

COBBLEFIELD ESTATES

COVENANTS & RESTRICTIONS

AND

HOMEOWNER ASSOCIATION BY-LAWS

LOT _____

COVENANTS

&

RESTRICTIONS

COBBLEFIELD ESTATES SUBDIVISION COVENANTS

The undersigned Cobblefield Development, Inc. by A. Wayne Bruns, Jr., President and Karen Beeson, Secretary, being the owner and developer of the described real estate do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as COBBLEFIELD ESTATES, SECTION ONE, an Addition to the Town of Cumberland, Hancock County, Indiana.

1. STREETS:

All streets shown and not heretofore dedicated are hereby dedicated to the public for its use. All lots shall be accessed from the interior streets of the subdivision, except for lots facing Buck Creek Road.

2. FRONT BUILDING LINES:

Front building lines are established as shown on this plat between which lines and the right-of-way lines of the street no structure shall be erected or maintained. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

3. LANDSCAPE EASEMENTS:

Any areas of ground on the plat marked "Landscape Easements" are hereby created and reserved : (I) For the use of Developer during the development period for access to and the installation and replacement of foliage, landscaping, screening materials and other improvements and (II) For the use of the Association for access to and the installation, maintenance, repair and replacement of foliage, landscaping, screening materials and other improvements, except as installed by Developer or installed and maintained by the Association, no permanent structure, including, without limitation, fences shall be erected or maintained in or upon any landscape easements. The owners of lots in the subdivision shall take and hold title to the lots subject to any landscape easements herein created and reserved.

4. COMMON AREAS:

All areas designated as a Block, as shown on the plat, are hereby declared to be common areas. Portions of the common areas are designated as "Lake" which shall be the area which is reserved for the water of the lake. No structure or docks of any kind shall be built within the area shown as the lake. All common areas are hereby reserved for the use of the Developer during the development period, and for the use of the Association after the development period for any purposes deemed to be for the benefit of the development as well as for access to the lake and for the constructions, maintenance and control thereof. The owners of lots which are contiguous to the lake shall be entitled to the exclusive use of their lake frontage as is located between their lot lines and the water's edge of the lake, subject only to the rights of the Association and the developers as stated above. Each lot owner shall be responsible for mowing and maintaining his property between his lot lines and the edge of the water in the lake unless and until the Association shall elect to take over such maintenance. There shall be no swimming or boats in the lake. The Association may adopt reasonable rules and regulations governing the use of the common areas and the lake. The Developer, during the development period, and the Association thereafter, shall have the power and authority to grant drainage, utility, sewer, and landscape easements in the lake and common areas and the same shall thereafter be binding on the owners.

5. UTILITY EASEMENTS:

There are strips of property as shown on the recorded plat which are hereby designated and reserved for use of the public utilities for the installation and maintenance of utilities and drainage facilities (hereinafter referred to as utility easements). No permanent or other structure or obstruction shall be erected or maintained on such Utility Easement, but each owner shall take title to that part of the utility easement comprising a part of his lot, subject to the rights of such public utility for ingress and egress in and along, across, through and over the utility easement.

6. NUISANCES:

No outside toilets shall be permitted on any lot in the property (except port-o-lets or like structures during construction).

7. CONSTRUCTION OF SEWAGE LINES:

All sanitary sewage lines on the lots shall be designated and constructed in accordance with the provisions and requirements of the Town of Cumberland Sewer Department.

8. IN GENERAL:

No noxious or offensive activities shall be carried on, on any lot in the property, nor shall anything be done on any of the said lots that shall become or be an unreasonable annoyance or nuisance to any owner or another lot in the property.

9. NO ANIMALS:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other usual household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept shall not be permitted to roam at large within the subdivision and shall be confined to the owners premises.

10. VEHICLE PARKING:

No trucks, campers, trailers, recreational vehicles, boats, boat trailers or similar vehicles (excepting temporary constructions trailers being used in conjunction with work in progress) shall be parked on any street or lot in the property for a period of more than forty-eight hours unless such vehicles are stored within a garage. No inoperative or unlicensed vehicle shall be parked or repaired on any lot or on the driveway thereof.

11. GARBAGE, TRASH AND OTHER REFUSE:

No owner of a lot in the property shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot. Rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon. All dwellings built on the property shall be equipped with a garbage disposal.

