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CONDITIONS, RESTRICTIONS, RESERVATIONS AND PROTECTIVE COVENANTS AFFECTING LOTS IN SECTION I PHASE 2 and SECTION 1 PHASE 7 IN VICTORIA WOODS

The undersigned, Oakland Holdings, LLC, an Indiana limited liability company, being the Developer of the subdivision known as Victoria Woods, Section I Phase 2 and Phase 7, and as more particularly described in the plat at the Recorder's office within Warrick County Indiana as document number 2022R-007725 and 2024R-006506 made a part hereof (referred to as "Development") does hereby make, impose and establish the following conditions, reservations, restrictions and protective covenants, hereinafter called Covenants, for the use and occupancy of the Lots and land comprising the Development in the manner and to the extent hereinafter set forth.

1. **Definitions**.

a. Lot. Shall mean and include a platted Lot within the Development. The Outlot shall not be considered a Lot.

b. Structure. Shall mean and include any and all improvements of every kindand nature.

c. Developer. Shall mean Oakland Holdings LLC, an Indiana limited liabilitycompany.

d. Dwelling. Shall mean a house designed for occupancy and use by a singlefamily within the Development.

e. Association. Shall mean The Victoria Woods Property Owner's Association, Inc., an Indiana nonprofit corporation, if and when created.

f. Development. Shall mean Victoria Woods Section I Phases 2 and 7 and as described in the plat at the Recorder's office within Warrick County Indiana as document numbers 2022R-007725 and 2024R-006506.

g. Architectural Review Committee. Shall mean a committee consisting of a minimum of three (3) members but not more than five (5) appointed from time to time by theDeveloper, hereinafter referred to as the "Committee."

h. Common Areas. Shall mean and include the median boulevards, mini-parks,outlots,

recreational facilities, entrance improvements, and such other areas as are either designated on a plat of the Development or designated as common areas from time to time by the Developer or by and through a duly recorded document. Developer may convey all or any part of the common areas to the Town or Association from time to time, in Developer's sole discretion.

i. Builder/Contractor. Shall mean a person or entity that contracts with a Lot Owner for the construction of a Dwelling or structure and/or the party responsible for the supplying of any material, labor, equipment, and services necessary for the construction of the Dwelling or structure.

j. Subcontractor. Shall mean a person or entity that contracts with a Builder or Contractor to perform any one of or multiple trades or disciplines required to construct the Dwelling or structure.

k. Lake. Shall mean any body of water shown on the plat.

l. Lot Owner. Shall mean the Owner of a Lot.

m. Town. Shall mean the Town of Victoria Woods, Indiana.

2. **Residential Use**. Except for such Lots and areas as may be designed as common areas for recreational purposes or other purposes, all Lots shall be known as, described as, and used only for residential purposes. No Lot contained within this Development shall be used for any commercial, business or industrial purpose. In particular, no guesthouse or lodge, no church or school, or daycare shall be permitted on any Lot within this Development. However, notwithstanding the foregoing, business activities may be conducted only indoors within a Dwelling on the Lot by any owner or an occupant provided that there are no employees and that not more than two (2) persons other than the owner or the occupant use the premises in any one (1) hour.

3. **Minimum Standards for Structures and Landscaping**. No structure of any kind shall be placed, erected or constructed upon any Lot in this Development, nor shall any structure be altered or changed without the prior written approval of the Committee. No landscaping of any kind shall be placed or constructed upon any Development, nor shall any landscaping be materially altered or changed without the prior written approval of the Committee. The Committee has sole and absolute discretion in its determinations made hereunder. Violation of this provision as well as the minimum standards herein, in addition to legal remedies, may subject the Lot Owner to monetary penalties as hereinafter provided. The following shall serve as minimum standards, but not as an exhaustive list of standards that may be imposed by the Committee, for all Lots in the Development:

a. Foundations shall not be exposed on any structure. The exposed foundations must be of brick veneer, dryvit or stone.

