

Primary Dedication, AMENDED AND RESTATED
Declaration of Protective Restrictions, Covenants, Conditions and
Protective Restrictions, Limitations, Easements And Approvals
Appended To And As Part of The Dedication of Palmira Lakes
Homeowners Association, Inc., Section 1
A Subdivision in Aboite Township, Allen County, Indiana

This Amended and Restated Declaration of Protective Restrictions, Covenants and Conditions, inclusive of all Plats of Palmira Lakes, Sections 1, 2, 3, and 4, made and entered into and effective this 28 14th day of November October 2017 2026, by PALMIRA DEVELOPMENT, LLC, an Indiana limited liability company ("Declarant") Palmira Lakes Homeowners Association, Inc., a nonprofit corporation (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, (C) Declarant shall cause the Palmira Lakes Homeowners Association, Inc., a nonprofit corporation, ~~or a corporation with a name similar thereto, to be~~ was formed under the laws of the State of Indiana for the purpose of exercising the functions set forth in the Primary Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals of Palmira Lakes, of record in the Office of the Register of Deeds in Allen County, Indiana (hereinafter referred to as the "Original Declarations") described in Exhibit "B"; ~~Declarant shall delegate and assign to~~ The "Association" is assigned all the powers of maintaining and administering the community properties, ~~and facilities~~ administering and enforcing the covenants, conditions and protective restrictions, and collecting and disbursing the assessments and charges in connection with the "Properties," as hereinafter provided.;

NOW THEREFORE, WHEREAS, the Declarant "Association" declares that the real property referred to in Article IX II, ~~and such additions thereto as may hereafter be made pursuant to Article IX hereof, are~~ is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, protective restrictions, easements, charges and liens (hereinafter referred to as the "~~Covenants, Conditions and Restrictions~~" "the Declarations.") hereinafter set forth.;

B. WHEREAS, ~~T~~the Declarant "Association" further desires to provide for the preservation of the property values ~~and amenities~~ in said community and for the maintenance of said ~~open spaces~~ and other cCommon Areas facilities; and, for such purposes, Declarant the "Association" desires to subject the real property described on the Plats, attached hereto described in Exhibit "A." and referred to in Article IX II, ~~together with such additions as may hereafter be made thereto (as provided in Article IX),~~ to the covenants, conditions, protective restrictions, easements, charged, and liens hereinafter set forth, each and all of which is and are for the benefit of the said property and each Owner thereof.;

WHEREAS, the Palmira Lakes Subdivision, ~~A. Declarant is the owner of the real property described in Exhibit "A" in Article IX of this Declaration, and desires to create thereon~~ a residential community with residential lots numbered 1 – 173, inclusive, ~~open spaces,~~ and other cCommon Areas facilities for the benefit of the community. ~~All streets and easements specifically shown or described are expressly dedicated to public~~

~~use for their usual and intended purposes described in Exhibit “A”,~~ was developed in multiple phases with covenants, conditions, protective restrictions, easements and certain amendments thereto recorded with the Office of the Register of Deeds in Allen County, Indiana, ~~A~~attached hereto, and collectively identified and referred to as the “Original Declarations” relative to the various phases of the Palmira Lakes Subdivision are identified on Exhibit “B;”

WHEREAS, the Board of Directors of the “Association” (hereafter referred to as the “the Board”), having determined that an amendment to and restatement of the “Original Declarations” was appropriate and necessary to update and consolidate such documents, formed a committee (hereafter referred to as the “Declarations Committee”) to review, research, and propose changes to the “Original Declarations;”

WHEREAS, the “Board,” and the “Declarations Committee” developed proposed amendments to the “Original Declarations,” in the form of an Amended and Restated Declaration of Covenants, Conditions and Protective Restrictions and published the same to the Members of the “Association;”

WHEREAS, the “Board” opened a forum for residents to submit questions regarding the proposal, both in person at a scheduled Q&A meeting, and through e-mail, to which the “Board “published its responses on the “Association’s” website for the benefit of all Members;

WHEREAS, pursuant to Article X of the “Original Declarations,” by a simple majority (51%) vote of the Owners, the “Original Declarations” can be amended;

WHEREAS, a majority of the “Owners” in the “Association” voted to amend and restate the “Original Declarations” as provided herein for the purpose of consolidating the “Original Declarations” of the multiple phases of Palmira Lakes Subdivision into a single document to promote consistency and ease of administration, and to update the “Original Declarations” following the “Association’s” approval of the Amended and Restated Bylaws of Palmira Lakes Homeowner’s Association, Inc. on January 9th, 2026.

NOW THEREFORE, the “Association” hereby amends and restates the “Original Declarations,” as provided herein.

~~NOW THEREFORE, Declarant declares that the real property referred to in Article IX, and such additions thereto as may hereafter be made pursuant to Article IX hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as “Covenants, Conditions and Restrictions”) hereinafter set forth.~~

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ARTICLE I: DEFINITIONS

The following words when used in this “Declaration” or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

- 1) **“Abandoned or Inoperable Vehicle or Equipment”** shall mean any automobile, truck, motorcycle, motor bike, boat, trailer, camper, motor home, house trailer or other similar vehicle which is not capable of being driven under its own propulsion, does not have current registration, or license plates or other identifying marks have been removed from the vehicle or equipment, or the vehicle exhibits other characteristics of abandonment or inoperability.
- 2) **“Architectural Control Committee (ACC)”** shall mean and refer to the governing body responsible for reviewing and approving exterior property modifications to ensure they align with community standards. It protects property values and maintains aesthetic consistency by enforcing rules regarding fences, landscaping, painting, and construction.
- 3) **“Assessment”** shall mean and refer to such amounts as are required and collected by the Association for payment of expenses of owning, managing, and maintaining the Common Areas and levied against the Owners of the Association in accordance therewith.
- 4) **“Association”** shall mean and refer to the entity organized under the name Palmira Lakes Homeowners Association, Inc., ~~or a name similar thereto~~, its successors, and assigns.
- 5) **“Board”** shall mean and refer to the Board of Directors of the Association.
- 6) **“Bylaws”** shall mean and refer to the legally binding governing document that outlines the internal operations, procedures, and management structure of a homeowners' association. Unlike Declarations, which focus on property restrictions, Bylaws define how the Association’s Board of Directors function, including election procedures, meeting requirements, voting rights, and the duties of officers.
- 7) **“Commercial Vehicles”** shall mean and refer to any vehicle used for any business purpose, including box trucks, dump trucks, trailers, tow trucks, and vehicles with high weight (one-ton) with three or more axles, or used to transport 9 or more passengers (including the driver), or possessing work-related exterior-mounted equipment, such as ladders, toolboxes, racks, or extended panels.
- 8) **“Common Areas”** shall mean and refer to (i) those areas of land designated as Common Areas on any recorded subdivision Plat of the Properties and intended to be devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed thereon; (ii) all areas designated as water impoundment areas on any such recorded Plat; and (iii) all other real property owned by the Association for the common use

and enjoyment of the Owners ~~including without limitation the Pool and Parking Lot~~, as defined herein.

~~“Declarant” shall mean and refer to Palmira Development, LLC, an Indiana limited liability company, its successors and any assignee other than an Owner who shall receive by assignment from the said Palmira Development, LLC all or a portion of its rights hereunder as such Declarant by an instrument expressly assigning such rights as Declarant to such assignee.~~

- 9) **“Declaration”** shall mean and refer to this instrument of covenants, conditions, and protective restrictions, as extended, supplemented or amended from time to time.
- 10) **“Director”** shall mean and refer to a Director on the Board of Directors of Palmira Lakes Homeowner’s Association, Inc.
- 11) **“Existing Property”** shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Article ~~IX~~ II.
- 12) **“Grandfathered Rental Owner”** shall mean and refer to the Lot Owner who meets ALL of the following conditions:
 - a. Owned their Lot on or before the Effective Date of this Amended and Restated Declaration, and
 - b. Made written notification to the Association and/or its Property Manager, no later than ten (10) days after the Effective Date, of a current Rental/Lease Agreement and/or is earnestly seeking (as evidenced by an ongoing documented advertisement or a valid signed realtor agreement) to rent/lease their Lot prior to the Effective Date, and
 - c. Has received written acknowledgement of such notification or evidence from the Association within fifteen (15) days of the Effective Date, and
 - d. Has been granted a Grandfathered Rental/Leasing Permit within 15 days of the Effective Date, and
 - e. Has a Rental/Leasing Agreement in place within six (6) months of the Effective Date.
- 13) **“Hardship Rental”** shall mean and refer to non-voluntary loss of employment of the Lot Owner or Lot Owner's spouse, or
 - a. change in marital status of the Lot Owner, or
 - b. death or disability of the Lot Owner or Lot Owner's spouse, or
 - c. job transfer or relocation outside of a sixty (60) mile radius of the Lot (including military deployment), or
 - d. state of the current market for sale of property in Allen County, Indiana.
- 14) **“Home Business”** shall mean and refer to a business that operates primarily from the owner's home, rather than a separate commercial building. It is defined by its location, not necessarily its size, and can involve selling goods or providing services from the residence.
- 15) **“Improvements”** shall mean and refer to any permanent, man-made alteration, addition, or fixture added to a Lot, such as homes, or an existing structure that

increases the property's value, utility, or aesthetic appeal.

- 16) **“Lot”** shall mean and refer to any numbered **residential Lot**, plot, tract of land shown upon any recorded subdivision map of the properties which is designated as a lot therein and which is or is to be improved with a residential, single-family dwelling, which shall not include lots containing villas, **by this Declaration or any Supplemental Declaration**.
- 17) **“Managing Agent”** shall mean and refer to a person or company that manages the community's assets and day-to-day operations.
- 18) **“Member”** shall mean and refer to each Owner as provided herein in Article **VIII**.
- 19) **“Membership Rights”** shall mean and refer to use of Common Areas in accordance with rules and regulations promulgated by the Association and/or the Board, of Directors as well as those rights conferred under Article III.
- 20) **“Owner or Lot Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of mortgage or other security device shall not mean or refer to any mortgagee or trustee under a mortgage or trust deed unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 21) **“Palmira Lakes”** shall mean **and refer to** the community concept of Palmira Lakes **subdivision developed by Declarant**, including all **plats and** sections governed and to be governed by the Association.
- 22) **“Political Sign”** shall mean and refer to a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.
- 23) **“Properties”** shall mean and refer to all such existing **real** properties, and additions thereto, **as are** subject to this Declaration, or any Supplemental Declaration prepared and filed of record pursuant to the provisions of Article **II**, hereof.
- 24) **“Quorum”** shall mean and refer to the required number of persons entitled to cast, or proxies entitled to cast a vote, who are present at a meeting of the Members.
- 25) **“Recreational Vehicles”** shall mean and refer to a boat, trailer, camper, motor home, house trailer or other similar vehicle, motorcycle, motor bike, boat, trailer, camper, golf cart.
- 26) **“Rentals”** shall mean and refer to any residence rented for a period of not less than one (1) year.
- 27) **“Single-Family Dwelling”** shall mean and refer to an independent residential structure designed to house exactly one family or household. Family shall

mean and refer to a person living with people related by birth, marriage, or adoption. Nonfamily Households shall mean and refer to a group of a maximum of five unrelated roommates sharing a dwelling. All households must comply with the federal Fair Housing Act and Allen County space, building, and zoning codes regarding household size limits.

- 28) **“Short-Term Rental (STR)”** shall mean and refer to any type of short-term residential leases and short-term rentals (STR’s) such as timeshares or other forms of interval ownership (e.g., VRBO, Airbnb, bed and breakfast, and the like).
- 29) **“Working From Home”** shall mean and refer to an employee completing their job duties from their residence instead of a traditional company office.