12. FUEL STORAGE TANKS AND TRASH RECEPTACLES:

Every tank for the storage of fuel that is installed outside any building in the property shall be buried below the surface of the ground or entirely screened from the view of surrounding properties and public street frontages. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the property at any time, except at times when refuse collections are being made.

13. MODEL HOMES:

No owner of any lot in the property shall build or permit the building upon said lot of any dwelling that is to be used as a model home or exhibit house without permission to do so from the developer.

14. OUTBUILDINGS:

No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any lot in the subdivision, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building. No motor home, trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

15. DITCHES AND SWALES:

It shall be the duty of every owner of every lot in the property on which part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purpose of this subsection. All owners, if necessary, shall install drive culverts between the road rights-of-way and their lots in conformity with the specifications and recommendations of the Town of Cumberland.

16. RESIDENTIAL DEVELOPMENT REQUIREMENT:

The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, or basements below ground level shall contain no less than 1900 square feet of ground floor living area for a one-story structure or 1200 square feet of minimum ground floor area if higher than one story, provided higher than one story structures shall have a minimum of 2200 square feet of total living area.

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17. RESIDENTIAL SETBACK REQUIREMENTS:

A. In general - unless otherwise provided in these requirements or on the recorded plat, all development standards shall meet at least R-1 restrictions and no dwelling or ground grade structure shall be constructed or placed on any lot in the property except as provided herein.

B. Definitions - "side Line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear Line" means the lot boundary line that is farthest from, and substantially parallel to the road on which the dwelling on the lot fronts except that on corner lots, it may be determined from either abutting road. All lots along Buck Creek Road shall face Buck Creek Road except for lots which face streets in the subdivision.

C. Front Yards - The front building setback lines shall be fifty (50) feet.

D. Side Yards - Per requirements of the town of Cumberland

E. Rear Yards - Per requirements of the town of Cumberland

18. HOMEOWNERS ASSOCIATION:

Each lot owner shall be a member of Cobblefield Estates Homeowners Association and shall be bound by the bylaws thereof.

19. ARCHITECTURAL CONTROL COMMITTEE:

Prior to application for improvement location permits for the Town of Cumberland for the construction of a dwelling or other structure, site plans and building plans shall be approved in writing by the Architectural Control Committee as defined herein, and in the Declaration of Restrictions, and in the Cobblefield Estates Homeowners Association by-laws. Such approval shall, during the development period, include building design, color and location, private drives, tree preservation and proposed landscaping. This committee shall be composed of the Developer or the appointees of the Developer. The Developer's signature shall be required by the committee unless the committee shall

otherwise provide. Members of the committee shall receive notice of meeting for review of plans and specifications personally or by telephone within forty-eight hours after plans and specifications have been submitted for approval,

All dwellings will be built by custom builders who have experience in custom construction of housing comparable to the standards of these commitments and development in the general area. No dwelling shall use aluminum or vinyl siding on its exterior surface for more than eight percent (8%) of the aggregate exterior surface area. Modular constructed structures are prohibited.

No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the property without the prior approval of the committee. Such approval shall be obtained only after written application has been made to the committee by the owner of the requesting authorization from the committee. Such written application shall be in the manner and form prescribed from time to time by the committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the committee may require. All plans and drawings required to be submitted to the committee shall be drawn to a scale as the committee may require. There shall also be submitted, where applicable, the permits or reports as hereinbefore required. All such plot plans shall be prepared by a Registered Land Surveyor, Engineer or Architect.

The committee may refuse to grant permission to construct, place or make the requested improvement, when:

(A) The plans, specifications, drawings, or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these plat covenants.

(B) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures.

(C) The proposed improvements, or any part thereof, would, in the opinion of the committee, be contrary to the interests, welfare or rights of all or any part of the owners.

20. HEATING PLANTS AND GARAGES:

Every dwelling in the property must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for the year-round human habitation of the dwelling. Every dwelling in the property must have at least an attached two, three or four car garage.

A minimum of two (2) trees, of 2-1/2-inches in diameter, or more will be required to be on, or be planted on, each residential lot. Together with adequate shrubbery. (In the Front Yard) One "photo cell" type dusk to dawn yard light will be required in each front yard. There will be provided along the entire length of where the property abuts 100 North, except the street openings, a landscape and earth mound screen. The earth mounding will vary between three and six feet in height. Such mounding may be reduced in size where necessary to preserve existing trees and may extend to eight feet in height. Landscaping will be provided by clusters of deciduous and conifer trees, planted in groups of two, three and four approximately 20 feet on center with groups of shrubbery in between.