b. The exterior must be composed of brick, stone or stucco-type materials. Aluminum, wood or vinyl cannot compose more than 20% of the exterior finish unless it has been approved by the Committee.

c. Swimming pools must be of a permanent in-ground type. No above-ground pools will be allowed.

d. All gas and electrical power, water and telephone service shall be carried underground from the public utility easement located on the Lot to the dwelling. No overhead utility service, wire to poles or poles to dwelling will be permitted.

e. No trailer, mobile home, tent, shed, barn, modular house, log house or any other structure which may be of a temporary character shall be permitted upon any Lot in this Development.

f. Detached buildings may be permitted providing the design, location and purpose are approved by the Committee and such building is in architectural conformity with the residential structure that will be built on the Lot. However, all detached buildings shall be of permanent foundation and similar design and construction of the primary residential structure.

g. No previously existing structure shall be permitted to be moved onto any Lot in the Development. All structures shall be newly constructed.

h. All exterior design and materials must be approved by the Committee.

i. All house numbers must be approved by the Committee and conform to the standards and guidelines established by the Committee. Each Lot's mail box must be of the same style and type as others in the Development. However, the USPS may require a cluster box for the entire development and not allow curbside boxes.

j. All driveways shall be subject to the approval of the Committee and constructed from the street right-of-way to the garage. Driveways constructed of concrete, aggregate, brick conjoined in concrete, bituminous asphalt shall be permitted.

k. There shall be no wooden or chain link fencing on any Lot, nor shall any privacy fencing be permitted. All fencing shall be ornamental aluminum, wrought iron with open visibility and shall be subject to the approval of the Committee, which shall include the review and approval of its location.

l. Solar panels are permitted only if they are not visible from the front of the home at the street. Any such panels are subject to the review and approval of the Committee. No such panels are allowed as free standing or self-supporting structures. Any panels to be installed must be located upon the primary structure of the Lot.

m. All lawns in the Development shall be sodded in front and irrigated, seeded and strawed in the back and sides. All sodding, seeding, strawing and landscaping must be completed within ninety (90) days from the earlier of occupancy or completion of the Dwelling.

n. No Dwelling shall contain less than the following livable square footage areas

exclusive of porches, garage, breezeway and basement:

1. One (1) story – Two thousand two hundred and fifty (2,250) square feet. One and one-half (1 1/2) story and two (2) story – Three thousand and fifty (3,050) square feet with a minimum of Two thousand two hundred (2,200) square feet on the first level.
2. All design sizes and square footage areas are to be reviewed and approved by the Committee. Should a natural feature on the lot require revisions to the above listed square footages, they shall be reviewed and only allowed on a case by case basis by the Committee.

o. Yard gyms, gazebo and other similar structures or equipment must be approved by the Committee. Any such structures if approved, must be used in the rear yard.

4. **Power and Duties of Architectural Review Committee**. No structure or landscaping shall be commenced, erected, constructed or placed on any Lot within this Development without the prior written approval of the Committee. In order to obtain this approval, the building plans, specifications and plot plan together with the other pertinent information (all hereinafter called Plan) showing the nature, kind, shape, height, color, materials, design, location, and approximate cost of such structure or landscaping and together with proposed grading and such other information as may be reasonably required by the Committee for approval shall first be submitted to the Committee for approval. A landscape plan must be submitted and approved by the Committee at least thirty (30) days prior to completion of Dwelling, if not originally submitted with building plans.

The Committee shall have the sole and exclusive discretion to approve or disapprove the Plan and all changes made to the original Plan submitted to the Committee. In approving or disapproving the Plan, the Committee may consider among other standards in connection with the proposed structure: the materials to be used, the ultimate aesthetic appearance, the harmony of the external design with existing and planned improvements and structures in the Development, the location, and the proposed elevation(s) of the structure. Notwithstanding the right of the Committee to exercise subjective judgment standards, the Committee shall not be arbitrary and unreasonable in withholding the approval of the Plan. In the event the Committee fails to approve or disapprove a Plan within thirty (30) days after the Plan has been submitted to the Committee, such shall represent a disapproval of the Plan.