ARTICLE II: USE OF PROPERTIES AND COMMON AREAS

~~The Properties (and the improvements situated thereon) and the Common Areas shall be occupied and used as follows:~~

- ~~(a) Each Lot shall be used exclusively for residential purposes, and streets and parking spaces shall be used exclusively for the parking of passenger automobiles.~~
- ~~(b) There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or planted in, or removed from or destroyed or damaged in the Common Areas, without the written consent of the Board.~~
- ~~(c) No Owner shall permit anything to be done or kept on his Lot or in the common Areas which will result in the cancellation of any insurance carried by the Association or which would be in violation of any law. No waste shall be committed in the Common Areas.~~
- ~~(d) No animals, livestock or poultry shall be raised, bred or kept in any portion of the Properties, except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.~~
- ~~(e) Nothing shall (i) be done in any part of the Properties, nor shall (ii) any noxious or offensive activity, be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound producing devices be used, which in the judgment of the board, may be or become an unreasonable annoyance or nuisance to the other Owners.~~
- ~~(f) Each Owner shall be liable to the Association for any damage to the Common Areas caused by the negligence or willful misconduct of the Owner or his family, guests, or invitees.~~
- ~~(g) All Owners and occupants shall abide by any rules and regulations adopted by the Board.) The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorneys’ fees~~

ARTICLE III: AFFIRMATIVE AND PROTECTIVE COVENANTS

~~Section 6. Signs. (Moved to R&R’s)~~

~~Section 8. Antennae. (Moved to R&R’s)~~

~~Section 9. Boats, Trailers, Etc.~~

~~Section 10. Yard Light. (Moved to R&R’s and ACC Standards and Guidelines)~~

~~Section 11. No Prefabricated Construction.~~

~~Section 12. Communication Equipment. (Moved to R&R's)~~
~~Section 13. Vegetable Gardens. (Moved to R&R's)~~
~~Section 16. Drives and Storage Tanks. (Moved to ACC Standards and Guidelines)~~
~~Section 17 Fences. (Moved to ACC Standards and Guidelines)~~
~~Section 18. Storage Sheds. (Moved to ACC Standards and Guidelines)~~
~~Section 19 Sidewalks. (Moved to R&R's and ACC Standards and Guidelines)~~
~~Section 20. Pools, Hot Tubs. (Moved to ACC Standards and Guidelines)~~

ARTICLE IV: EASEMENTS

ARTICLE V: PROPERTY RIGHTS IN THE COMMON AREAS

ARTICLE VI: COVENANT FOR MAINTENANCE ASSESSMENTS

ARTICLE VII: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

ARTICLE VIII: GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

ARTICLE IX II: PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this "Declaration" (hereinafter defined as the "Existing Property"), located in Allen County, State of Indiana, is described on Exhibit "aA" attached hereto, and is designated "Palmira Lakes," and more particularly described on a subdivision Plat (the "Plat" hereafter) thereof recorded as Plat Record 2017063845, Cabinet G, page 194, and Plat Record 202041096, Cabinet H, page 79, and Plat Record 2020068212, Cabinet H, page 98, and Plat Record ?????, Cabinet H, page 152, in the Office of the Recorder of Allen County, Indiana.

~~**Section 2. Additions to the Existing Property.** If Declarant is the owner of any property which it desires to add to the community of Palmira Lakes, including future Properties to be added as additional sections of Palmira Lakes, it may do so filing of record a Supplementary Declaration, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property, PROVIDED, HOWEVER, that (i) such additional property shall be contiguous (as hereafter defined) to the Properties subject to this Declaration at the time, and (ii) such Supplementary Declaration may contain such complimentary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration. In no event, however, shall such Supplemental Declaration modify or add to the covenants established by this Declaration for the Existing Property. Any additions made and sections added to Palmira Lakes pursuant to this Section 2, when made, shall automatically become part of the Association, thereby extending the jurisdiction, functions, duties and membership of the Association to the sections and properties added. For the purposes hereof the term "contiguous" shall mean adjoining; provided, that any tracts or parcels of land which are separated by a street, road, sidewalk, right-of-way, easement or other thoroughfare shall be deemed to be contiguous.~~

ARTICLE X: GENERAL PROVISIONS

ARTICLE VII-III: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1. Membership. Every person or entity who is the record "Owner" of a "Lot" in the "Palmira Lakes" shall automatically be a "Member" of the "Association." Membership shall commence on the date such person or entity becomes the record "Owner" of a fee or undivided fee interest in a "Lot" and expires upon the transfer or release of said ownership interest. The "Association's" Bylaws shall govern its affairs and "Member" activities.

Section 3.2. Classes of Membership Voting Rights. ~~The Association shall have two classes of voting membership: Class A. Class A Members shall be all Members except Declarant. Class A "Members" shall be entitled to one (1) vote for each "Lot" in which they hold the interest required for membership. When more than one (1) person holds such interest or interest in any "Lot," all such persons shall be "Members," and the vote for such "Lot" shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such "Lot."~~ ~~Class B. The Class B Member(s) shall be the Declarant, and such Members(s) shall be entitled to three (3) votes for each lot owned. The Class B membership of Declarant shall cease and be converted to Class A membership on the occurrence of either of the following events, whichever occurs first: When title to all Lots in Palmira Lakes, Section 1 have been conveyed; or~~

Section 3.3. Suspension of Membership Rights. If an "Owner" shall have failed to pay, when due, any Assessment or charge lawfully imposed upon their "Lot" or if the "Owner," their family, tenants or guests shall have violated any of the covenants, conditions, or protective restrictions contained in this "Declaration" or any rule or regulation of the "Board" regarding the use of all or a portion of the "Properties" or conduct with respect thereto, then the "Board" shall provide written notice to the "Owner" by mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the "Owner" shall not have taken reasonable steps toward the required remedy action within six (6) months of the mailing of the aforesaid notice of violation, the Membership Rights (including voting rights) of the "Owner," their family, tenants or guests shall be suspended, unless otherwise stated by the "Board."

Section 3.4. Quorum and Notice Requirements.

- (a) Subject to the provision of paragraph (c) of this Section, any action authorized by Section ~~3(f)~~ 4.2 (e) of Article IV (**Transfer of "Common Areas"**) shall require the assent of the "Members" entitled to cast two-thirds (2/3) of the votes of the "Members" of the "Association" who are voting in person or by proxy at a meeting duly called for that purpose written notice of which shall be given to all "Members" at least ten (10) days in advance (unless otherwise provided in the Bylaws or the "Association") and shall set forth the purpose of such meeting.
- (b) The quorum required for any action referred to in ~~3(f)~~ 4.2 (e) of Article IV (**Transfer of "Common Areas"**) or Section 5 12.6 of Article ~~V-XI~~ (**Capital Improvements**) shall be as follows: At the first meeting called, as hereinafter provided, the presence at the meeting of "Members," or of proxies, entitled to cast ~~et sixty percent (60%)~~ **thirty-percent (30%)** of all of the votes ~~of each class of membership~~ shall constitute a quorum. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the

required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

- (c) Any provision of this "Declaration" to the contrary notwithstanding any action described in ~~3(f)~~ **4.2 (e)** of Article **IV (Transfer of "Common Areas")** may be taken with the assent given in writing and signed by the "Members" entitled to cast two-thirds (2/3) of the votes of the "Association."
- (d) Except as hereinabove specifically set forth in ~~this Article VII~~, Section **3.4**, paragraphs (a), (b), and (c) notice, voting, and quorum requirements for all actions to be taken by the "Association" shall be as set forth in its Articles of Incorporation and Bylaws, as same may be amended from time to time.

ARTICLE ~~V~~IV: PROPERTY RIGHTS IN THE COMMON AREAS

No "Owner" or "Member" may change, remove, or modify any "Common Areas," including, but not limited to, the cutting of trees and shrubs, borrowing or taking of equipment or the use of utility services of any "Common Areas" for personal use and enjoyment without the approval of the "Board."

Section 4.1. Easements of Enjoyment. Subject to the provisions of Section ~~3~~ **4.2** of this Article, the following persons shall have a right and easement of enjoyment in and to the "Common Areas" and such easement shall be appurtenant to and shall pass with the title to every "Lot:"

- (i) **(a)** Each "Member" and each individual in ~~his~~ **their** family residing with ~~him~~ **them** on ~~his~~ **their** "Lot."
- (ii) **(b)** Each tenant and contract purchaser or each "Member" (and each individual in the respective families of each such tenant and contract purchaser residing with each of them) who resides on the "Lot" owned by such "~~M~~member; provided, that such tenant or contract purchaser, as the case may be, shall have a right to easements of enjoyment in and to the "~~C~~ommon Areas" in lieu of such "Member" of ~~his~~ **their** family.

~~**Section 2. Title to the Common Areas. The Declarant may retain the legal title to the Common areas until such time as it has completed such improvements thereon as it may elect to make and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey the Common Areas to the Association not sooner than January 1, 2018, except for and subject to the portion of the Common Areas containing the Pool and Parking Lot that Declarant may convey and the Association accept at any point prior thereto. At any time thereafter so long as Class B Members of the Association exist, the Declarant may convey and transfer to the Association such additional real and/or personal property as the Declarant, in its sole discretion, deems appropriate, and the Association shall accept such transfer and hold such property as part of the Common Areas.**~~

Section ~~3~~4.2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the "Association" to prescribe regulations governing the use, operation, and maintenance of the "Common Areas" ~~(including limiting the number of guests of members);~~
- (b) The right of the ~~Declarant, and the~~ "Association" in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the "Common Areas" and facilities and in aid thereof to mortgage the "Common Areas" and the rights of such mortgagee in the "Common Areas" shall be subordinate to the rights of the homeowners hereunder:
- (c) The right of the "Association" to take such steps as are reasonably necessary to protect the "Common Areas" against foreclosure;
- (d) The right of the "Association," as provided in its Articles and Bylaws, to suspend the voting rights of any "Member" and to suspend the right of any individual to use any of the "Common Areas" ~~and/or common facilities~~ for any period during which any assessment against a "Lot" resided upon by such individual remains unpaid, and for any period not to exceed thirty (30) days for an infraction or its rules and regulations; ~~The right of the Association to charge reasonable admission and other fees for the use of recreational facilities of the Common Areas;~~ and
- (e) Subject to approval by the affirmative vote of the "Association's" "Members," as provided in Section ~~3-4.2 (e)~~ of Article ~~IV~~, the right of the "Association" to dedicate or transfer all or any part of the "Common Areas" to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the "Members."

ARTICLE ~~IV~~: USE OF ~~PROPERTIES AND~~ COMMON AREAS

~~The Properties (and the improvements situated thereon) and the "Common Areas"~~ shall be occupied and used as follows:

Section 5.1. Association's Duty To Maintain and Repair. The Association is responsible for the maintenance, repair, and replacement of all common elements, except for those areas defined in Section 10.8.3, to maintain the aesthetic integrity of the community.

Article X Section 5.1.1 Purpose of Stormwater Detention System and Pond Maintenance Assessment. The "Association" shall be obligated to maintain, repair and/or replace, as necessary, the stormwater drainage system and the stormwater detention system consisting of ponds shown on the Plat of ~~the subdivision~~ "Palmira Lakes," together with outlets and water control structures, the cost of which shall be borne by all of the "Owners" in "Palmira Lakes" and subsequent "Owners" of "Lots" in any and all of the sections of "Palmira Lakes."

The "Owner" of any "Lot" ~~in this section, or any future sections, of~~ in "Palmira Lakes" and/or the Allen County Drainage Board shall have the right to order the "Association" to carry out its obligation to maintain, repair and/or replace the stormwater drainage system and stormwater detention system improvements, as above provided, and to assess the "Owners" of all "Lots" in this section and future sections of "Palmira Lakes" with the cost thereof.

Notwithstanding anything to the contrary to the aforesaid, any alteration or amendment of the ~~Restrictions and "Covenants"~~ "Declarations" must be made

accordingly with the prior approval of the Allen County Plan Commission and further that the ~~Restrictions and~~ **“Covenants Declarations”** herein contained and only as they relate to the stormwater detention system and the maintenance and repair thereof, shall be in continuous effect for an indefinite period, except as amended with the prior approval of the Allen County Drainage Board.

Section 5.2. Streets. All streets and easements specifically shown or described are expressly dedicated to public use for their usual and intended purposes. ~~(a) Each Lot~~ Streets ~~and parking spaces~~ shall be used exclusively for residential purposes, ~~and~~ for the parking of **operable** passenger automobiles. **No “Abandoned or Inoperable Vehicle” or equipment of any kind shall be stored, parked or permitted to remain on the street.** No boats, trailers, campers, ~~Recreational V~~**ehicles,” “Commercial Vehicles,”** or other vehicles of whatever kind or character other than operational automobiles shall be parked or permitted to remain on the street ~~or on any Lot unless housed completely in a garage,~~ **except for the temporary loading/unloading, delivery or emergency.**

Section 5.3. No Obstructions. ~~(b)~~ There shall be no obstruction of the “Common Areas,” nor shall anything be kept or stored in the “Common Areas,” nor shall anything be altered or constructed or planted in or removed from or destroyed or damaged in the “Common Areas,” without the written consent of the “Board.”

