 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 two (2) sets 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 Developer 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 Developer, if any, from time to time. All approvals shall be requested by submission of plans and specifications to the Developer, showing the following:

(a) The Dwelling Unit, detached garages, outbuildings, and other improvements or structures, all fences, access drives, and other improved areas, and the locations thereof on the site;

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

The Developer, any of their respective heirs, personal representatives, successors or assigns, shall not 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 resulting drainage problems. Every person and entity who submits plans to the Developer agrees, by submission of such plans, that he or it will not bring any action or suit against the Developer to recover any damages or to require 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, nor the approval thereof, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein. In the event the Developer 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 IV
General Provisions

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No Dwelling Unit shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single-family Dwelling Unit not to exceed two (2) stories in height. Two-story Dwelling Units shall have at least 2,000 square feet of livable space and single story Dwelling Units shall have at least 1700 square feet of livable space, each excluding garages, porches and breezeways. Each Dwelling Unit shall include at least an attached two-car garage and basements may be constructed as a part of the Dwelling Unit.

Section 2. Subdividing of a Lot. So long as the Developer owns any portion of the Real Estate or any of lots nos. 208 through 215 of Sycamore Lakes, Section 6, no Lot or combination of Lots may be further subdivided unless the Developer has approved by signing an instrument of approval.

Section 3. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation or similar home business allowed by local zoning ordinances then in effect shall be allowed with the requisite local governmental approval.

Section 4. Garages and Outbuildings. All Dwelling Units must have at least a two-car attached garage. Detached garages and outbuildings are allowed but shall be approved in writing by the Developer prior to construction and must be no larger than 1200 square feet in area. The design of the outbuilding shall closely represent the architecture of the Dwelling Unit and shall use the same exterior materials and colors as the Dwelling Unit.

Section 5. 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.

Section 6. 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 Real Estate or surrounding area.

Section 7. Landscaping. Landscaping of each Lot shall be commensurate with the total expenditure of the construction of the Dwelling Unit. 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 eighty (180) days following occupancy of or completion of the Dwelling Unit, whichever occurs first.

Section 8. Building Materials; Front Exterior. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. 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. The front-facing façade exterior of each Dwelling Unit and outbuilding and accessory structure must contain at least twenty-five percent (25%) masonry materials unless otherwise allowed by the Developer.

Section 9. 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 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.

Section 10. Refuse, Other Solid Waste, and Firewood. No Lot shall be used or maintained as a dumping ground for rubbish, construction materials, or other solid waste. All garbage and other solid waste shall be placed in enclosed, sanitary containers, which shall be concealed by a fence or other suitable screen, or contained entirely within a garage attached to a Dwelling Unit. Firewood shall be stored adjacent to a Dwelling Unit behind a fence or other suitable screen, so that it is not visible from other Lots or lots located within Sycamore Lakes. All such visual screening measures, and the areas on which they are to be located, shall be approved by the Developer. No outside incinerators shall be kept or allowed on any Lot.

Section 11. Enforceability. The Developer and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions and covenants. Failure by the Developer or the Owners 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 the Developer or an Owner from enforcing said covenant or restriction.

Section 12. Right of Entry. The Developer, acting through his respective representative, 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 with respect to the enforcement or correction or remedy of any failure of the Owner to observe these restrictions, and the Developer 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 13. 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 14. 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. These Restrictions may be amended by (i) only by the Developer so long as the Developer owns any Lots within the Real Estate or any of lots nos. 208 through 215 of Sycamore Lakes, Section 6, or, after such time, (ii) an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots in the Real Estate. Further, the Developer, and their 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 provisions in these Restrictions, except for the minimum areas of Dwelling Units.

Section 15. Developer Approvals. Any approvals or consents of the Developer required by these Restrictions, whether expressly stated or not, shall only be required so long as the Developer owns any part of the Real Estate or any of lots nos. 208 through 215 of Sycamore Lakes, Section 6.

Section 16. Cost and Attorney's Fees. In the event the Developer or an Owner is successful in any proceeding, whether at law or in equity, brought to enforce any restriction or covenant 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 17. No Obstruction of Detention Basin. No Owner shall place any improvements or equipment within or about the Detention Basin which obstructs or impairs its operation and use for the purposes set forth in these Restrictions and the Storm System Agreement and an Owner who does so shall indemnify and hold harmless the Developer and the Association from and against any and all damage, cost, and expense, including reasonable attorney's fees, arising from or connected with the enforcement of this Article IV, Section 17.