The Committee shall have the sole and exclusive discretion to approve or disapprove Builders, Contractors, and Subcontractors within the Development. All Builders, Contractors, and Subcontractors must be approved by the Committee prior to commencement of any work including but not limited to landscaping, earth work or prep, structural contracting, or interior work on any Dwelling on any Lot within this Development.

The Committee shall have the sole and exclusive discretion to approve or disapprove of any and all site plan and location plans for improvements proposed upon the Lots within the Development. This includes requiring certain setbacks and required non-disturbance areas within the Lots. The effort of the Committee is to preserve as much natural vegetation, trees, shrubs,

waterways, etc as possible.

No approval of the Committee shall be effective and enforceable unless such is in writing.

One Thousand Five Hundred Dollars ($1,500.00) cash or surety bond shall be delivered to the Developer prior to commencement of construction in order to insure compliance with the provisions of these Covenants, governmental rules or requirements of the Committee. In the event Lot Owner fails to deliver such cash or security bond five (5) days following written notice, the Developer will secure such security bond in the name of Lot Owner, the cost of which shall be paid by Lot Owner as additional assessment. The Developer shall be named under such bond and may utilize the cash or bond proceeds to cause Lot Owner to comply with the provisions of these Covenants, including but not limited to removal or cleaning of debris and mud during construction. Following completion of the construction, and upon approval by the Developer, the balance of the cash or surety bond shall be released.

The Committee shall have the right to make on-site inspections of any and all structures or construction during the construction period. If the construction is not consistent with the Plan as approved by the Committee, then the Committee may at its option halt construction of the structure until there is conformity with the approved Plan.

After a Dwelling has been constructed on all (100%) of the Lots that are platted in the Development, then the Committee shall cease to exist, and the powers and duties of the Committee may be exercised by the Town (or the Association, if created) and thereafter may be fulfilled by the Town (or Association) and a reference to the Committee under these Covenants shall then refer to the Town (or Association).

All unimproved Lots owned by the Developer or individual Lot Owners shall be properly maintained by the Developer at the Lot Owner's expense. Developer will have the first 50 feet mowed for each Lot that fronts any street in the Development on a regular basis at Lot Owner's expense.

5. **Construction Process**. Once a Lot is transferred by Deed from the Developer, the Lot Owner shall have one (1) year from the date of original conveyance from the Developer to the first Lot Owner to begin construction of the residential Dwelling upon the Lot. The construction of any Dwelling shall be completed within eighteen months (18) from the date of commencement of construction. The Committee may extend the time for completion for reasonable cause. 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 so 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.

Within ninety (90) days of the earlier of occupancy or completion of construction, the yard shall be graded, sodded, mulched and a good turf shall be established and thereafter maintained.

6. **Reclaimed Land**. Developer hereby notifies all Lot Owners that the land on which the Lots are platted has previously been operated as a surface coal mine between the 1950s through approximately the early 1970's. Minimum footings should be 36" wide and 14" thick with 4-5/8" rebars 4" from bottom and 4-5/8" rebars 3" from top. All rebars should be set on chairs to insure proper location in footings. Developer sets out the footing requirement as a minimum requirement, not as a guarantee or a structural design.

7. **Lake Privileges and Responsibilities**. All Lot Owners in Development will have regulated access to the Lake in the Development at a designated access point to be determined and identified by the Developer. No motorboats or motorized water craft, except electric trolling motors, will be allowed on the Lake at any time. Boats will be owned, maintained, and provided by the Developer, Association or Town. Boats provided by the Developer or Association are for the use and enjoyment of all members of the development that are in good standing with the Association. No individually owned boats will be used on the Lakes, unless expressly approved by the Committee or Association. All Lake use is governed by the Developer, until such time as the Developer may turn over governance to the Association or Town by recorded document. Individual Docks are only allowed upon lots 32-49, and such docks are subject to the review and approval of the Committee.