Section 75.4. Waste. No waste shall be committed in the “Common Areas.” **No trash, containers, bottles, cans, implements, machinery, or building materials will be allowed to remain in/on the “Common Areas.” In the event the “Association incurs any expenses related to the removal of items belonging to an “Owner,” the Owner” shall reimburse the “Association” for all reasonable costs and expenses incurred.**

Section 5.5. Insurance and Legal Requirements. ~~(c)~~ No “Owner” shall permit anything to be done or kept on ~~his~~ **their** “Lot” or in the “Common Areas” which will result in the cancellation of any insurance carried by the “Association,” or which would be in violation of any law **or regulation.**

~~(d) No animals, livestock or poultry shall be raised, bred or kept in any portion of the Properties, except that dogs, cats or other household pets may be kept, but not for any commercial purpose, provided that they do not create a nuisance.~~

~~(e) Nothing shall (i) be done in any part of the Properties, nor shall (iii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting, or loudspeakers or other sound-producing devices be used which in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners~~

Section 5.6 Damage to Common Areas. ~~(f)~~ Each “Owner” shall be liable to the “Association” for any damage to the “Common Areas” caused by the negligence or willful misconduct of the “Owner” or **their** family, guests, or invitee.

~~(g) All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined~~

~~by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs including attorney fees.~~

Article X Section 5.7. Purpose of Stormwater Detention System and Pond Maintenance Assessment. Stormwater detention systems serve to mitigate flooding, control erosion, and filter pollutants by temporarily storing runoff from impervious surfaces (roofs, roads) and releasing it slowly. They protect infrastructure, manage watershed volume, and ensure compliance with environmental regulations.

~~The “Association” shall be obligated to maintain, repair and/or replace, as necessary, the stormwater drainage system and the stormwater detention system consisting of ponds shown on the Plat of the subdivision “Palmira Lakes,” together with outlets and water control structures, the cost of which shall be borne by all of the “Owners” in “Palmira Lakes” and subsequent “Owners” of “Lots” in any and all of the sections of “Palmira Lakes.”~~

~~The “Owner” of any “Lot” in this section, or any future sections, of “Palmira Lakes” and/or the Allen County Drainage Board shall have the right to order the “Association” to carry out its obligation to maintain, repair and/or replace the stormwater drainage system and stormwater detention system improvements, as above provided, and to assess the “Owners” of all Lots in this section and future sections of “Palmira Lakes” with the cost thereof.~~

~~Notwithstanding anything to the contrary to the aforesaid, any alteration or amendment of the Restrictions and “CovenantsDeclarations” must be made accordingly with the prior approval of the Allen County Plan Commission and further that the Restrictions and “CovenantsDeclarations” herein contained and only as they relate to the stormwater detention system and the maintenance and repair thereof, shall be in continuous effect for an indefinite period, except as amended with the prior approval of the Allen County Drainage Board.~~

ARTICLE ~~II~~VI: USE OF PROPERTIES AND COMMON AREAS

~~The “Properties,” and the “Improvements” situated thereon, and the Common Areas shall be occupied and used as follows:~~

Section 6.1. Residential Purposes. ~~(a)~~ Each “Lot” shall be used exclusively for residential purposes, and no commercial business (except for any applicable exemptions as provided for under Indiana statutes) shall be permitted on any “Lot” that would change the nature and character of the community, create nuisances (like excessive noise, dust, or odor) to other residents, traffic, parking problems, or increase any “Association” expenses. The use of a portion of one's home as a home business office must conform to the Allen County Zoning Ordinances. Before operating a home business, a written request must be presented to the “Board” for consideration and approval. The “Board” may restrict home businesses, but not “Working From Home.”

Section 6.2. Single Owner Contiguous or Multiple Lots. Any proposed use of any “Lot” or “Lots” owned by any “Owner,” in addition to the “~~Lot~~” owned by said “Owner” upon which said “Owner’s” dwelling unit is constructed, shall be consistent with and not violate any provisions contained herein. Any proposed temporary or other use of any additional “Lot” or

"Lots" inconsistent with or in violation of any provisions contained herein shall be subject to the prior approval by the **Declarant**, "**Association**" or Committee, as appropriate, pursuant to Article **V XII** hereof.

Section 96.3. Abandoned or Inoperable Vehicle or Equipment. No "Abandoned or Inoperable Vehicle" or equipment of any kind shall be stored or parked upon any part of the Lot.

Section 6.4. Animals. ~~(d)~~ No animals, livestock or poultry shall be raised, bred or kept in any portion of the "Properties," except that dogs, cats or other household pets may be kept, but not for any commercial purpose, provided that they do not create a nuisance.

~~(a)~~ **Section 96.5. Commercial and Recreational Vehicles Boats, Trailers, Etc.**

~~(b)~~ No "Commercial Vehicles," ~~boats, trailers, campers,~~ "Recreational Vehicles," or other vehicles of whatever kind or character other than operational automobiles shall be parked or permitted to remain ~~on the street or on any Lot unless~~ housed completely in a garage. Except for temporary loading/unloading, delivery or emergency, no part of the Property shall be used as a parking, storage, display, or accommodation area for any type of "Commercial Vehicle" or "Recreational Vehicle," hauling trailer, boat, boat trailer, truck larger than one ton, bus or accessories to these.

Section 6.6. No Soliciting/No Distribution. No professional forms of solicitation, flyer distribution, and/or advertisement are allowed within the community, with the exception of "Board" activities.

Section 6.7. Noxious, Offensive, Dangerous Activity or Conditions. ~~(e)~~ Nothing shall (i) be done in any part of the "Properties," nor shall (lii) any noxious or offensive, **dangerous, or unsafe** activity be carried on, nor shall (iii) any outside lighting, **which is unreasonably bright or causes unreasonable glare;** or loudspeakers or other sound-producing devices be used which ~~in the judgment of the Board, may be or become an~~ is unreasonably ~~annoyance or nuisance~~ loud; and no odor shall be emitted from any "Lot" which is noxious or offensive to ~~the others~~ **Owners**. Determination of whether an activity or condition violates this covenant shall be at the discretion **of the Board**.

Section 6.8. Rentals/Leases Restrictions. In order to protect the equity of the individual "Owners" in the community, to preserve the character of the community as a residential community of predominantly owner-occupied "Lots," this provision is intended to prohibit short-term residential leases and short-term rentals (STR's), such as VRBO, Airbnb, bed and breakfast, timeshares, and the like. No "Owner" may rent/lease their "Lot" unless:

(a) the "Owner" is a "Grandfathered Owner" as defined in Section 12, Article I, and has received a Rental/Leasing Permit from the "Board," or

(b) the "Owner" is not a "Grandfathered Owner" but has received a "Hardship Rental"/Leasing Permit from the "Board" as provided herein.

Such Grandfathered Lot Owner(s) shall be permitted to rent/lease their Lot pursuant to the restrictions contained in this Section 6 and the Rules and Regulations until such time as either,

- (c) The Lot is conveyed or transferred to any person or entity other than the Grandfathered Lot Owner's spouse, or
- (d) The Lot is owner-occupied by the Lot Owner for a minimum of one (1) year.

Notwithstanding the foregoing, at any given time, no more than 20% of all improved "Lots" shall be occupied under any Rental/Lease Agreement by persons other than the "Owner" of the "Lot" or their Immediate Family. If 20% of the improved "Lots" are rented/leased, no additional Rental/Leasing Permits shall be issued until the outstanding current percentage of rented/leased "Lots" drops below 20%. "Lot" "Owners" who have been denied a "Hardship Rental"/Leasing Permit, as described herein, due to the 20% restriction rule, shall automatically be placed on a waiting list until permits are available. The waiting list shall have "Hardship Rental"/Leasing Permits considered in the order in which requests were received.

Section ~~76.129~~. Waste. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers which are not visible from the front of any residence **or in a waste container enclosure as specified in the ACC Guidelines and Standards.** All Equipment for the storage and disposal for such material shall be kept in a clean and sanitary conditions.

ARTICLE VII: RULES, REGULATIONS AND DECLARATION ENFORCEMENT

The "Board" shall have the power to make additional reasonable rules and regulations to ensure the enjoyment of the "Properties" and improvement thereon, and "Common Areas," as well as for the safety of all "Owners" in the "Palmira Lakes" community.

The Association, acting through its Board, shall have the power and authority to adopt, promulgate, amend, and publish rules, regulations, and guidelines, including but not limited to Rules and Regulations and Architectural Standards and Guidelines. Such documents, as amended from time to time by the Board, are hereby incorporated into and made a material part of this Declaration by this reference, and shall be as fully binding upon all Owners and properties as if set forth herein in full.

Section 7.1. Homeowner Responsibility. ~~(g)~~ All "Owners" and occupants shall abide by the covenants, conditions, protective restrictions contained herein, and any Rules and Regulations adopted by the "Board." Any person entering "Palmira Lakes" shall be deemed to be aware of the "Declaration" and any rules and regulations and agrees to comply fully and promptly with all such covenants, conditions, protective restrictions contained herein, and any rules and regulations. "Owners" shall be responsible for violations committed by their tenants and guests. The "Board" may proceed against the "Owner" for any violation.

Section 7.2. Enforcement. The "Board" shall have the power to enforce compliance with all covenants, conditions, protective restrictions contained herein, ~~said~~ Rules

and or Regulations by all appropriate legal and equitable remedies, and an “Owner” determined by judicial action to have violated any covenant, condition, protective restriction contained herein, or said Rules and Regulations shall be liable to the “Association” for all fines, “Assessments,” damages and costs, including attorney fees.

Section 7.3. Enforcement Procedures. This is not meant to substitute for any other remedies provided by the “Declaration,” the Bylaws, or any state-mandated policies and procedures.

1. **First Notice:** Notice of a violation will be sent in writing to the “Owner” by U.S mail.
2. **Second Notice:** Failure to correct the violation in the allotted time (if given) designated in the first letter will then result in a Second Notice being sent to the “Owner” by registered or certified mail. The Second Notice will offer the “Owner” an opportunity for a hearing before the “Board” at the next scheduled Business Meeting of the “Board.”
3. **Hearing:** “Owners” have the right to represent themselves but are not entitled to legal representation at the hearing, nor can any recording be made. Any legal or statutory rule of evidence and procedure shall not apply to the hearing. The “Board” may restrict testimony or proceed in any manner or order that it deems appropriate. The “Board” may proceed with the hearing even if the violator fails to appear or refuses to participate. The “Board” may modify its procedures for particular circumstances, and any modification or non-compliance with the rules shall not invalidate or impair any fine or other enforcement.
4. **Additional Notice/Fines:** Failure to correct the violation in the allotted time (if given) designated in the first and second letters will then result in an additional notice being sent to the “Owner” by registered or certified mail.
 - a. After an initial hearing is held regarding a particular violation, additional fines may be imposed for the recurring violation without the benefit of any additional hearings.
 - b. Any “Owner,” their tenants, and guests who violate the “Declaration,” the rules, or any future rules, shall be subject to a minimum fine of fifty dollars (\$50.00) per occurrence/violation, with recurring fine assessments until the “Owner” complies with the “Association's” requests.
 - c. Fines will be formally imposed only after a hearing has been held. Fines will be due and payable within thirty (30) days of the date of the imposed fine, unless stated otherwise.
 - d. Fines will be considered delinquent within thirty (30) days after the assessed date. A delinquent fine may result in a lien being filed on the “Owner’s” property for nonpayment and will bear interest (at least 21% per annum), late fees of fifty dollars (\$50.00) per month, and all legal fees. Any

unpaid fines, late fees, legal fees, or interest will be considered aged receivables to be paid before crediting any "Owner" for payment towards Assessments. The "Association" shall initiate any available legal collection options, if needed.

e. Payment of an assessed fine does not relieve the violator from the responsibility of correcting the "Declaration" or rule violation.

f. In addition, the "Association" may suspend "Member" voting rights and may exercise other rights or remedies, as well as take legal action, including recovery of costs, expenses, and reasonable attorney fees.

g. Any technical irregularities or defects in the proceedings or notifications shall not invalidate any fine imposed.

