2026R-003696
PATRICIA E. PERRY
WARRICK COUNTY RECORDER
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CONDITIONS, RESERVATIONS, RESTRICTIONS AND PROTECTIVE COVENANTS AFFECTING LOTS IN HARMONY HILL

(Cross Reference 2026R-003531)

Oakland Holdings, LLC, an Indiana limited liability company (hereinafter "Developer"), is the owner of all of that real estate more particularly described on the attached Exhibit A, which has been platted by Developer as Harmony Hill Subdivision recorded on May 6, 2026 as Instrument No. 2026R-003531 in the office of the Recorder of Warrick County, Indiana (the "Subdivision"). Developer does hereby make, impose and establish the following conditions, reservations, restrictions and protective covenants (hereinafter the "Covenants"), for the use and occupancy of the lots and land comprising the Subdivision in the manner and to the extent hereinafter set forth.

1. Definitions:

   a. "Association" shall mean Harmony Hill Homeowners' Association, if the Lot Owners choose to formally organize as hereinafter set forth.

   b. "Builder/Contractor" shall mean a person or entity, approved by Developer, that contracts with a Lot Owner for the construction of a Dwelling, who is responsible for the supplying of all material, labor, equipment and services necessary for the construction of the Dwelling.

   c. "Developer" shall mean Oakland Holdings, LLC, an Indiana limited liability company.

   d. "Dwelling" shall mean a house designed for occupancy and use by a single family.

   e. "Lot" shall mean and include any one (1) of the following:

      1) All or any portion of a platted lot in the Subdivision.

      2) All or a portion of a platted lot in the Subdivision together and combined with all or a portion of an adjoining platted lot in the Subdivision to be used as a single building site.

   f. "Lot Owner" shall mean the owner of a lot in the Subdivision.

g. "Structure" shall mean and include any and all improvements of every kind and nature.

2. Residential Use. All Lots shall be known as, described as and shall be used only for residential purposes; provided, however, all uses allowed by Warrick County zoning laws shall be allowed.

3. Construction Process; Builder/Contractor Approval. No Builder/Contractor shall be allowed to work in the Subdivision without the prior written approval of Developer. Lot Owners are required to submit Builder/Contractor information to Developer prior to hiring, and after review of said contractor's credentials, Developer will either approve or deny such contractor, in Developer's sole and absolute discretion. The construction of any Dwelling shall be completed within one (1) year from the date of commencement of construction. Landscaping must be completed within ninety (90) days from the earlier of occupancy or completion of the Dwelling.

Each Lot Owner shall require all activities during construction to be confined within the boundaries of the Owner's Lot and to exercise good erosion control practices. Straw bale dams or erosion fencing for run off control during construction shall be used, if necessary. The owner of the Lot shall assume full responsibility for any and all transported soil and debris from said Lot to other areas including the streets.

The job site and Lot shall be kept clean and free from all debris at all times. Temporary perimeter barrier/fencing must be used during construction. If debris leaves the Lot and goes upon other Lots in the Development, the Lot Owner or the Builder Contractor shall retrieve such debris. Each Lot Owner or Builder/Contractor will be required to provide a dumpster with a minimum size of six (6) cubic yards during construction at all building sites. It is encouraged that the dumpster has a cover as to prevent debris from escaping. In the event of non-compliance of this provision the Developer may hire at the expense of the Lot owner the cost of the clean up. Such costs shall become an assessment due from Lot Owner.

4. Developer Exclusive Services. Each Lot Owner and approved Builder/Contractor shall use the Developer or the Developer's designated contractor as the sole provider of the following services, unless expressly waived in writing by the Developer:

a. All sitework for the initial home construction including earthwork, site prep, grading, gravel placement, water service, septic system, and all concrete work (including but not limited to foundations/walls, driveways, porches, walks etc).

b. The waste and recycling services for all Lots in the Subdivision shall be contracted with Renewable Resources LLC for curbside waste and recycling collection, unless the same is waived in writing by the Developer.