8. **Building Sites**. No more than one (1) Dwelling shall be permitted on any one (1) Lot. No other buildings or structures of any kind shall be permitted upon the Lot, unless approved by the Committee.

9. **Easements**. The strips of real estate of the width shown on the recorded plat of the Development and marked as easements on the plat are hereby reserved for the installation, use and maintenance of any and all public utilities including but not being limited to the installation of water, sewer, gas mains, cable television and electric facilities, but subject at all times to the rights of the proper authorities. All utility service shall be underground.

No structure shall be erected nor permitted to remain within any of said easements which in any way damage or interfere with the intended installation, use and maintenance of said easements.

10. **Appearance of Lots**. Each Lot Owner shall at all times maintain the Owner's Lot and any structures thereon in good condition and appearance in conformity with other structures within the Development. In particular, each owner shall:

a. Keep the Lot mowed and all landscaping or natural growth on the Lot

trimmed in a clean and neat condition. If Lots are not mowed on a regular basis the Committee will cause the lot to be mowed and the Lot owner will be invoiced accordingly.

b. Remove all debris and rubbish within not greater than three (3) days.

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

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

If a Lot Owner fails to comply with the foregoing, then either the Committee, the Association, or the Town may take such steps in order to comply with the foregoing and the costs of such compliance shall be assessed to the 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 Town for code enforcement or by the Association for unpaid common maintenance charges as set forth in the by-laws of the Association.

11. **Tree Preservation** Existing mature trees having a trunk in excess of six (6) inches in diameter at a point of three (3) feet from undistributed ground shall be preserved to the extent that removal thereof is not mandatory in connection with the construction of an approved dwelling unless the removal thereof is otherwise specifically approved by the Committee or any such tree is decayed, dead or dangerous, or as required by appropriate governmental authority.

12. **Nuisances**. No Lot 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. Loud music, loud cars or barking dogs will be considered a nuisance should they disturb the quiet enjoyment of the neighboring residents. All outside music should be played at a volume level not to be a nuisance to adjoining Lot Owners and must be turned off at all times when resident is not home.

13. **Pets and Animals**. Dogs, cats and other household pets are permitted to be kept but shall not be bred or raised for commercial purposes and shall not exceed an aggregate total of four (4) in number. All waste from pets shall be immediately picked up and removed by the Lot Owner. No other animals, livestock, fowl or poultry of any kind shall be permitted on any Lot. The Lot Owners of the permitted pets shall confine such permitted pets to their respective Lots so that they will not be a nuisance; provided however, that a Lot Owner may walk said Lot Owner's pets from said Lot Owner's Lot with a leash. No dogs however, shall be permitted to run loose except within the Lot Owner's Lot. Any Lot Owner who fails to confine the permitted pets to their respective Lots as herein required may be required by the Association or Town to have installed around the owner's Lot anapproved fence or an invisible fence for dogs, all at the owner's expense. In the event the Lot Owner installs such an invisible fence, the transmitter must be attached to the dog at all times that the dog is outside the Dwelling.

14. **Garage Door Openings**. Unless otherwise approved by the Committee, all garage doors shall be side or rear load.

15. **Air Conditioners**. All utility meters, compressors, air conditioners and other like equipment shall be screened or enclosed so as not to be visible from the street. Screens shall be of brick, stone or stucco so as to complement the house. The screen or enclosure may be landscaping, fencing or wall, and shall be subject to approval by the Committee.

16. **Outside Drying Devices**. Outside clothes lines and clothes hanging devices shall not be permitted.

17. **Garage, Rummage and Yard Sales**. Sales of personal property on the premises by garage sales, patio sales, estate sales and similar sales to the general public are prohibited unless approved by the Committee, the Association, or the Town.