ARTICLE III/VIII: AFFIRMATIVE AND PROTECTIVE COVENANTS ARCHITECTURAL CONTROL COMMITTEE

Section 1. Single Family Residence and Garages. ~~Subject to the provisions of Section 21 of this Article III, each residential structure erected or placed on any Lot shall be designed, intended and used as a residence for a single family only, and not more than one residential structure shall be placed on any Lot. There shall be constructed and maintained with each single family residence an attached garage for no less than two (2) automobiles.~~

~~Subject to approval under Section 21 of this Article II, any residence to be constructed on a Lot shall be situated on and within the building pad ("Building Pad") provided on said Lot by the Declarant as part of the Declarant's obligations in connection with the sale of said Lot. The size and location of said Building Pad shall be determined by the Declarant, at its sole discretion. The Declarant shall have no responsibility to an Owner to extend a Building Pad for the purpose of the construction by an Owner of any portion of the proposed residence extending beyond the initial Building Pad nor shall the Declarant have an obligation to provide a similar pad for the construction by an Owner of any other building structure, or improvements made to the subject Lot.~~

Section 2. Side Line and Front Line Set Back Restrictions. ~~No building shall be located on any Lot nearer the front line or the side street line than the minimum building setback lines as shown on the Plat. No projection of any building shall be permitted to extend into or encroach upon the space between said guiling line and the street. No building shall be located nearer than a distance of five (5) feet to an interior Lot line; provided, however, that the aggregate total distance of both side yard setback lines shall be no less than twelve (12) feet. No building shall be located on any Lot nearer than twenty five (25) feet to the rear Lot line; provided, however, should any rear Lot line run adjacent to Common Area, no building on such a Lot shall be located nearer than fifteen (15) feet to the rear Lot line.~~

Section 3. Minimum Lot Size. ~~No residence shall be erected or placed on a Lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 9,500 square feet.~~

Section 4. Further Subdivision of Lots. ~~The further dividing of any Lot or combination of Lots after approval by the Allen County Plan Commission is prohibited unless and until the Allen County Plan Commission has reviewed and approved the change. This restriction will~~

~~not prohibit utilizing a portion of all of an adjoining Lot to change the size of a Lot, so long as no Lot shall have a width of less than seventy five (75) feet at the building line.~~

~~**Section 5. Pre-Inhabitation.** Before any house or building on any Lot in the Plat shall be used and occupied as a dwelling or as otherwise provided in the Declaration, the Declarant or any subsequent developing Owner of said Lot shall install all improvements serving the Lot as provided in the development plans and specifications for the Properties filed with the Board of Commissioners of Allen County. Before any Lot may be used or occupied, the Owner of such Lot shall first obtain from the Zoning Administration the improvement location permit and certificate of occupancy required by the Allen County Zoning Ordinance.~~

~~**Section 6. Signs.** No sign of any kind shall be displayed to the public view on a Lot except: One professional sign of not more than six (6) square feet, advertising the Lot for sale or signs used by a builder to advertise the Lot during the construction and sale period. The provision of this Section 6 shall be applicable to signs used by Declarant.~~

~~**Section 7. Waste.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers which are not visible from the front of any residence. All Equipment for the storage and disposal for such material shall be kept in a clean and sanitary condition.~~

Section 218.1. Appointment of the Committee. ~~Declarant or~~ (The "Board" ~~following the formation by Declarant of the Association~~) may designate representatives to serve on the "Architectural Control Committee" (~~the~~ **"Committee ACC"**). The ~~Committee~~ **"ACC"** shall consist of at least three (3) and not more than five (5) members appointed by ~~Declarant or~~ the "Board, ~~if applicable.~~" **The chairperson of the "ACC" will be a Director from the "Board."** Neither the members of the "ACC" nor its designated representative shall be entitled to any compensation for services performed. The **"ACC"** shall serve at the pleasure of the "Board" and may be reorganized or disbanded as the "Board" deems appropriate and necessary.

Once the ~~Committee~~ **"ACC"** is established by ~~Declarant~~ the "Board," the ~~Committee~~ **"ACC"** shall assume the rights and obligations of ~~Declarant~~ the "Board" under Section ~~218.3 above below.~~ Once ~~Declarant or~~ the "Board," as appropriate, has appointed the ~~Committee~~ **"ACC,"** as defined ~~below above,~~ any plans and specifications for construction ~~not considered new construction of a Dwelling Unit or changes or "Improvements" to a "Lot,"~~ shall be submitted to and approved or disapproved by the ~~Committee~~ **"ACC"** pursuant to the requirements set forth in this Section ~~21-IX.~~

Section 8.2. Purpose of the Committee. The **"ACC"** was formed to preserve the harmonious design of our community by holding "Owners" accountable for adherence to the applicable guidelines set forth in the "Declarations," Rules and Regulations, and **"ACC" Guidelines.** The "Association" has established guidelines and policies to manage the development of new homes, modifications to existing homes, landscape modifications, and erosion control. The purpose of the **"ACC"** is to administer such guidelines and policies pertaining to the following "Owner" activities:

- a) New Home or Rebuild Construction: including, but not limited to, home architectural design, builder performance, structural component selection, color selection, driveway, and property grading.
- b) Existing Home/Lot Modifications: including, but not limited to, exterior alterations or improvements, including but not limited to structure construction, pools, patios, decks, driveways, walks, fences, architectural or building material or style, out-of-character color changes, and other structural changes. Interior changes do not require “ACC” approval.

General maintenance to home structures or to auxiliary property structures or landscaping (including cleaning, patching, repairing, pressure washing, cutting trees, general planting, brush removal, and other similar activities that do not result in structural changes or erosion issues) is expected as a routine event and does not require “ACC” approval.

Section 8.3. Architectural Control Responsibilities. The “ACC” is obligated and responsible for:

- ☐ Administering the application and review process pertaining to physical improvements or exterior modifications to the “Owner’s” property.
- ☐ Acting on and responding to any plans and specifications submitted within no more than ~~ninety (90)~~ thirty (30) days after receipt thereof.
- ☐ Working with the “Owner” to achieve compromises, if possible, which satisfy both the “Owner” and the “ACC” when conflicts exist.
- ☐ Using its discretion to engage the services of an outside agent when necessary to review plans and specifications submitted to it.
- ☐ ~~Declarant’s approval or disapproval as required in these Covenants shall be in.~~ Providing ~~writin~~g or electronic feedback to the “Owner” of all decisions with explanations.
- ☐ Providing electronic or written communications to the “Board” of all review decisions with explanations.
- ☐ Fairly enforcing standards outlined in all governing documents including, but not limited to, the “Declarations,” Bylaws, “ACC” Guidelines and Rules and Regulations.
- ☐ Making reasonable subjective and objective decisions about guideline compliance.
- ☐ Making recommendations to the “Board” relative to compliance issues.
- ☐ Reviewing guidelines for accuracy and recommending to the “Board” any changes needed.
- ☐ Educating the community about set guidelines.

- ❑ Keeping and maintaining minutes of its meetings and making such minutes available for inspection by the “Owners.”
- ❑ Further, upon approval, a set of final approved “Owner” plans shall be retained by the “ACC” or “Managing Agent” during the period of construction of the home, existing home, or “Lot” change.

The “ACC” will utilize multiple procedural processes to accomplish its purpose:

- ❑ “Owner” “ACC” Request
- ❑ “ACC” Approval or Denial
- ❑ “Owner” Appeal Process
- ❑ Noncompliance/Violation Administrative Process

ARTICLE IX X: ARCHITECTURAL CONTROL PROCESS

The goal of this section is to provide guidelines to ensure ~~as to~~ the quality of workmanship and materials, harmony of external design, aesthetics, and location in relation to surrounding structures, and as to location with respect to topography and finish grade level, and elevation within the community. No “Owner” shall commence any work until they have ~~been~~ submitted a written request to the “ACC” and they have received approval ~~in writing as to harmony of external design, aesthetics and location in relation to surrounding structures and topography by the~~ Declarant “ACC.”

The Association, acting through its Board, shall have the power and authority to adopt, promulgate, amend, and publish standards and guidelines, including but not limited to the Architectural Standards and Guidelines. Such documents, as amended from time to time by the Board, are hereby incorporated into and made a material part of this Declaration by this reference, and shall be as fully binding upon all Owners and properties as if set forth herein in full.

Section 9.1. Request For Construction Requirements. Before submitting a Request, the “Owner” should review the “ACC” Standards and Guidelines to ensure compliance with them. The “Owner” will submit an “ACC” Request form, which includes, as applicable:

- a) ~~Section 212. Other Construction. two (2) sets of plans~~ Plot drawing showing the location of all proposed and existing structures on the “Lot” including building setbacks, open space, driveways, walkways, and parking spaces;
- b) floor plans. (New home construction or additions only);
- c) exterior elevations of all proposed structures and alterations to existing structures, as such structures will appear after all backfilling and landscaping are completed;
- d) ~~and~~ specifications showing the nature, kind, shape, height, finishes, color, materials ~~and location~~ of all proposed structures and alterations to existing structures and showing front, side, and rear elevations; ~~the same shall have been submitted to and approved in writing as to harmony of external design, aesthetics and location in relation to surrounding structures and topography by Declarant.~~
- e) plans for grading;
- f) garage door location;
- g) start and finish dates.

No project shall commence prior to the receipt of written approval by the ACC. A fee of at least \$50.00 shall be charged for each project started or completed prior to receiving said approval.

Section 9.2. Owner Construction Responsibilities. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed, or maintained upon any "Lot," and no changes or deviations in or from such plans as approved shall be made without ~~Declarant's~~ the "ACC's" prior written consent.

- a) "Owners" will administer their contractor or themselves in adherence to the plans approved by the "ACC." Failure to do so may result in Noncompliance Fines, a Cease and Desist Order, and/or removal of unauthorized structures.
- b) "Owners" are solely responsible for meeting and obtaining all Allen County building codes and permit requirements prior to commencing work. The "ACC's" approval powers extend only to compliance with the "Association's" "Governing Documents" and do not serve as a substitute for any ancillary requirements imposed upon an "Owner" by local building codes or county/town ordinances.
- c) ~~Section 28. Construction Damage.~~ Each "Owner" shall be responsible for any damage caused to any "Lot," "Common Area," or other "Properties" during or after construction by any contractor and/or subcontractor engaged by said "Owner" to construct a dwelling or any other improvements on said "Owner's" "Lot." Should any "Owner" fail to properly repair such damage and/or restore any "Lot," "Common Areas" and/or "Properties" to a condition deemed acceptable by ~~Declarant~~ the "Board" as appropriate, ~~Declarant~~ the "Board" as appropriate, shall have the right to repair any such damage and/or restore any "Lot," "Common Areas" or "Properties" to an acceptable condition, and charge said "Owner" for all costs and expenses incurred in doing so. All costs and expenses incurred by ~~Declarant~~ the "Board," as appropriate, and charged to the "Owner" hereunder shall be considered part of and added to the amounts assessed and collected under Article ~~VI~~ XII hereof.

Section 9.3. ACC Decision. The "ACC" shall have the right to approve or deny an "Owner" "Request for any new or accessory structure to be erected on any "Lot" or any modification to an existing home on any "Lot" relative to compliance with the "Declarations," Bylaws, "ACC" Guidelines and Rules and Regulations.

- ~~a) Declarant's approval or disapproval as required in these Covenants shall be in writing. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without Declarant's prior written consent.~~
- a) "Owner" Requests will not be approved if the "Owner" is not current with payment of Assessments of any kind placed on the "Owner/Lot."
- b) The "ACC" will target review and decision of the submitted "ACC" Request submitted from the "Owner" within thirty (30) days, but reserves the right to take up to sixty (60) days when a more in-depth review is required.
- c) In the event ~~Declarant~~ the "ACC" fails to approve or disapprove such improvements or other matters within ~~ninety (90)~~ thirty (30) days after said plans

and specifications have been submitted to it ~~or in any event, if no suit to enjoin the erection, addition, alteration, or change has been commenced prior to the completion thereof,~~ written approval will not be required, and **such approval shall be automatically granted without further action.** ~~this Section 21.2 will~~ and be deemed to have been duly complied with by the "Lot Owner."

- d) ~~or in any event,~~ However, (c) above shall not apply:
- i. where the "ACC" has requested additional information or clarification from the "Owner" with respect to the previously submitted Request, or in the case that the "ACC" needs to consult with the "Board." In such a case, the thirty (30) day time period shall be extended by the number of days from the "ACC" request to the "Owner's" response, or
 - ii. ~~if no suit to enjoin the erection, addition, alteration, or change has been commenced prior to the completion thereof.~~

Section 9.4. Appeal Process. Within ten (10) business days after notice of an ACC denial decision has been mailed, the Owner may file a written request that the ACC reconsider such decision. Any such request for reconsideration shall include a statement of the basis for such request and technical design information supporting such request. The ACC may require additional information in connection with any request for reconsideration. The Owner's written request for reconsideration may include a request to personally address the ACC at its next scheduled meeting. All reconsiderations will be reviewed on a case-by-case basis, and the granting of a request for reconsideration, with respect to one project, does not imply or guarantee that a similar request will be granted with respect to any other project. Each case will be reviewed on its own merits and considering the overall objectives of these Standards and Guidelines. Any action, ruling or decision of the ACC may be appealed to the Board by any party directly affected by the decision. To initiate an appeal, a party must submit the request to the "Managing Agent," to include a written request for an appeal to the Board, within ten (10) days of the date of an ACC decision providing grounds for the appeal. The decision of the Board is final.