5. Building Sites. No more than one (1) Dwelling shall be permitted on any one (1) Lot.

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6. Setback Lines. No Structure shall extend beyond the building setback lines as shown on the recorded plat of the Subdivision and the Warrick County zoning laws.

7. Rural Development Notifications. Developer hereby notifies all Lot Owners of the following:

a. Potable Water. City water service will be provided by the City of Boonville. The City has indicated that all Lot Owners will be required to install a potable water pressure pump to achieve proper drinking water pressure in accordance with the laws of the State of Indiana (currently 20 PSI).

b. Fire Protection. All Lot Owners are advised that there is currently no formal fire protection serving the area of Warrick County in which the Subdivision is located. Additionally, the City of Boonville has confirmed that currently there is not enough pressure for fire hydrants.

c. Reclaimed Land. The land on which the Subdivision is located has previously been operated as a surface coal mine. Each Lot Owner will need to enlarge footing requirements from the State Code that also meets all Warrick County standards. Minimum footings must be 36" wide and 14" thick with 4-5/8" rebars 3" from top and 4-5/8" rebars 3" from the bottom. All rebars should be set on chairs to insure proper location in footings. These requirements are a minimum, not a guarantee or a structural design, and the Lot Owners are advised to hire their own professionals to develop proper design based on the Structure being built.

d. Radon Monitoring. Radon is a naturally occurring radioactive gas common in Indiana, that can enter homes through soil, foundation cracks, crawl spaces, sump pits, and other openings. Because radon is invisible, odorless, and tasteless, the only way to know whether a home has elevated radon levels is to test for it. Lot Owners are required to install a radon vent pipe or passive radon-resistant venting system during construction to allow for future radon mitigation if elevated radon levels are detected. The venting system should be installed in a manner consistent with applicable building requirements, recognized radon-resistant construction practices, and any project specifications. Installation of a radon vent during construction does not guarantee that indoor radon levels will be below recommended action levels. Homeowners should still test the home for radon after occupancy and retest periodically, especially after finishing a basement, making structural changes, or modifying HVAC, drainage, or foundation systems. If testing shows elevated radon levels, the homeowner should consult a qualified radon mitigation professional to determine whether the passive radon vent should be activated or whether additional mitigation measures are needed.

8. Appearance of Lots (Improved and Unimproved). Each Lot Owner shall at all times maintain the Owner's Lot and any Structures thereon in such a manner as to prevent the Lot or Structures from becoming unsightly. In particular, each owner shall:

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a. Keep the Lot mowed and all landscaping or natural growth on the Lot trimmed and in a clean and neat condition. The entire lot, many of these being very large, is not required to be manicured and mowed. However, each owner shall keep their home mowed around the Dwelling and any Structures for a good and proper appearance, as well as any driveway connections to the county roadways.

b. Remove all debris and rubbish within no more than three (3) days.

c. Prevent the existence of any condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision.

d. Keep the exterior of all improvements in such a state of repair and maintenance to avoid such becoming unsightly.

If an owner fails to comply with the foregoing, then any individual Lot Owner or the Association may take such steps in order to comply with the foregoing and the cost of such compliance shall be assessed to the non-compliant Lot Owner and secured by a lien on the Lot, which lien shall be subject to any prior mortgage and shall be enforceable to the same extent that liens are enforceable by the Association in accordance with Indiana laws.

9. Nuisances. No Owner shall cause or permit any nuisance to be maintained on any Lot. No activity which violates any applicable statute, ordinance, regulation or law shall be conducted on any Lot. No noxious fumes or odors shall be permitted to emanate from any Lot. No noxious or offensive activity shall be carried out on any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Barking dogs will be considered a nuisance should they disturb the quiet enjoyment of the neighboring residents.

10. Storage of Building Materials. No lumber, brick, veneer, stone, blocks, concrete or other building materials nor any other thing used for building purposes shall be stored outside on any Lot except for the purpose of the construction of the Structure on such Lot and then only for such a length of time as is reasonably necessary for the construction of the Structure then in progress.