18. **Incinerators and Garbage Containers**. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot. Any and all equipment, wood piles, garbage cans, refuse or storage piles placed on any Lot (whether temporary or permanent) shall be walled in to conceal the same from the view of neighboring Lots, streets and open areas.

19. **Storage of Building Materials**. No lumber, brick, veneer, stone, blocks, concrete or 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.

20. **Parking on Streets in the Development**. No vehicles shall be parked and left overnight on a street in the Development without the permission of the Committee, Association, or Town. If parked temporarily on the street, the car must face the direction of traffic.

21. **Offstreet Parking**. No automobile, commercial van, camper, boat, motor home, recreational vehicle, truck, motorcycle, trailer, boat on trailers, two (2) or four (4) wheeled vehicles or other similar vehicles, shall be parked or located on any Lot unless parked or located within an enclosed garage; provided however, a Lot Owner may park one (1) automobile and service and delivery vehicles may be parked on the driveway of any Lot while they are being used in conjunction with owners' personal use or deliveries to the Lot upon which they are parked but not overnight. Exceptions may be granted by the Committee or Association to Lot Owners to accommodate overnight or longterm guests or family members.

The maintenance and repair of the foregoing, including automobiles, must be conducted within a garage and all equipment and supplies necessary for any such maintenance and repair must be at all times kept in a garage with the door closed.

22. **Safety**. No activity shall be permitted, that may jeopardize the health or safety of any resident in the Development, including, but not limited to excess speed of a motorized vehicle.

23. **Signs**. No signs shall be permitted in the Development except for the following:

a. Signs by Developer to advertise the development of the Development.

b. Signs identifying the Development located on the entranceway.

c. One (1) sign on not more than fifteen (15) square feet advertising the sale of adwelling or Lot.

d. One (1) sign on any one (1) Lot which may include all or part of the following:

1) Designation of the Lot number.

2) Address of the Lot.

3) Name of the owner or purchaser or occupant of the Lot, which sign shall not exceed five (5) square feet.

e. Builders/Contractor may place one (1) sign not more than five (5) square feet identifying name of Builder/Contractor. Said sign must be removed immediately upon completion of presold dwelling or upon sale of dwelling which means execution of written purchase agreement.

The Committee may approve exception to the provisions in this paragraph for special events such as Parade of Homes.

24. **Outside Burning**. No trash, leaves or other materials shall be burned upon any Lot or common areas and facilities. Outside burning may be permitted within a back yard fire pit if the fire pit is a contained and permanent structure. Such burning shall be permitted for outdoor cooking for hot dogs, marshmallows, etc. No leaves, debris, trash, or other material shall be incorporated within the fire pit burning allowance.

25. **Water and Drainage**. The water from downspouts or other surface water drainage shall be directed to controlled drainage faculties and shall not be drained into or guided into the sanitary sewer system. The natural and manmade drainage facilities of the Development 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.

26. **Utility Tap-In Fees**. All utility tap-in and installation fees whether for water, sewage, telephone, electric, gas, cable television or any other shall be the responsibility of and shall be paid for by the individual Lot Owner. Lot Owners shall purchase all sewer and water taps directly from Oakland Holdings, LLC.

27. **Electric Bug Killers**. No electric bug killer, zapper or other similar device shall be installed at any location on a Lot which would result in the operation thereof becoming a nuisance or annoyance to the other owners and shall be operated only when outside activities require the use thereof and not continuously.

28. **Antenna and Receiver**. Satellite receiver, downlink or antenna shall be permitted for television reception provided it is no larger than twenty-four (24) inches in diameter, is not visible or an impediment to a neighbor. Its placement on the Lot and total number permitted shall be subject to

approval by the Committee. No other satellites or antennas shall be permitted on a Lot.

29. **Occupancy or Residential use of Partially Completed Dwellings Prohibited**. No dwelling shall be occupied or used for residential purposes or for human habilitation until it has been substantially completed and granted a Certificate of Occupancy from the applicable governmental authorities.