Section 9.5. After Approval. The project shall be completed as approved. Any changes from the original plan shall be approved prior to the start of the project. If the Owner desires to make any changes to the approved plan, the Owner shall contact the ACC for guidance.

Section 9.6. Inspection and Compliance. Upon completion of any project, "ACC" will inspect the property to confirm that the project is in compliance with the approved plans. Annually, the ACC and/or the Board will inspect Palmira Lakes properties for compliance with these Standards and Guidelines.

Section 9.7. Violations. In the event of a covenant violation, the "ACC" and/or the "Board" shall seek to obtain compliance through communications, letters, and personal contact with the "Owner." If these efforts fail, the "Association" shall inform the "Owner" of the violation in writing by certified mail, giving the "Owner" reasonable time in which to correct the violation. If the violation is not corrected to the satisfaction of the "ACC," the matter shall be turned over to the "Board," which shall then determine the appropriate course of action. Actions may include, as appropriate and at the "Board's" discretion, any or all of the following:

- (a) Issuing a cease-and-desist notice requiring the “Owner” to correct the violation or to restore the affected area to its original condition.
- (b) Assessing violation charges.
- (c) Taking any other legal action.

If legal action is deemed necessary by the “ACC” to enforce this Article, the “Association” shall be entitled to injunctive relief and/or compensatory damages, along with reasonable costs and expenses, including attorney fees for said action.

Section 9.8. Liability. Neither ~~Declarant~~ the “Association,” nor the “ACC” nor any heirs personal representatives, successors or assigns thereof, 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 ~~Declarant~~ the “ACC” to recover any damages or to require ~~Declarant~~ the “ACC” 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 ~~Declarant’s~~ the “ACC” office for review thereby, nor the approval thereof by ~~Declarant~~ the “ACC,” shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent “Lot Owner” may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

~~Once the Declarant or the Board, as appropriate, has appointed the Committee, as defined below, any plans and specifications for construction not considered new construction of a Dwelling Unit shall be submitted to and approved or disapproved by the Committee pursuant to the requirements set forth in this Section 21.2.~~

Section 9.9. Indemnity. Each contractor and “Owner” shall comply in all respects with all applicable laws, rules, and regulations relating to any construction activities undertaken in the subdivision and will indemnify and hold harmless the “Association” from any and all liability, without limitation, for any laws relating to immigration or employment matters.

ARTICLE X: ARCHITECTURAL REQUIREMENTS

Section 10.1. Owner’s Obligation to Repair. Each “Owner” shall, at ~~his~~ **their** sole cost and expense, maintain and repair ~~his-their~~ “Lot” and the “Improvements” situated thereon, keeping the same in good condition and repair. In the event that any “Owner” shall fail to maintain and repair ~~his~~ **their** “Lot” and the “Improvements” hereon as required hereunder, the “Association,” in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents **and employees**, to enter said “Lot” and to repair, maintain and restore the “Lot” and the exterior of the buildings and any other “Improvements” erected thereon; and each “Owner” (by acceptance of a deed for ~~his~~ **their** “Lot”) hereby **covenants** and agrees to repay the “Association” the cost thereof immediately upon demand, and the failure of any such

“Owner” to pay the same shall carry with it the same consequences as the failure to pay any “Assessment” hereunder when due.

Section 2110.2 New or Rebuild Construction. Notwithstanding any provisions to the contrary set forth in **Section 21, Article IX until such time as Declarant has conveyed title to all Lots and is no longer a “Member” of the “Association,”** the following shall apply: (a) No “Owner” shall construct, or cause the construction of, a single-family residence on any “Lot” prior to obtaining **Declarant’s the “ACC’s”** written approval of the licensed residential contractor the “Owner” intends to engage to construct said residence; and (b) All plans and specifications for the construction of a new single-family residence shall be submitted to and approved or disapproved by **Declarant the “ACC”** pursuant to **Section 21 Article IX below.**

Section 1.10.2.1. Single Family Residence and Garages. Subject to the provisions of **Section 21 of this Article III X,** each residential structure erected or placed on any “Lot” shall be designed, intended, and used as a residence for a single family only, and not more than one residential structure shall be placed on any “Lot.” There shall be constructed and maintained with each single-family residence an attached garage for no less than two (2) automobiles.

~~Subject to approval under Section 21 of this Article II, any residence to be constructed on a Lot shall be situated on and within the building pad (“Building Pad”) provided on said Lot by the Declarant as part of the Declarant’s obligations in connection with the sale of said Lot. The size and location of said Building Pad shall be determined by the Declarant, at its sole discretion. The Declarant shall have no responsibility to an Owner to extend a Building Pad for the purpose of the construction by an Owner of any portion of the proposed residence extending beyond the initial Building Pad nor shall the Declarant have an obligation to provide a similar pad for the construction by an Owner of any other building structure, or improvements made to the subject Lot.~~

Section 2110.2.2. Side Line and Front Line Set Back Restrictions. No building shall be located on any “Lot” nearer the front line or the side street line than the minimum building setback lines as shown on the Plat. No projection of any building shall be permitted to extend into or encroach upon the space between said gulling line and the street. No building shall be located nearer than a distance of five (5) feet to an interior “Lot” line; provided, however, that the aggregate total distance of both side yard setback lines shall be no less than twelve (12) feet. No building shall be located on any “Lot” nearer than twenty-five (25) feet to the rear “Lot” line; provided, however, should any rear “Lot” line run adjacent to “Common Areas,” no building on such a “Lot” shall be located nearer than fifteen (15) feet to the rear “Lot” line.

Section 2210.2.3. Flood Protection Grades. In order to minimize potential damages from surface water, flood protection grades are hereby established as set forth below. All dwellings 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 of any dwelling. The flood protection grades shall be per North American Vertical Datum 1988 and shall be specifically outlined in the Secondary Plat of Palmira Lakes, Sections 1- 4, as approved by the Allen County Plan Commission.

The flood protection grades for “Palmira Lakes,” **Section 4**, are as follows, inclusive:

- ☐ Lots 7-8 = 842.1 feet rear elevation; 844.0 feet front elevation
- ☐ Lots 9-10 = 842.1 feet
- ☐ Lots 12-17 = 842.1 feet
- ☐ Lot 18 = 840.6 feet rear elevation; 842.1 feet front elevation
- ☐ Lots 19-22 = 840.6 feet
- ☐ Lot 29 = 840.6 feet
- ☐ Lots 30-31 = 840.6 feet rear elevation; 843.0 feet front elevation
- ☐ Lots 39-40 = 840.6 feet
- ☐ Lot 41 = 838.8 feet rear elevation; 840.6 feet front elevation
- ☐ Lots 42-46 = 838.8 feet
- ☐ Lots 47-48 = 838.8 feet rear elevation; 841.5 feet front elevation
- ☐ Lots 58-59 = 842.0 feet
- ☐ Lots 60-64 = 840.7 feet
- ☐ Lots 65-66 = 840.5 feet rear elevation; 844.0 feet front elevation
- ☐ Lots 67-69 = 840.5 feet
- ☐ Lot 70 = 840.5 feet rear elevation; 842.0 feet front elevation
- ☐ Lots 71-74 = 840.5 feet
- ☐ Lots 76-79 = 838.5 feet
- ☐ Lots 80-81 = 838.5 feet rear elevation; 840.5 feet front elevation
- ☐ Lot 82 = 838.5 feet
- ☐ Lots 83-85 = 840.5 feet
- ☐ Lots 86-87 = 840.5 feet rear elevation; 841.8 feet front elevation
- ☐ Lots 89-90 = 840.5 feet
- ☐ Lots 91-92 = 840.5 feet rear elevation; 841.8 feet front elevation
- ☐ Lot 93 = 840.5 feet
- ☐ Lots 102-103 = 838.5 feet rear elevation; 841.2 feet front elevation
- ☐ Lots 104-105 = 838.5 feet
- ☐ Lot 107 = 838.5 feet
- ☐ Lots 108-109 = 838.5 feet rear elevation; 838.9 feet front elevation
- ☐ Lots 110-111 = 838.5 feet
- ☐ Lots 118-119 = 841.3 feet
- ☐ Lot 120 = 841.3 feet rear elevation; 844.7 feet front elevation
- ☐ Lot 121 = 844.7 feet
- ☐ Lots 122-124 = 841.3 feet
- ☐ Lots 125-126 = 841.3 feet rear elevation; 843.0 feet front elevation
- ☐ Lot 127 = 841.3 feet
- ☐ Lot 128 = 841.3 feet rear elevation; 842.9 feet front elevation
- ☐ Lot 129 = 842.9 feet
- ☐ Lots 130-131 = 841.3 feet rear elevation; 842.7 feet front elevation
- ☐ Lots 132-135 = 841.3 feet
- ☐ Lots 136-142 = 838.5 feet
- ☐ Lots 144-146 = 838.5 feet
- ☐ Lots 147-148 = 838.5 feet rear elevation; 845.5 feet front elevation
- ☐ Lots 149-155 = 838.5 feet
- ☐ Lots 156-157 = 838.5 feet rear elevation; 843.2 feet front elevation

- Lots 158-159 = 838.7 feet
- Lots 162-168 = 838.7 feet

Section ~~3~~10.2.4. Minimum Lot Size. No residence shall be erected or placed on a “Lot” having a width of less than sixty (60) feet at the minimum building setback line, nor shall any residence be erected or placed on any “Lot” having an area of less than 9,500 square feet.

Section ~~14-10~~2.5. Maximum Building Coverage. The total habitable floor area of the residence on each “Lot” shall have the following square footage restrictions, which are exclusive of porches and garages:

- (a) all one-story structures shall have a minimum of 1,450 square feet, and
- (b) all two-story structures shall have a minimum of 1,900 square feet.

All structures, exterior colors and design must be approved by the **Architectural Control Committee “ACC”** pursuant to **Section 21 of this Article III IX.**

Section ~~4~~10.2.6. Further Subdivision of Lots. **Not more than one single-family dwelling may be erected on any one “Lot” as shown on the recorded map.** The further dividing of any “Lot” or combination of “Lots” after approval by the Allen County Plan Commission is prohibited unless and until the Allen County Plan Commission has reviewed and approved the change. ~~This restriction will not prohibit utilizing a portion of all of an adjoining “Lot” to change the size of a “Lot,” so long as no “Lot” shall have a width of less than seventy five (75) feet at the building line.~~

Section ~~11~~10.2.7. No Prefabricated Construction. All residences and other structures constructed or erected upon any “Lot” shall be new construction, and in no event shall any prefabricated or existing residences or garages be moved onto any “Lot.”

Section ~~5~~10.2.8. Pre-Inhabitation. Before any house or building on any “Lot” in the Plat shall be used and occupied as a dwelling or as otherwise provided in the “Declarations,” the **Declarant or any subsequent developing Owner of said Lot “Association”** shall install all “Improvements” serving the “Lot” as provided in the development plans and specifications for the “Properties” filed with the “Board” of Commissioners of Allen County. Before any “Lot” may be used or occupied, the “Owner” of such “Lot” shall first obtain from the Zoning Administration the “Improvement” location permit and certificate of occupancy required by the Allen County Zoning Ordinance.

In no event shall any residential dwelling upon any “Lot” be occupied until it has been fully completed in accordance with plans approved by the **Architectural Control Committee “ACC.”** No trailer, basement, tent, shack, or garage erected or placed on any “Lot” shall at any time be used as a residence temporarily or permanently, nor shall any structure or a temporary character be used as a residence.