IN WITNESS WHEREOF, the Owners of the Real Estate have executed these Restrictions as of the dated set forth opposite their names.

NOTARY PUBLIC SEAL INDIANA

SPRINGMILL WOODS DEVEOPMENT, LLC

By: _____
James J. Lancia, Member

STATE OF INDIANA)
) §§:
COUNTY OF ALLEN)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared James J. Lancia, Member of Springmill Woods Development, LLC, and acknowledged the voluntary execution of the above and foregoing instrument on behalf of the Corporation for the purposes and uses therein set forth, this 22nd day of April, 2019.

_____
Notary Public
Printed: Robert C. Kruger
County of Residence: Allen

My Commission Expires:
8/9/25

SYCAMORE LAKES COMMUNITY ASSOCIATION, INC.

By: _____
James J. Lancia, President

STATE OF INDIANA)
) §§:
COUNTY OF ALLEN)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared James J. Lancia, President of Sycamore Lakes Community Association, Inc., and acknowledged the voluntary execution of the above and foregoing instrument on behalf of the Corporation for the purposes and uses therein set forth, this 22nd day of April, 2019.

_____
Notary Public

My Commission Expires:
8/9/25

Printed: Robert C. Kruger
County of Residence: Allen

Pursuant to IC 36-2-11-15(d): I/We affirm, under the penalties for perjury, that I/we have taken reasonable care to redact each Social Security number in this document, unless required by law. Robert C. Kruger

Prepared by:
Robert C. Kruger
BURT, BLEE, DIXON, SUTTON & BLOOM
200 East Main Street, Suite 1000
Fort Wayne, IN 46802
Telephone: 260-426-1300
Attorney No. 22738-02
Return to: Burt Blee

EXHIBIT "A"

Part of the Fractional Northeast Quarter of Section 3, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows:

Commencing at the North Closing Quarter corner of said Section 3, marked by a cast iron monument; thence South 89 degrees 21 minutes 08 seconds East (deed bearing and basis of all bearings in this description), on and along the North line of said Fractional Northeast Quarter, being within the right-of-way of Bass Road, a distance of 1609.17 feet to the Northeast corner of Sycamore Lakes, Section 3, as recorded in Plat Cabinet G, page 81, in the Office of the Recorder of Allen County, Indiana; thence South 00 degrees 38 minutes 00 seconds West, on and along an East line of said Sycamore Lakes, Section 3, a distance of 60.00 feet to the true point of beginning; thence South 00 degrees 38 minutes 00 seconds East, continuing on and along said East line, a distance of 345.36 feet to the Northwest corner of Sycamore Lakes, Section 6, as recorded in Plat Cabinet H, page 18, in the Office of said Recorder; thence South 89 degrees 22 minutes 00 seconds East, on and along the North line of said Sycamore Lakes, Section 6, a distance of 682.60 feet to the Northeast corner thereof, being a point on the East line of a 12.352 acre base tract of real estate described in a deed to Springmill Woods Development, LLC, in Document Number 2017014057 in the Office of said Recorder; thence North 00 degrees 07 minutes 44 seconds West, on and along said East line, a distance of 345.22 feet; thence North 89 degrees 21 minutes 08 seconds West and parallel with the North line of said Fractional Northwest Quarter, a distance of 678.01 feet to the true point of beginning, containing 5.392 acres of land, and subject to all easements of record.