30. **Drainage and Erosion Control**. In the event drainage pipes are located on a Lot, the Lot Owner of said Lot shall be responsible to keep such unclogged and free-flowing.

The Lot Owner's Builder/Contractor must sign an agreement to abide by the erosion control rule as set forth by the Indiana Department of Environmental Management. In particular, the rule requires that erosion control practices be used during Development and construction that will minimize soil erosion and sediment laden water from flowing from the building site and it requires the streets to be kept free of transported soil from the building site.

Prior to the start of construction, a construction rock driveway must be installed to provide as the construction entrance for the duration of the house building project. To minimize sediment laden water from being discharged into the streets and drainage ways sand bags, straw bales and silt fences shall be used on all individual building sites around the perimeter of the lot, encompassing all construction activities.

Neither the Lot Owner nor Builder/Contractor shall be permitted to disturb the vegetation on any adjoining building site for any reason, and shall be held fully responsible for any loss or damage resulting therefrom.

In connection with the foregoing, the Lot Owner agrees that Developer has no responsibility for erosion control and agrees to indemnify Developer from any loss or damage that Developer may suffer by reason of the breach by the owner of erosion control responsibilities as herein set forth and under applicable law. Developer is not responsible for any erosion into any of the lakes in the Developer.

31. **Fuel Tanks**. No oil, gas or other fuel tank shall be allowed on any Lot or placed in the basement or garage of any dwelling or other building unless approved by the Committee and constructed and maintained in compliance with all governmental rules and regulations. Gas barbecue grills with LP gas tanks are permitted.

32. **Firearms**. There shall no discharge of any firearms and there shall be no hunting with firearms nor bows and arrows upon or within the Development.

33. **Lake Maintenance**. Portions of the Lake within or adjacent to the Development is owned by persons or entities other than Lot Owners. As such, the Developer, the Town, and/or the Association may, but shall not be obligated, to perform any lake maintenance. In the development of the Development, including the construction of Dwelling, if silt, debris or dirt flows into the Lake, Developer shall not beresponsible and shall have no liability for such. Lot Owners and their Builders/Contractors shall be responsible to prevent silt, debris or dirt flow into the Lake. The Developer, Town, or Association may review and cause Lot Owners and their

Builders/Contractors to remove and remedy any silt that enters into the Lake as a result of the construction process on any lot.

34. **Trails and Trail Use.** The Development has been designed for several types of walking trails. Such trails will be designated by the Developer and an exhibit and map provided as the trails are constructed and completed. All trails are planned as pedestrian use only, unless otherwise noted by the Association or Town, where applicable. The Association or Town, where applicable, may allow golf carts upon designated trails. No other motorized vehicles shall be permitted upon the trails, other than emergency vehicles. Such trails are contemplated as follows:

a. Victoria Woods Trails (Private). These private trails are designated for the use of Lot Owners only. These trails may travel within, on, and around Lots. They will be located within easements on the Lots, as well as common areas to be owned by the Association. The trails will be maintained by the Association. Future private Trails within the development, not created by the Developer, can be constructed by the Association.

b. Warrick County or Town Trails (Public). The Town/County Trail is one that connects other areas outside the Development to a Town/County-wide trail system. This Trail will travel through the Development, but along the main thoroughfare. An exhibit of this Trail will be designated by the Developer and provided to the Association. This Trail is to be constructed by the Town or County, and maintained for the benefit of the public. It shall act as a "sidewalk" in many areas of the Development, but it is a public walking trail.

35. **Association and/or Town**. Developer may (but is not required) cause to be incorporated an Indiana nonprofit corporation to be known as Victoria Woods Home Owner's Association, Inc. At any time after eighty percent (80%) of the Lots that are platted in the Development have been sold and conveyed by the Developer, greater than fifty percent (50%) of the Lot Owners may also elect to create the Association, provided that the Developer shall retain majority control of the Association for so long as the Developer owns any Lot within the Development. All owners of Lots shall automatically be members of the Association and shall be subject to the terms and provision of the articles of incorporation and by-laws of the Association and the rules, regulations, restrictions, obligations and assessments provided for therein, including the payment of assessments and charges. The initial assessments and fees and their effective date shall be determined by the Association.