Section ~~21~~10.3. Other Construction. No building, outbuilding, fence, wall, swimming pool or spa, or other structure shall be commenced, erected or maintained upon any “Lot,” nor shall any exterior addition, change, or alteration in or to such structure or any residence,

including, without limitation, the repainting of the exterior of any residence and/or garage, or any portion thereof, be commenced until written **approval has been given by the "ACC."**

Section 2510.4. Utility Easements. Except for easements and **Declarant's the "Association's"** rights relating thereto as set forth in Article **IV** XI, Section **11.1** hereof, no "Owner" shall erect on a "Lot," or grant to any entity 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 in these "Covenants" shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables.~~ Electrical service entrance facilities installed for any residence or other structure on a "Lot" connecting it to the electrical distribution system of any electric public utility shall be provided by the "Owner" of the "Lot" who constructs the residence or structure and shall carry not less than three (3) wires and have a capacity of not less than two hundred twenty (220) amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

Section 2610.5. Surface, Storm and Underground Water Discharge. Each "Owner" shall take all steps necessary to maintain and continue at all times the separation of surface, storm and underground waters from the sanitary sewer system servicing each dwelling, unit, including, without limitation, not allowing discharge from gutter downspouts, interior or exterior foundation drains, foundation drain sump pumps, yard and other surface storm or underground waters to be connected to or flow through or into, directly or indirectly, said sanitary sewer system. Any surface, storm or underground water discharge service system erected constructed or maintained by the "Owner" shall be done so in compliance with all local, state and federal rules, regulations and standards governing such discharge systems, including, without limitation, the rules, regulations and standards set forth by the Allen County Drainage Board, or its successor.

The Declarant "Association" shall provide a swale or similar storm water drainage system at the rear of each "Lot" (each, a "Storm Water Drainage System"), and each "Owner" shall connect ~~his or her~~ **their** foundation drain sump pump or other surface, storm or underground water discharge system maintained by said "Owner" to the Storm Water Drainage System (or, in the case of a swale, arrange for said sump pump or system discharge to flow to and through said swale) for purposes of adequately draining said "Lot."

Each "Owner" shall contact **Declarant the "Association"** prior to connection of ~~his or her~~ **their** dwelling unit to the sanitary sewer system and the Storm Water Drainage System constructed and maintained by **Declarant the "Association"** so **Declarant the "Association"** can verify and inspect, or arrange for verification and inspection of, the separate connections of the "Owner's" dwelling unit to the respective discharge systems. Should any "Owner" fail to comply with the provisions of this Section **26 10.5** and **Declarant the "Association"** incur any costs associated with curing said failure, including, without limitation disconnecting improper connections to **Declarant's the "Association's"** sanitary sewer system, **Declarant the "Association"** shall have the right to collect all of said costs from the "Owner," including, without limitation, the costs of collection and reasonable attorney fees.

In addition to the foregoing, each “Owner” shall take all steps necessary to keep the Storm Water Drainage System provided by **Declarant** the “**Association**” clear of debris so as to maintain the flow of draining said “Owner’s” “Lot.” Should any “Owner” fail to comply with the requirements hereunder, **Declarant** the “Board” ~~as appropriate~~, shall have the right to enter onto said “Owner’s” “Lot” and repair any Storm Water Drainage System and/or remove any debris or other items blocking the flow of water to or through said System, and charge said “Owner” for all costs and expenses incurred in doing so. All costs and expenses incurred by **Declarant**, the “**Board**” as appropriate, and charged to the “Owner” hereunder shall be considered part of and added to the amounts assessed and collected under Article ~~V~~ **XII** hereof.

Section 10.6. Homes

Section 2310.6.1. Front Exteriors. All front elevations must be of natural material, (i.e., wood, brick or stone), except for soffits and the use of hardi plank or vinyl siding, on a limited basis to highlight or complement the natural material required to cover the majority of all front elevations hereunder. **Facia, gutters, and downspouts shall blend and be directly compatible with the architectural detail of exterior walls.**

Section 10.6.2. Roofing Materials. Roofing materials are to be predominantly Architectural Dimensional Shingles. Design integration of metal roofing is allowed for pergolas, but must be approved by the “ACC.” No full-scale metal roofing is allowed.

Section 10.6.3. Windows and Doors (including garage), Exterior Trim. Color selections shall be harmonious with each other and with natural materials and shall be compatible with the colors of the natural surroundings and other adjacent properties.

Section 10.6.4. Exterior Colors. Exterior colors shall be applied consistently to all sides of a building. Color selections shall be harmonious with each other and with natural materials and shall be compatible with the colors of the natural surroundings and other adjacent properties.

Section 10.7. Other Structures. Refer to the AC Standards and Guidelines document.

Section 10.7.17. Temporary Structures. No temporary structures of any kind shall be erected or placed on any “Lot” and in no instance shall more than one dwelling or residence be erected or placed on any “Lot” as the same is shown on the Plat.

- c. Any garage erected more than one hundred twenty (120) days prior to the connection of the main dwelling or residence shall be considered temporary structures.
- d. In no event shall any residential dwelling upon any “Lot” be occupied until it has been fully completed in accordance with plans approved by the “ACC.”
- e. No trailer, basement, tent, shack, or garage erected or placed on any “Lot” shall at any time be used as a residence temporarily or permanently, nor shall any structure or a temporary character be used as a residence.

Section 2410.8. Landscaping and Lawn :Lake Lots Maintenance Requirement.

“ACC” approval is not required for foundation plantings, trees, or single plantings so long as they do not block neighbors’ views of ponds or create a safety hazard.

- (a) “ACC” approval is required for hedges (a row of bushes or low trees planted closely together to form a boundary).
- (b) In addition, no landscaping design may be undertaken that would cause water run-off to flood a neighboring “Lot” or harm the “Palmira Lakes” Stormwater Detention System.

Section 24 (b) 10.8.1. Initial Landscaping Timeframe. All “Owners,” as soon as reasonably possible upon completion of construction of their house, shall properly grass seed or sod their ~~Lot and maintain their~~ yard in a condition consistent with the aesthetic integrity of the yards contained on other “Lots” and the “Properties,” as defined by ~~Declarant~~ the “Association.” Said landscaping shall be completed, or caused to be completed, by each “Owner” within one (1) year after the date of said “Owner’s” certificate of occupancy, as issued by the Allen County Building Department, authorizing the “Owner’s” occupancy of the house. ~~The foregoing landscaping shall not apply to Declarant nor to any Common Area of Lot owned by Declarant.~~

Section 24 (a) 10.8.2. Owner Landscaping Maintenance Responsibility. All “Owners” shall landscape, or cause to be landscaped, their “Lot,” at a minimum, in a manner so as to maintain and remain consistent with the aesthetic integrity of the landscaping contained on the “Properties,” as defined by ~~Declarant~~ the “Board” or “ACC.”

Section 10.8.2.1 General Maintenance Standards It shall be the duty of all persons to cut and remove from any property owned, leased, or occupied by such person all grass or weeds over four inches in height and to cut and remove from any land owned, leased, or occupied by such person all weeds which do not grow to a height of six (6) inches when the same have reached the flowering stage.

- ❑ **Lawn Care:** Lawns must be regularly mowed, edged, weeded, and fertilized. Use of any type of animal fecal matter on lawns is strictly prohibited.
- ❑ **Tree/Shrub Care:** Shrubs and trees must be trimmed away from houses, walkways, and roofs. Dead plant material must be removed promptly.

Section 24 (c) 10.8.2.2. Lake-Pond and Swale Lots Maintenance Requirement. The “Owners” of Lots 60-63, inclusive, 65-74, inclusive, 78-81, inclusive, and Lots 84-93, inclusive, Lots 102-105, inclusive, Lots 107-110, inclusive, Lots 118-120, inclusive, Lots 122-128, inclusive, Lots 130-135, inclusive, Lots 136-142, inclusive, Lots 144-150, inclusive, Lots 154-157, inclusive, and Lots 165-168, inclusive, **and Lots that border any common area swales in Sections 2, 3, and 4, inclusive,** shall each be responsible for mowing of grass and other maintenance of that portion of “Common Areas”

located between such "Owner's" real "Lot" line and the edge of any lake pond and/or border any swales located in the block of "Common Areas" that lies adjacent to such "Owner's" "Lot." Such mowing and other maintenance shall be completed at each such "Owner's" expense and in a manner so that such area shall be and remain consistent with the aesthetic integrity of the lawns and "Common Areas" in and around "Palmira Lakes." Each "Owner" designated above shall remain obligated hereunder until such time as the "Association" shall expressly assume such "Owner's" obligations under this subsection 10.8.2.2.

Section 2710.8.3. Single Owner Contiguous or Multiple Lots. ~~In addition to the foregoing, ‡~~The "Owner" of any "Lot" or multiple "Lots," including any contiguous "Lots" referenced in Section 10.2.6 above shall be responsible for providing yard-quality grass seeding and appropriate maintenance thereof for each "Lot" owned pursuant to Section 10.8 above ~~24 of this Article III.~~

Any proposed use of any "Lot" or "Lots" owned by any "Owner" in addition to the "Lot" owned by said "Owner" upon which said "Owner's" dwelling unit is constructed, shall be consistent with and not violate any provisions contained herein. Any proposed temporary or other use of any additional "Lot" or "Lots" inconsistent with or in violation of any provisions contained herein shall be subject to the prior approval by the ~~Declarant or Committee~~ "ACC," as appropriate, pursuant to Article ~~Ⅴ~~ X hereof.

ARTICLE ~~IV~~ XI: EASEMENTS

Section 11.1. Easements Reserved For The Association Declarant. Easements for the installation, maintenance repair and removal of public and/or quasipublic utilities and sewer and drainage facilities, and floodway easements are reserved by the "Association" Declarant over, under and across the "Properties," as shown on the recorded Plat thereof. Full ingress and egress shall be had by ~~Declarant~~ the "Association" at all times over the "Properties" for the installation, operations, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easements or with the use maintenance, operation or installation of such utility. The grade of the land in any such easement shall not to be changed or altered by any "Owner" of any "Lot," after the said grade has been established. All utility easements as dedicated on the Plat shall be left free from all permanent structures, and the removal of any obstructions, whether temporary or permanent, shall be subject to the paramount right of the utility and/or sewer installation. ~~Declarant~~ The "Association" shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasipublic utility.

Section 11.2. Surface Drainage Easements. Surface drainage easements as shown in the Plat are intended for either periodic or occasional use as conductors for the flow or surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the "Association" or a proper public authority having jurisdiction over storm drainage shall have the right to repair and maintain such easements or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 11.3. Surface Water. No rain or stormwater runoff shall at any time be discharged or permitted to flow into the sanitary sewage system, which shall be a separate sewerage system from the stormwater and surface water runoff outlets. No individual water supply systems or individual sewage disposal systems shall be installed, maintained or used on any "Lot" except that any individual water system may be used for the purpose of a swimming pool or lawn irrigation.

ARTICLE ~~VI~~XII: COVENANT FOR MAINTENANCE ASSESSMENTS AND FEES

Section 12.1. Creation of the Lien and Personal Obligation for Assessments.

Each "Owner" of a "Lot" (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), for each "Lot" owned by any such "Owner," hereby covenants and agrees and shall be deemed to covenant and agree to pay to the "Association" (or to a mortgage company or other collection agency designated by the "Association"). Annual "Assessments" or charges (the "Annual Assessments"), to be paid on ~~June~~ **January** 1st of each year (hereinafter called "Annual Payment Dates") or in such other installments as the "Board" may elect. The "Assessments," together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each "Lot" against which each such "Assessment" is made. The "Assessments" together with such interest thereon and costs of collection thereof as hereinafter provided shall also be the continuing personal obligation of the person who was the "Owner" of such "Lot" at the time when the "Assessments" became due.

Section ~~27~~12.2. Single Owner Contiguous or Multiple Lots. Whenever two (2) or more "Lots" in "Palmira Lakes," ~~Section 4,~~ shall be owned by the same person, contiguously situated or otherwise, such "Owner" shall be subject to and agree to pay to the "Association" for each "Lot" owned by said "Owner" all assessments and other charges collectible by the "Association" pursuant to Article ~~VI~~ XII of these ~~Restrictions~~ **"Declarations."** ~~except in the event a dwelling unit is constructed on such contiguous "Lots" so that any portion of said dwelling unit is located on or across the common "Lot" line intended to divide said "Lots." In such a case, the subject contiguous "Lots" shall be considered one (1) "Lot" for purposes of all assessments and other charges collectible by the "Association" and payable by the "Owner" under Article VI of these Restrictions.~~

Section ~~2~~12.3. Purpose of Annual Assessments. The Annual Assessments levied by the "Association" shall be used exclusively for (i) the care, preservations, supervision, improvement and maintenance of the "Common Areas" and of the improvement situated thereon; (ii) the payment of taxes on and insurance in connection with the "Common Areas" and the repair, replacement and making of additions thereto; (iii) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for the management, supervision, maintenance and repair of, the "Common Areas," including without limitation the stormwater detention basin and control structures and ~~of any existing and future recreational lakes together with~~ any outlet and water level control structures ~~and of the park area~~ and improvements situated thereon (iv) carrying out the duties of the "Board" as set forth in Article ~~VIII~~ XIII hereafter; and (v) carrying out the purposes of the "Association" as stated in its Articles of Incorporation.