No outbuildings shall be constructed in this subdivision.

Only in-ground pools will be permitted.

Front yards are to be sodded.

Fences, light fixtures, mailboxes. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the development, any fence, light fixture or mailbox must be approved by the developers as to size, location, height and composition before it may be installed. fencing shall not exceed six feet (6') in height, and no fence may be placed closer to the front lot line than the front building setback line.

21. DILIGENCE IN CONSTRUCTION:

Every building whose construction or placement on any lot in the property is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than six (6) months from the time of such destruction or damage. If the owner shall fail to move or repair same within the time allotted then the developer or the Association may repair or remove the same and the cost thereof shall be assessed against the owner of such lot and become a continuing lien upon the land in the same manner and enforceable by the same means and charges as the levying and collection of charges for maintenance of common property as set forth in the declaration of covenants,

conditions and restrictions as recorded in the Office of the Recorder of Hancock County, Indiana.

22. PROHIBITION OF USED STRUCTURES:

All structures constructed or placed on any lot in the property shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

23. MAINTENANCE OF LOTS AND IMPROVEMENTS:

The owner of any lot in the property shall at all times maintain the lot and any improvements situated thereon in a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall:

A. Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;

B. Remove all debris or rubbish;

C. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the property;

D. Cut and remove dead trees;

E. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

In the event that the owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost therefor to Developer shall be collected in any reasonable manner from Owner. Neither Developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. At the time dwellings are constructed upon all lots, Cobblefield Estates Homeowners Association shall succeed to the rights of Developer therein.

24. DRIVEWAYS:

Each driveway in the subdivision shall be of concrete and shall not exceed, in width, the side boundaries of the garage. No additional parking shall be permitted on a lot other than the existing driveway. Decorative brick placed in concrete may be considered and approved by the Architectural Control Committee on a case-by-case basis.

ANTENNAE AND SATELLITE DISHES:

All communication antenna shall be placed indoors and out of view. Communication devices for transmission are not allowed. Any attachments or free-standing devices for communications, solar technology or other purposes must be approved by the Home Owners Association Committee.

26. ENFORCEMENT:

Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the developer, the Association, any person or entity having any right, title or interest in the real estate (or any part thereof), or any person or entity having any right, title or interest in a lot in any subdivision which is now or hereafter made subject to and annexed to the declaration, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery or damage or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorney's fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the developer nor the association shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

27. AMENDMENT:

These covenants and restrictions may be amended at any time by the then owners of at least two-thirds (2/3) of the lots in all subdivisions which are now or hereafter made subject to and annexed to the declaration; provided, however, that until all of the lots in such subdivisions have been sold by developer, any such amendment of these covenants and restrictions shall require the prior written approval of developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the Office of the Recorder of Hancock County, Indiana.

These covenants and restrictions (as the same may be amended from the time to time as provided in the foregoing paragraph) shall run with the land and shall be binding upon all persons or entities from time to time having any rights, title or interest in the real estate, or any part thereof, and on all persons or entities claiming under them, until January 1, 2010, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extensions period, by a vote of a majority of the then owners of the lots in all subdivisions which are now or hereafter made subject to and annexed to the declaration, it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

28. INVALIDATION:

Every one of the restrictions is hereby declared to be independent of and severable from the rest of the restrictions and of and from every other one of the restrictions, and of and from every other one of the restrictions, and of and from every combination of the restrictions.

Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the restrictions.

STATE OF INDIANA)
) SS:
 COUNTY OF HANCOCK)

IN WITNESS WHEREOF, Cobblefield Development, Inc. by A. Wayne Bruns, Jr., President and Karen Beeson, Secretary, owners, have hereunto caused its and their names to be subscribed this 15th day of December, 1989.

COBBLEFIELD DEVELOPMENT, INC.

BY: A. Wayne Bruns
 A. WAYNE BRUNS, President

Karen Beeson
 KAREN BEESON, Secretary

Before me, a Notary Public in and for said County and State personally appeared A. Wayne Bruns, Jr., President and Karen Beeson, Secretary of Cobblefield Development Inc. who acknowledged the execution of the above and foregoing instrument as their own voluntary act and deed.