At any time after eighty percent (80%) of the Lots that are platted in the Development have been sold and conveyed by Developer, the Developer may, at such time it determines appropriate, convey the common areas, free and clear of all liens or encumbrances, including recreation facilities to the Town or Association, which conveyance if to the Association, the Association is herein obligated to accept. Developer and the Town or Association may mutually agree to an earlier conveyance of said common areas if they so choose.

Lot Owners shall be entitled to use the common areas and any recreation facilities owned by Developer within the Development prior to such facilities being conveyed to the Town or Association, which use shall be in accordance with the rules and regulations as established by Developer from time to time.

Streets (within the Development shall be maintained by Developer until such time as such are accepted for maintenance by appropriate governmental authority.

The Association or Town (for areas owned by the Town) shall be responsible to provide for and pay for the maintenance and care of all common areas, including any recreation facilities. This maintenance shall include but not be limited to grass cutting, planting of flowers, furnishing of electricity and water for any lights and maintenance of lights and irrigation system for the common areas.

Any charges and assessments of the Association against any Lot or Lots shall be a lien against said Lot or Lots enforceable by the Association by lien and foreclosure, and shall bear interest thereonat a rate set from time to time by the Association, but not less than the rate of prime plus one percent (1%) per annum and reasonable attorneys' fees on foreclosure;provided however, that any such lien or liens shall be secondary and inferior to the lien of any bona fide mortgagee of record at any time against such Lot or Lots. Prime rate shall be as stated in the*Wall Street Journal - Midwest Edition*, floating.

36. **Enforcement of these Covenants**. Each of these Covenants shall inure to the benefit of and be enforceable by any one (1) or more of the following:

a. A Lot Owner in the Development.

b. The Committee.

c. The Association.

d. The Developer.

e. The Town, where applicable.

Enforcement may be by injunction or for damages or other appropriate remedy. The party adjudged to have violated any of these Covenants shall be liable to the aggrieved party for any reasonable attorneys' fees which shall be fixed by the court hearing said matter. Those entitled to enforce these Covenants will have the right to enforce these Covenants without proof of pecuniary damage or irreparable harm.

37. **Violation of Covenants**. In addition to the remedies set forth hereinabove, a party that violates any of the Covenants herein shall be subject to a monetary fine that shall be a lien against the Lot of the Lot Owner violating any such Covenants, enforceable by the Committee, Association, or Town byforeclosure together with interest therein at the rate of prime plus one percent (1%) per annum and reasonable attorney's fees of foreclosure; provided however, that any such lien or liens shall be secondary and inferior to the lien of any bona fide mortgagee of record at any time against such Lot or Lots. Prime shall be as stated in the Wall Street Journal – Midwest Edition.

Fines shall be as follows:

$50.00 per day for the first fifteen (15) days a party is in violation.

$100.00 per day for each day following the fifteenth (15th) day a party is in violation.

Before any fine may be assessed, a letter will be sent certified mail to the party in violation of the Covenants, providing the Lot Owner with notice and not less than twenty-four (24) hours to correct the violation and come into compliance with the Covenants, and if not cured the fine shall be imposed.

38. **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.

39. **Changes of Lot Dimensions and Easements**. Developer shall have the right to change and alter the dimensions and boundaries of any Lot or easement owned by Developer situated in the Development until such time as said Lot has been conveyed by Developer. Developer may also add, remove, or adjust any Lot owned by the Developer situated in the Development until such time as said Lot has been conveyed by Developer. Such approve adjustment also extend to Outlots and Lots to be conveyed to the Association or Town. All Lot owners within the Development agree to waive any rights of remonstration for such activities by the Developer.