~~Article X.~~ **Purpose of Section 12.4. Stormwater Detention System and Pond Maintenance Assessment.** The "Association" and as stipulated in Section 12.5

below, shall be obligated to maintain, repair and/or replace, as necessary, the stormwater drainage system and the stormwater detention system consisting of ponds shown on the Plat of the subdivision, together with outlets and water control structures, the cost of which shall be borne by all of the "Owners" in "Palmira Lakes" and subsequent "Owners" of "Lots" in any and all of the sections of "Palmira Lakes."

The "Owner" of any "Lot" in this section, ~~or any future sections, of "Palmira Lakes"~~ and/or the Allen County Drainage Board shall have the right to order the "Association" to carry out its obligation to maintain, repair and/or replace the stormwater drainage system and stormwater detention system improvements, as above provided, and to assess the "Owners" of all "Lots" in this section and future sections of "Palmira Lakes" with the cost thereof.

~~Until the year beginning January 1, 2018, the annual assessment for pond maintenance shall be \$25.00 per Lot. Commencing with the year beginning January 1, 2018, and each preceding year thereafter, the Board of Directors of the Association, at its annual meeting next preceding, and each January 1 thereafter, shall set the amount of the annual assessment for the maintenance of the ponds in addition to the regular annual maintenance fee for the Common Areas as set forth in Article VI, provided that the annual assessment for the stormwater detention system (ponds) under this Article X, Section 8 shall never be less than \$25.00.~~

Notwithstanding anything to the contrary to the aforesaid, any alteration or amendment of the ~~Restrictions and Covenants~~ "Declarations" must be made accordingly with the prior approval of the Allen County Plan Commission and further that the ~~Restrictions and Covenants~~ "Declarations" herein contained and only as they relate to the stormwater detention system and the maintenance and repair thereof, shall be in continuous effect for an indefinite period, except as amended with the prior approval of the Allen County Drainage Board.

Section 34 12.5. Improvement and Maintenance of the Common Areas Prior to Conveyance to the Association. Shared Ponds.

In addition to the maintenance responsibilities of the "Association" set forth in Section 5.1, with the exceptions set forth in Section 10.8.3, in cooperation with Palmira Lakes Villas Homeowners Association and Livingston Lakes Homeowners Association Upon conveyance of any portion of the Common Areas to the Association, the Association shall have the responsibility and duty of improving and maintain that portion of the Common Areas conveyed by the Declarant, however, **one half of the costs incurred for of the maintaining maintenance and repair of the Common Areas designated as Blocks A, G, and I/N, shall be borne by the Palmira Lakes Villas Homeowners Association, as a result of its joint benefit of Blocks A, G, and I/N, and one half of the costs of maintaining** incurred for the maintenance and repair of the Common Areas designated as **and Block O shall be borne by the Livingston Lakes Homeowners Association as a result of its joint benefit of Block O.** However, the Declarant shall have the responsibility and duty of improving and maintaining all Common Areas prior to conveyance thereof to the Association, including, without limitation, the payment of taxes on and insurance in connection with the Common Areas (or the portion thereof that has not been conveyed to the Association) and the costs of repairs, replacements and additions thereto and for paying the costs of labor, equipment (including the expense of leasing any

~~equipment) and materials required for, and management and supervision of, the Common Areas. In this regard, and during such period, all Assessments, both Annual and Special, collected by the Association shall be forthwith paid by the Association to Declarant to the extent that such Assessments are required by Declarant to improve and maintain the Common Areas as set forth in this paragraph. The Association shall rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to improve and maintain the Common Areas hereunder. Any sums required by Declarant to improve and maintain the Common Areas, in excess of the Assessments collected by the Association, shall be borne and paid exclusively by Declarant.~~

In the event additional maintenance and repairs beyond common and normal maintenance and repairs for Blocks A, G, I/N, and O are required at any time to ensure all improvements located in and all drainage systems running throughout Blocks A, G, I/N, and O are in good repair and working order (“Extraordinary Repairs”), the Association shall obtain the approval of the affected Homeowners Association prior to incurring the costs and expenses required to complete the Extraordinary Repairs. Should the affected Homeowners Association fail to respond to the Association’s request for approval within fifteen (15) days of the affected Homeowners Association’s receipt thereof, such approval shall be deemed granted, and the affected Homeowners Association shall contribute to all costs and expenses incurred by the Association in connection with the Extraordinary Repairs as required under this Section 12.5.

Should (a) any Extraordinary Repairs involve the drainage system running throughout Blocks A, G, I/N, and O, and (b) the affected Homeowners Association shall have rejected the Association’s request for approval to complete such drainage system-related Extraordinary Repairs, the Association shall submit its request for the approval of such Extraordinary Repairs to the Allen County, Indiana Drainage Board for its approval. If the Allen County, Indiana Drainage Board approves such Extraordinary Repairs, the Association shall complete such Extraordinary Repairs and the affected Homeowners Association shall contribute to all costs and expenses incurred by the Association in connection with such Extraordinary Repairs as required under this section 12.5.

Section 12.56. Basis and Amount of Annual Assessments.

~~i. Until the year beginning January 1, 2018, there shall be no Annual Assessment under this Article IV.~~

~~Commencing with the year beginning January 1, 2018 and e~~Each year thereafter, the “Board,” at its annual meeting and effective for the year commencing with the next January 1, and each January 1 thereafter, shall set the amount of the Annual “Assessment” for the following year for each “Lot,” taking into consideration the current maintenance costs and the future needs of the “Association,” provided that the Annual “Assessment” shall never be less than ~~\$200.00~~ the amount needed to cover estimated expenses.

Section 12.5.7 Capital Improvements Assessments. In the event any Annual Assessment includes, or the “Board” levies a special assessment (“Special Assessment”) in any given year to include, an amount for ~~the purpose of~~ defraying, in whole or in part, the cost of construction, repair or replacement of a capital improvement upon the “Common Areas, including the necessary fixtures and personal property related thereto, that portion of such “Assessment,” Annual or Special, relating to the capital improvement(s) must have the

assent of the “Members” entitled to cast a majority of the votes of the “Members” of the “Association” who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Section 3.4 of Article ~~VII~~ III. (“Annual Assessment” and “Special Assessment” are sometimes collectively referred to herein as the “Assessments.”)

Section 12.8. Compliance Assessments. The “Board” is authorized to levy a Compliance Assessment against an “Owner” for violations of the “Declarations,” Bylaws, Rules and Regulations, ACC Standards and Guidelines promulgated by the “Board” or “Declarations” as recorded in these documents. The Compliance Assessment will be set at least \$50/month and can be adjusted each fiscal year by the “Board” without amendment to these “Declarations.”

Section ~~6~~12.9. Uniform Rate of Assessment. Subject to the provisions of Section ~~14~~ 12.1 above ~~of this Article VI~~, both Annual and Special Assessments must be fixed at a uniform rate for all “Lots.”

Section 12.10. Residential Contractor Assessment. ~~All~~ “Lots” owned by a residential contractor licensed in Allen County, Indiana, as such and who holds title to a “Lot” for the purpose of constructing a Dwelling Unit on said “Lot” but not residing thereon shall pay one-half of the Uniform Rate of “Assessment.”

Section ~~7~~12.11. Date of Commencement of Assessments: Due Dates.

- (a) The ~~initial~~ Annual “Assessment” provided for in Section 12.6 above ~~of this Article VI~~ shall commence on the date fixed by the “Board” to be the date of commencement, and shall be payable annually, in advance, on each Annual Payment Date thereafter; provided, however, that if the date of commencement falls on other than the first day of a month, the “Assessment” for such month shall be prorated by the number of days remaining in the month.
- (b) The due date or dates of any Special “Assessment” under Section ~~5~~-12.7 above ~~hereof~~ shall be fixed in the “Board” resolution authorizing such Assessment.

Section ~~8~~12.12. Duties of the Board with Respect to Assessments.

- (a) The “Board” shall fix the date of commencement and the amount of the Assessment against each “Lot” for each Assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the “Lots” and Assessments applicable thereto which shall be kept in the office of the “Association” and shall be open to inspection by any “Owner.”
- (b) Written notice of the Assessment shall thereupon be delivered or mailed to every “Owner” subject thereto.
- (c) The “Board” shall upon demand at any time furnish to any “Owner” liable for said Assessment a certificate in writing signed by an officer of the “Association,” setting forth whether said Assessment had been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the “Board” of the issuance of such certificate.

Section ~~9~~12.13. Effect of Non-Payment of an Assessment: The Personal Obligation of the Owner; the Lien; Remedies of the Association.

- (a) If any Assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section ~~7~~-12.11 above ~~of this Article VI~~), then the unpaid amount of such Assessment shall become delinquent and shall together with such interest

thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the "Lot" of the non-paying "Owner" which shall bind such "Lot" in the hands of the then "Owner," ~~his~~ **their** heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then "Owner" to pay such Assessment, however, shall remain ~~his~~ **their** personal obligation and shall not pass to ~~his~~ **their** successors in title unless expressly assumed by them. The lien for unpaid Assessments shall be unaffected by any sale or assignment of a "Lot" and shall continue in full force and effect. No "Owner" may waive or otherwise escape liability for the Assessments provided herein by non-use of the "Common Areas" or abandonment of ~~his~~ **their** "Lot." ~~In addition to the foregoing, any Member whose Assessments, Annual or Special, become delinquent hereunder shall have his her or their privilege of the use and enjoyment of the Pool suspended until such time as the obligations hereunder are satisfied.~~

- (b) **All Assessments will be considered late after the 15th of the month following the due date, so payments received on the 16th are not one (1) day late, but fifteen (15) days late. All payments received after the 15th of the month following the due date shall be subject to a minimum of fifty dollar (\$50) monthly administration fee and are also subject to interest of twenty-one percent (21%) per annum.**
- (c) If any Assessment or any part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from the date of delinquency at the maximum legal rate of interest, and the "Association" may, at its election, bring an action at law against the "Owner" personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto and there shall be added to the amount of such Assessment the costs of preparing and filing the complaint (including reasonable attorney's fees) in such action and, in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.
- (d) **This is not meant to substitute for any other remedies provided by these "Declarations," the Bylaws, or any state-mandated policies and procedures. All remedies shall be separate and cumulative. Collection levels are determined by amounts in arrears rather than time frames. Late fees and interest will not be charged on any amount that is less than the amount of a one-month assessment. For the purposes of collections, all fines, late fees, interest or other "Association" charges are considered part of the total amount being collected.**

Section ~~10~~12.14. Subordination of the Lien to Mortgages. The lien of the Assessments provided herein shall be subordinate and inferior to the lien of any mortgage or deed of trust now or hereafter placed upon the "Lots" subject to assessment; provided, however, that such subordination shall apply only to the "Assessments" which have become due and payable prior to the sale, whether public or private or such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such "Lots" from liability for the amount of any "Assessments" thereafter becoming due nor from the lien of any such subsequent "Assessment."

Section ~~11~~12.15. Exempt Property. The following property subject to ~~this~~ **these** "Declarations" shall be exempted from the Annual and Special Assessments, charges and

liens created herein: (a) ~~All~~ properties dedicated and accepted by the local public authority and devoted to public use; (b) ~~All~~ "Common Areas" as defined in Article I hereof; ~~All areas reserved by the Declarant on the recorded Plat of the Properties;~~ (c) ~~All Lots owned by Declarant;~~ (d) ~~all Lots owned by a residential contractor licensed in Allen County, Indiana as such and who holds title to a Lot for the purpose of constructing a Dwelling Unit3on said Lot but not residing thereon.~~ Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said Assessments, charges, or liens.

Section 12.16. Administration Fees. The "Association" may assess against a "Lot" a reasonable charge for providing letters notifying "Owners" of any violations or breaches of the **Restrictions** "Declarations." The "Association" may incur administrative time and expense in receiving and reviewing complaints of any violations of these **Restrictions** "Declarations," onsite inspections, consultations, mailing, and other time, costs, and expenses. The fee shall be charged for the first notice of violation; however, the "Association" may charge an "Owner" for any subsequent letter for the same ~~of or~~ substantially the same violation of these **Restrictions** "Declarations." The "Board" ~~of~~ **Directors of the Association** may adjust the administrative fees from time to time, but such administrative fee shall not be less than \$75.00 per letter **or fifteen percent (15%) of the annual Association fee, whichever is greater.** The administrative fees contained within this ~~Section 10~~ **Article 12** shall be collected in accordance with Section ~~9~~ **12.13** above.