11. Water and Drainage. The water from downspouts or other surface water drainage shall be directed to controlled drainage facilities and shall not be drained into or guided into the sanitary sewer septic system. The natural and manmade drainage facilities of the Subdivision shall not be obstructed, altered, damaged or otherwise changed by the owner of any Lot and it shall be the obligation of the owner of each Lot to keep and maintain the drainage facility located thereon clean, open, unobstructed and mowed. In some cases, swales may need to be constructed between lots to keep excess drainage from passing from one lot to another, this is the responsibility of each Lot Owner when they begin construction of any improvement to the Lots.

12. Utility Tap-In Fees. All utility tap-in and installation fees, whether for water, sewage, telephone, electric, gas, cable television/fiber or any other shall be the responsibility of and shall be paid for by the individual Lot owners.

13. Septic. All Lot Owners shall install a septic system approved by the Developer, Warrick County, the Warrick County Health Department and the State of Indiana, which plans and approvals must be obtained prior to any construction commencement upon any Lot. The Developer has provided two sites per Lot for the location of septic systems previously approved and shown on the plat. Should the Lot Owner wish to relocate the septic system to another location, they would need to engage with a licensed soil scientist and proceed with the effort on their own accord with the Warrick County Health Department's direction. It should be noted that these Lots indicated compaction to depths of 7' in some cases and that material would need to be removed and replaced with proper sand to allow the septic system to filter properly into the ground pursuant to Warrick County Standards.

14. Occupancy or Residential Use of Partially Completed Dwellings Prohibited. No Dwelling shall be occupied or used for residential purposes or for human habitation until it has been substantially completed. The determination of whether a Dwelling has been substantially completed shall be made by the Developer in its sole discretion and such decision shall be binding upon all parties affected thereby.

15. Drainage and Erosion Control. If drainage pipes are located on a Lot, the Owner of said Lot shall be responsible for keeping such unclogged and free-flowing. Each Lot Owner and their Builder/Contractor shall abide by all rules and regulations of Indiana Department of Environmental Management as it relates to ground disturbing activities for erosion and sediment control. The Developer will not have any responsibility to apply for any such permits as a part of this project, it shall be the full and sole responsibility of each Lot Owner depending on their plans for development of each Lot, Dwelling, and Structures located thereon.

Developer has no responsibility for erosion control, and by acceptance of a Deed for land in the Subdivision each Lot Owner agrees to indemnify Developer and make Developer whole from any loss or damage that Developer may suffer by reason of the breach by the Lot Owner of erosion control responsibilities as herein set forth and under applicable law.

16. Association. All Owners of Lots shall automatically be members of an unorganized Association. The Owners shall have the option to formally incorporate a homeowner's association.

17. Enforcement of these Covenants. Each and all of the covenants, restrictions, conditions, and reservations contained herein shall inure to the benefit of all Lot Owners in the Subdivision jointly and severally, and may be enforced by them, or by any of them, or the Association if the Owners so choose, in any court of competent jurisdiction by injunction or other appropriate remedy. The party adjudged to have violated any of said restrictions shall be liable to the aggrieved party for reasonable attorneys' fees, which shall be fixed by the court hearing said matter. Any Lot Owner and or the Association will have the right to enforce said

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covenants, conditions, restrictions, and reservations without proof of pecuniary damage to any individual property in this Subdivision, or otherwise.

18. Acceptance of Deed. Acceptance of a deed of conveyance to any Lot by any grantee shall be construed to be an acceptance and an affirmation by such grantee of each and all of these Covenants, whether or not the same are set out or specified in such conveyance.

19. Invalidation. Invalidation of any of these Covenants by the judgment or order of a court shall in no way affect any other of these Covenants, all of which shall remain in full force and effect.

20. Waiver. Following any breach of any of these COVENANTS herein, no delay or omission in exercising any right, power or remedy herein provided shall be construed as a waiver thereof.

21. Binding Effect. These Covenants shall run with the title to the Subdivision and shall be binding upon all parties and persons claiming under said parties for a period of fifty years (50) years from the date these Covenants are recorded; provided, however, these Covenants may be amended by a vote of not less than seventy-five percent (75%) of the owners of Lots in the Subdivision with each Lot representing one (1) vote. Notwithstanding the foregoing, the Developer shall have the right, unilaterally, to amend these Covenants for any reason whatsoever, at any time until 100% of the Lots in the Subdivision have been sold.