40. **Conveyance of Lots to Association or Town.** Developer shall have the right to convey Lots, common areas, and Outlots to the Association or Town. The Association shall receive these lots without denial. For lots transferred to the Association, the Association shall maintain such Lots and land including property taxes, maintenance and general up-keep costs, replacement costs for any, parks, greenspaces, structures or trails etc. The Association shall maintain all parks, green spaces, landscape areas, trails, community buildings conveyed by the Developer, including all upkeep etc. To the extent not the responsibility of the Town, the Association shall maintain the entry bridge, per the County required Hold Harmless Agreement.

41. **Passageway**. No Lot Owner shall permit or authorize anyone to use a portion of any Lot for passageway or means of ingress and egress to and from any contiguous Lot nor shall any Lot Owner grant or convey without the approval of Developer any utility easements affecting the Lot Owner's Lot.

42. **Invalidation**. These Covenants shall be interpreted to be consistent with and include any provisions required by Indiana law, even where not expressly stated herein. The terms and provisions of these Covenants are severable, and the invalidation of any terms or conditions of these Covenants by the judgment or order of acourt shall in no way affect any other terms or conditions of these Covenants, all of which shall remain in full force and effect.

43. **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.

44. **Consent to Incorporation/Annexation and of Waiver of Remonstrance**. To the extent not already incorporated and/or annexed, all Lot Owners, their successors and assigns, acknowledge and agree that the Development may be incorporated and/or annexed into a Town incorporated through the Developer under the laws of the State of Indiana. Lot Owners consent to incorporation/annexation of the Development, the Lot, and surrounding areas, after any and all closings, of any municipal incorporation by the Developer or annexation by the Town. The Lot owners shall execute such documents as may reasonably be requested by Developer or the Town, including but not limited to a petition for such incorporation or annexation, and shall not directly or indirectly oppose such incorporation or annexation. The Lot Owner shall require this Consent and Waiver to be included in all contracts with third party home owners so that this waiver is binding upon all of Lot Owner's successors and assigns.

45. **Binding Effect and Amendment**. These Covenants shall run with the title to the Development and shall be binding upon all parties and persons claiming under said parties for a period of fifty (50) years from the date these Covenants are recorded; provided however, that at any time after the expiration of fifty (50) years these Covenants may be continued for an additional fifty (50) years by a vote of not less than seventy-five percent (75%) of the Lot Owners of Lots in the Development with each Lot representing one (1) vote. These Covenants may be amended at any time by a vote of not less than seventy-five percent (75%) of the owners of Lots in the Development with each Lot representing one (1) vote. Notwithstanding the foregoing, the Developer shall have the right, unilaterally, to amend these Covenants for the purpose of clarification or to cure an ambiguity contained herein, or to comply with any applicable local, state or federal law or regulation.

46. **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.

IN WITNESS WHEREOF, Developer has caused these Covenants to be executed in its name and on its behalf by its duly authorized officers this 17 day of Sept, 2024.

Oakland Holdings, LLC

Signed: _____

Printed: Jordan M. Aigner

Its: Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF WARRICK)

Before me, the undersigned Notary Public in and for said County and State, came Oakland Holdings, LLC, an Indiana limited liability company by Jordan M. Aigner its Member, who as such officer, acknowledged the execution of the foregoing document for and on behalf of said corporation.

WITNESS my hand and notarial seal this 12th day of September, 2024.

Carra L Meuth
Notary Public

My County of residence is Warrick County, State of Indiana

My commission expires: 12/19/31

Carra L. Meuth
Printed Name

CARRA L MEUTH
WARRICK County
NOTARY PUBLIC
Commission Number
NP0674415
NOTARY SEAL
My Commission Expires
12/19/2031
STATE OF INDIANA

This instrument was prepared for recording purposes by: Stephen Unger, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.

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/ Stephen Unger*