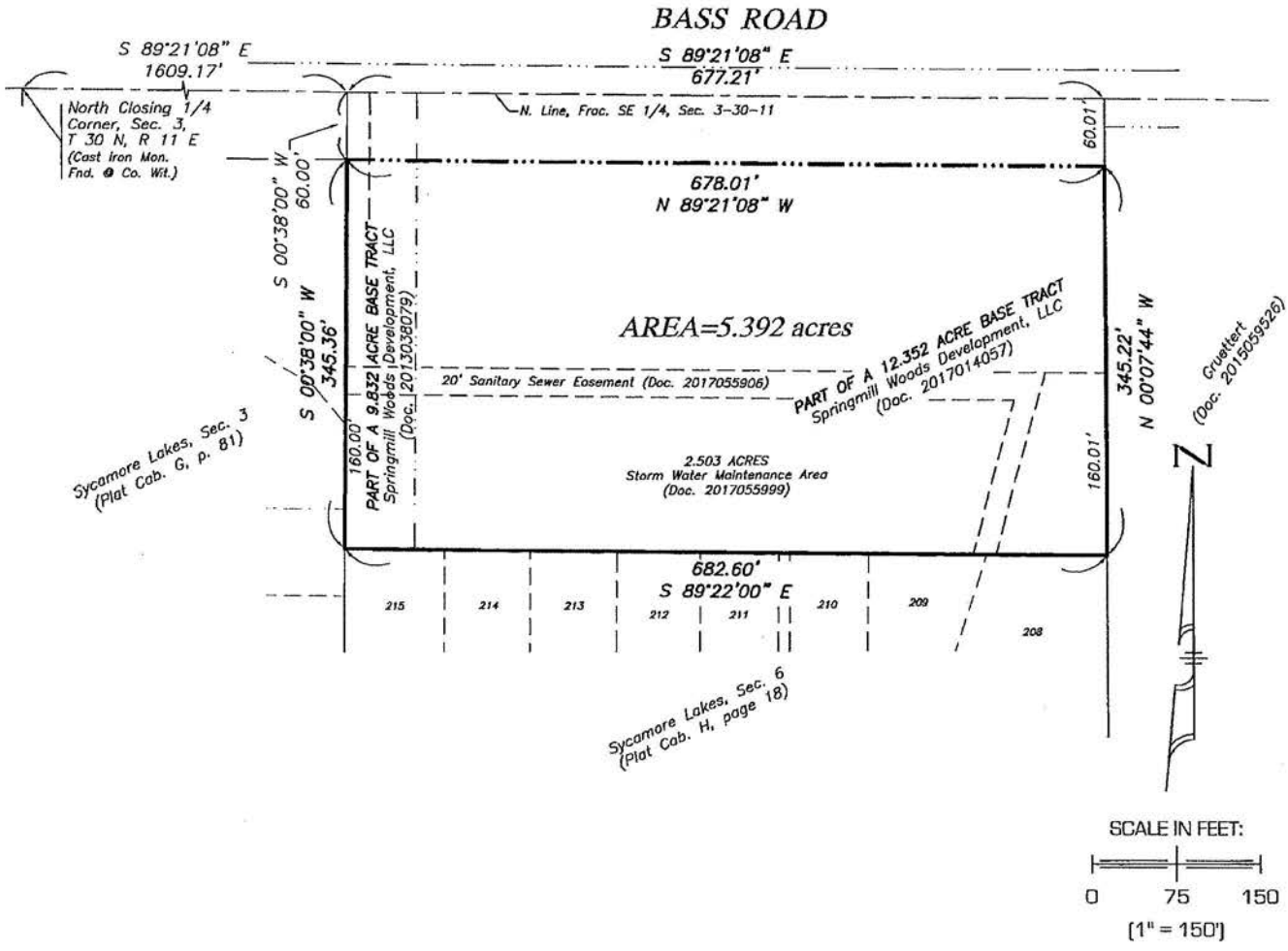

EXHIBIT "B"

Legal Description of Detention Basin

Part of the Fractional Northeast Quarter of Section 3, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows:

Commencing at the North Closing Quarter comer of said Section 3, marked by a cast iron monument; thence South 89 degrees 21 minutes 08 seconds East (deed bearing and basis of all bearings in this description), on and along the North line of said Fractional Northeast Quarter, being within the right-of-way of Bass Road, a distance of 1609.17 feet to the Northeast comer of Sycamore Lakes, Section 3, as recorded in Plat Cabinet G, page 81, in the Office of the Recorder of Allen County, Indiana; thence South 00 degrees 38 minutes 00 seconds West, on and along an East line of said Sycamore Lakes, Section 3, a distance of 245.36 feet to the true point of beginning; thence South 00 degrees 38 minutes 00 seconds West, continuing on and along said East line, a distance of 160.00 feet to a #5 rebar at the Northwest comer of the proposed plat of Sycamore Lakes, Section 6; thence South 89 degrees 22 minutes 00 seconds East, on and along the North line of said Sycamore Lakes, Section 6, a distance of 682.60 feet to a #5 rebar at the Northeast comer thereof, being a point on the East line of a 12.352 acre base tract of real estate described in a deed to Springmill Woods Development, LLC, in Document Number 2017014057 in the Office of said Recorder; thence North 00 degrees 07 minutes 44 seconds West, on and along said East line, a distance of 160.01 feet; thence North 89 degrees 22 minutes 00 seconds West, a distance of 680.47 feet to the true point of beginning, containing 2.503 acres of land.