22. Counterpart. This agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Changes in Lot Dimensions and Easements. Developer shall have the right to change and alter the dimensions and boundaries of any Lot and create easements on any Lot in the Subdivision owned by Developer. Developer may also add, remove, or adjust any Lot owned by the Developer until such time as said Lot has been conveyed by Developer. All Lot Owners agree to waive any rights of remonstration against any such activities by the Developer.

(signature page to follow)

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IN WITNESS WHEREOF, Developer has caused these Covenants to be executed in its name and on its behalf by its duly authorized officers this 12th day of May, 2026.

OAKLAND HOLDINGS, LLC

By: _____
Jordan Aigner, Member

STATE OF INDIANA)
) SS:
COUNTY OF WARRICK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Jordan Aigner, as a Member of Oakland Holdings, LLC, who acknowledged the execution of the foregoing for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 12 day of May, 2026.

_____
Notary Public

Krista B. Lockyear
Printed Name
My County of Residence: Vanderburgh
My Commission Expires: 9/28/30

NOTARY PUBLIC SEAL INDIANA
KRISTA B. LOCKYEAR
Notary Public, State of Indiana
Vanderburgh County
Commission Number NP0743995
My Commission Expires
September 28, 2030

This instrument was prepared by: Krista B. Lockyear, Lockyear Law, LLC, P.O. Box 1345, Evansville, Indiana 47706, Telephone (812) 962-6690.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. */s/ Krista B. Lockyear*

EXHIBIT A

Part of the West Half of the Northwest Quarter and part of the West Half of the Southwest Quarter, all in Section 10, Township 5 South, Range 8 West in Boon Township, Warrick County, Indiana and being more particularly described as follows:

Beginning at a 5/8 inch rebar with plastic cap stamped "KJ Hennessy LS20200026" marking the Northwest corner of the West Half of the Northwest Quarter of said Section 10; thence along the North line of said West Half, South 88 degrees 51 minutes 19 seconds East 1319.00 feet to a 5/8 inch rebar with plastic cap stamped "KJ Hennessy LS20200026" marking the Northeast corner of said West Half; thence along the East line of said West Half, South 00 degrees 51 minutes 21 seconds West 2616.99 feet to a 5/8 inch rebar with plastic cap stamped "Wagner LS21700013" marking the Southeast corner of said West Half; thence along the East line of the West Half of the Southwest Quarter of said Section 10, South 00 degrees 52 minutes 05 seconds West 2544.62 feet to a 5/8 inch rebar with plastic cap stamped "Morley ID#0023" marking the Northeast corner of a 3.052 acre tract conveyed to the State of Indiana via Document #2015R-008511 in the Office of the Recorder of Warrick County, Indiana; thence along the perimeter of said 3.052 acre tract the following eight courses and distances:

North 89 degrees 03 minutes 06 seconds West 710.32 feet;
North 00 degrees 56 minutes 54 seconds East 20.00 feet;
North 89 degrees 03 minutes 06 seconds West 264.84 feet;
North 78 degrees 55 minutes 56 seconds West 163.11 feet;
North 52 degrees 00 minutes 17 seconds West 82.22 feet;
North 30 degrees 04 minutes 27 seconds West 116.62 feet;
North 00 degrees 53 minutes 23 seconds East 80.00 feet;
North 89 degrees 06 minutes 37 seconds West 49.32 feet to the West line of aforesaid West Half;

thence along said West line, North 00 degrees 46 minutes 03 seconds East 2267.97 feet to a 5/8 inch rebar with plastic cap stamped "KJ Hennessy LS20200026" marking the Northwest corner of said West Half; thence along the West line of the West Half of the Northwest Quarter of said Section 10, North 00 degrees 45 minutes 25 seconds East 2620.09 feet to the point of beginning, containing 154.94 acres, more or less.

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