ARTICLE ~~VIII~~ **XIII: GENERAL POWERS AND DUTIES OF BOARD ~~OF~~ DIRECTORS OF THE ASSOCIATION**

Section 13.1. Powers and Duties. The "Board," for the benefit of the "Properties" and the "Owner," shall provide, and shall pay for out of the maintenance fund provided for in Article ~~V~~, ~~Section 1~~ **XII**, above, the following:

- (a) Taxes and assessments and other liens and encumbrances, which shall properly be assessed or charged against the "Common Areas," rather than against the individual "Owners."
- (b) Care and preservation of the "Common Areas" and full maintenance of a utility service for the "Common Areas," including the furnishing and upkeep of any desired personal property for use in the "Common Areas."
- (c) The services of a person or firm to manage the "Association" or any separate portion thereof, to the extent deemed advisable by the "Board" and the services of such other personnel as the "Board" shall determine to be necessary or proper for the operation of the "Association," whether such personnel are employed directly by the "Board" or by the manager.
- (d) Legal and Accounting services.
- (e) A policy or policies of insurance insuring the "Association" against any liability to the public or to the "Owners" (and/or invitees or tenants), incident to the operation of the "Association," in an amount not less than \$100,000 to indemnify against the claim of one **(1)** person, \$300,000 against the claim of two **(2)** or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds.
- (f) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

- (g) Such fidelity bonds as the "Board" may determine to be advisable.
- (h) Any other materials, supplies, insurance, **furniture**, labor, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual "Owner") which the "Board" is required to obtain or pay for pursuant to the terms of **this these** "Declarations" or by law or which in its opinion shall be necessary or proper for the operation or protection of the "Association" or for the enforcement of **this these** "Declarations."

The "Board" shall have the following additional rights, powers, **authority** and **duties**:

- (a) To execute all declarations of ownership for tax assessment purposes with regard to the "Common Areas" on behalf of the "Owners."
- (b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent "Owners," if the "Board" sees fit.
- (c) To enter into contracts, maintain one or more bank accounts (granting authority as the "Board" shall desire to one or more persons to sign checks) and generally, to have all the powers necessary or incidental to the operation and management of the "Association."
- (d) To protect or defend the "Common Areas" from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.
- (e) To make, **adopt, appeal, publish, and enforce** reasonable **Rules and Regulations governing the use of the "Lots" and improvements thereon, Common Areas, and the personal conduct of "Members" and their guests thereon or the operation of the "Common Areas"** and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the "Members." **A copy of the Rules and Regulations, as they may from time to time be adopted, amended, or repealed, shall be mailed or delivered to each "Owner." Such Rules and Regulations may supplement, but shall not be inconsistent with, the provisions of these "Declarations," the Articles of Incorporation, or the "Bylaws." Any Rules and Regulations adopted by the "Board" shall be binding upon all "Owners," their tenants, guests, and invitees. (without limiting the generality of the foregoing language the rules and regulations may provide for limitations on use of the swimming pools or other common recreational areas during certain periods by youthful persons, visitors or otherwise).**
- (f) To make, adopt, appeal, publish, and enforce reasonable "ACC" Standards and Guidelines governing the "Lots" and improvements thereon, and to amend them from time to time, provided that any guideline may be amended or repealed by an instrument in writing signed by a majority of the "Members." **A copy of the ACC Standards and Guidelines, as they may from time to time be adopted, amended, or repealed, shall be mailed or delivered to each "Owner." Such ACC Standards and Guidelines may supplement, but shall not be inconsistent with, the provisions of these "Declarations," the Articles of Incorporation, or the "Bylaws." Any Rules and Regulations adopted by the "Board" shall be binding upon all "Owners."**
- (g) To make available to each "Owner" within sixty (60) days after the end of each year an annual report and, upon the written request of one-tenth (1/10) of the Members, to have such report audited by an independent, certified public accountant, which audited report shall be made available to each "Member" within thirty (30) days after completion.

- (h) To adjust the amount, collect, and use any insurance proceeds to repair damage or **replace** lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the "Members" in proportionate amounts to cover the deficiency.
- (i) To enforce the provision of ~~this~~ **these** "Declarations," and any Rules **and Regulations** made hereunder and to enjoin and seek damages from any "Owner" for violation of such provisions or Rules **and Regulations**.

Section 13.2. Board Powers, Exclusive. The "Board" shall have the exclusive right to contract for all goods, services, and insurance, payment for which is to be made by the "Association," and the exclusive right and obligation to perform the functions of the "Board" except as otherwise provided herein.

~~**Section 3. Owner's Obligation to Repair.** Each Owner shall, at his sole cost and expense maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and the improvements hereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.~~

ARTICLE ~~XXIV~~: **GENERAL PROVISIONS TERM AND AMENDMENT**

- (i) **Section 14.1. Duration.** The covenants, conditions and **protective** restrictions of this "Declaration" shall run with and bind the land subject to ~~this~~ **these** "Declarations" and shall inure to the benefit of and be enforceable by the "Association" and/or the "Owners" of the land subject to ~~this~~ **these** "Declarations,"
- (j) their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date that ~~this~~ **these** "Declarations" is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the "Members" entitled to cast a majority of the votes of the "Association" has been recorded, agreeing to abolish said covenants, conditions and **protective** restrictions or to change said covenants, conditions and **protective** restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change; ~~provided further, that no such agreements to change shall be applicable to existing buildings on the Properties.~~

~~**Section 2. Termination or Amendment by Declarant.** For a period of five (5) years following the date of the recording of this Declaration with the Office of the Recorder of Allen County, Indiana, Declarant, at its discretion, may abolish, amend or otherwise modify the Covenants, Conditions and Restrictions of this Declaration, in whole or in part, subject, however, to approval of the Allen County Plan Commission. Declarant's rights under this Section 2, for the duration of the aforementioned five (5) year period, shall supersede the rights to modify the Covenants, Conditions and Restrictions of this Declaration provided in Section 1 and/or Section 3 of this Article X.~~

Section ~~3~~ 14.2. Consent of Members. Except as provided in Section 1 and Section 2 of this Article, the covenants, conditions and **protective** restrictions of ~~this~~ **these** "Declarations" may be abolished, amended and/or changed in whole or in part, only with the consent of the "Members" ~~of each class of membership~~ entitled to cast fifty-one percent (51%) of the votes ~~of each such class~~ of the "Association," evidenced by a document in writing bearing each of their signatures; ~~provided, that (i) no amendment whatsoever shall be made without the written consent of the Declarant prior to January 1, 2028, notwithstanding that Declarant has no interest in the Properties at the time,~~ (ii) **Declarant**

- (a) ~~ii~~) **The "Association"** shall have the right to amend ~~this~~ **these** "Declarations" at any time from time to time, without the consent of any Member, to the extent that such amendments are required by the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, or other governmental authority involved in financing the improvement, purchase or sale of any of the "Lots" or the "Improvements" to be constructed thereon, and
- (b) ~~iii~~) no amended shall be made eliminating any of the covenants of Articles ~~III~~ X, XI, XIII and IV or adversely affecting or reducing the assessments provided in Article ~~VI~~ XII without the prior written approval of the Allen County Plan Commission or its successor, and further, however, that the **covenants, conditions, and protective restrictions** herein contained as they relate to the storm water dentition system and the maintenance and repair thereof shall be for an indefinite period except as amended with the prior approval of the Allen County Drainage Board.

ARTICLE ~~XXV~~: GENERAL PROVISIONS ENFORCEMENT

Section ~~41~~ 5.1. ~~Enforcement Process.~~ Enforcement of these covenants, **conditions** and **protective** restrictions shall be by and proceedings at law or in equity against any person or person violating or attempting to violate them, or to recover damages or to enforce any lien created by these covenants, **conditions and protective restrictions**;

Section 15.2. No Waiver of Rights. ~~and f~~ Failure by the "Association" or any "Owner" to enforce any covenants, **conditions** or **protective** restrictions herein contained shall in no event be deemed waiver of the right to do so thereafter.

Section 15.3. Recovery of Expenses. In the event the "Association" is successful in any proceeding, whether at law or in equity, brought to enforce any covenant, condition, protective restrictions, easement, reservation, lien, "Assessment" or charge now or subsequently imposed by the provisions of these ~~covenants and restrictions~~ "Declarations," they shall be entitled to recover from the party against whom the proceeding was brought, the reasonable attorney's fees and related costs and expenses incurred in such proceeding.

ARTICLE ~~XXVI~~: GENERAL PROVISIONS SEVERABILITY

Section ~~5~~. Severability. Invalidation of any one of these covenants, **conditions**, or **protective** restrictions by judgment or court order shall in no way affect any **of the** other provisions, which shall remain in full force and effect.

ARTICLE XXVII: GENERAL PROVISIONS

Section 617.1. Headings. The headings contained in ~~this~~ **these** “Declarations” are for reference purposes only and shall not in any way affect the meaning or interpretation of ~~this~~ **these** “Declarations.”

Section 717.2. Notices. Any notice required to be given to any “Member” or “Owner” under the provisions of ~~this~~ **these** “Declarations” shall be deemed to have been delivered when **either** deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as “Member” or “Owner” on the records of the “Association” at the time of such mailing; **or by email (if such “Owner” has provided an email address to the “Association”) to the “Owner.”**

Section 17.3. Inconsistent Provisions. **In the case of any conflict between these “Declarations” and the Bylaws, these “Declarations” shall control, and in the case of any conflict between these “Declarations” and any Indiana law or regulation, the Indiana law or regulation shall control.**

IN WITNESS WHEREOF, ~~Jeffrey M. Thomas a Member of Palmira Development, LLC, being the Declarant herein~~ **Lisa Heastan, the President and Kris Gilman, the Secretary of Palmira Lakes Homeowners Association, Inc.,** have executed this instrument on this, the **15th** day of **October, 2026**.

PALMIRA LAKES HOMEOWNERS ASSOCIATION, INC.

By: _____
Lisa Heastan, President

By: _____
Kris Gilman, Secretary

EXHIBIT A

PLAT OF THE PROPERTIES

1. Plat of Palmira Lakes, Section 1, A Subdivision In Aboite Township, Allen County, Indiana. Plat Record 2017063845, Cabinet G, page 194.
2. Plat of Palmira Lakes, Section 2, A Subdivision In Aboite Township, Allen County, Indiana. Plat Record 202041096, Cabinet H, page 79.
3. Plat of Palmira Lakes, Section 3, A Subdivision In Aboite Township, Allen County, Indiana. Plat Record 2020068212, Cabinet H, page 98.
4. Plat of Palmira Lakes, Section 4, A Subdivision In Aboite Township, Allen County, Indiana. Plat Record ????? Cabinet H, page 152.

EXHIBIT B

ORIGINAL DECLARATIONS

1. Primary Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended To And As Part of The Dedication And Plat of Palmira Lakes, Section 1, A Subdivision In Aboite Township, Allen County, Indiana. Recorded December 7, 2017, in Plat Cab G, Page 194 and known as Instrument 2017063845.
2. Primary Dedication, Declaration, Protective Restrictions, , Limitations, Easements and Approvals Appended To And As Part of The Dedication And Plat of Palmira Lakes, Section 2, A Subdivision In Aboite Township, Allen County, Indiana. Recorded July 15, 2020, in Cab H, Page 79 and known as Instrument 202041096.
3. Primary Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended To And As Part of The Dedication And Plat of Palmira Lakes, Section 3, A Subdivision In Aboite Township, Allen County, Indiana. Recorded November 3, 2020, in Plat Cab H, Page 98 and known as Instrument 2020068212.
4. Primary Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended To And As Part of The Dedication And Plat of Palmira Lakes, Section 4, A Subdivision In Aboite Township, Allen County, Indiana. Recorded **???? 2**, 2021, in Plat Cab H, Page 152 and known as **Instrument ??????**

STATE OF INDIANA, COUNTY OF ALLEN:

Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that the same was the act of the said Palmira Lakes Homeowners Association, an Indiana incorporated company, and that he executed the same as the act of such Palmira Lakes Homeowners Association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2026.

_____, Notary Public
A resident of Allen County

My Commission Expires:

This instrument prepared by:
J. Rickard Donovan
ROTHBERG LOGAN & WARSCO LLP
505 East Washington Boulevard
Fort Wayne, IN 46802
Telephone: (260) 422-9454