My commission expires November 9, 1992.

NOTARY PUBLIC Phyllis Wilkins

PRINTED SIGNATURE Phyllis Wilkins

COUNTY OF RESIDENCE Shelby

DECLARATION OF ADDITIONAL
COVENANTS, CONDITIONS
AND RESTRICTIONS

DECLARATION OF ADDITIONAL COVENANTS,
CONDITIONS AND RESTRICTIONS OF
COBBLEFIELD ESTATES

THIS DECLARATION made this 14 day of May,
1990, by Cobblefield Development, Inc., an Indiana Corporation,
the developer of Cobblefield Estates (hereinafter referred to as
"Developer"),

WITNESSETH:

WHEREAS, Developer is the owner of all of the lands
contained in the area described in Exhibit A attached hereto and
made a part hereof, which lands will be subdivided and known as
"Cobblefield Estates" (hereinafter referred to as the
"Development"), and will be more particularly described on the
plats of the various sections thereof recorded and to be recorded
in the Office of the Recorder of Hancock County, Indiana; and

WHEREAS, Developer intends to sell and convey the
residential lots situated within the platted areas of the
Development and before doing so desires to subject to and impose
upon all real estate within the platted areas of the Development
mutual and beneficial restrictions, covenants, conditions and
charges (hereinafter referred to as the "Restrictions") in
addition to those which will appear in the Subdivision Plat,
under a general plan or scheme or improvement for the benefit and
complement of the lots and lands in the Development and future
homeowner thereof.

NOW, THEREFORE, Developer hereby declares that all of the
platted lots and lands located within the Development as they
become platted are held and shall be held, conveyed, hypothecated
or encumbered, leased, rented, used, occupied and improved,
subject to the following Restrictions, all of which are declared
and agreed to be in furtherance of a plan for the improvement and
sale of said lots and lands in the Development, and are
established and agreed upon for the purpose of enhancing and
protecting the value, desirability and attractiveness of the
Development as a whole and of each of said lots situated therein.
All of the restrictions shall run with the land and shall be

binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part of parts thereof subject to such Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Development. Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by Developer or a particular lot or tract within the Development as described in Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration.

a. "Committee" shall mean the Cobblefield Estates Architectural Control Committee, composed of three (3) members appointed by Developer who shall be subject to removal by Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of Developer until such time as the subdivision is completely developed and sold, at which time Cobblefield Estate Homeowners Association, Inc. shall elect from its membership those who shall serve pursuant to the terms and conditions of Cobblefield Estates Homeowners Association, Inc. By-Laws, and the Covenants in the Subdivision Plat, both of said documents are incorporated herein by reference.

b. "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Hancock County, Indiana.

c. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

d. "Association" shall mean Cobblefield Estates Homeowners Association, Inc." which shall be created as an Indiana not-for-profit corporation and its membership shall consist of lot owners

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who shall be bound by the By-laws of said Association.

2. CHARACTER OF THE DEVELOPMENT

a. In General. Every numbered lot in the Development, unless it is otherwise designated by Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house with attached two, three or four car garage. All residential construction on any lot must be completed within one (1) year after the starting date, including final grading.

b. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the house shall have been substantially completed in accordance with the approved building plan shall be made by the Committee and such decision shall be binding on all parties.

c. Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved in advance by the Architectural Control Committee as to size, location, height and composition before it may be installed. Chain link fences shall not be permitted under any circumstances. Rear yards shall not be fenced on all sides. Approved fencing shall not exceed six feet (6') in height, and no fence may be placed closer to the front lot line than the front building setback line.

d. Other Restrictions. All tracts of ground in the Development shall be subject to these Restrictions the Covenants in the Subdivision Plat, easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

e. Restrictions to Supplement Subdivision Plat Covenants.

It is intended that these Restrictions shall supplement and not replace the covenants on the Cobblefield Estate Subdivision Plat, and in the event of any conflict between said covenants and these Restrictions, the covenants shall control.

3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

a. Membership. Every owner of a Lot shall be a member of the Association and bound by the By-Laws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

b. Classes of Membership. The Association shall have two (2) classes of voting membership:
Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. 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 Lot.

Class B. The Class B member(s) shall be the Developer, who shall be entitled to three (3) votes for each Lot owned and the first Board of Directors during their respective terms, who shall have no voting rights. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 1994.

c. Board of Directors. The Members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

4. COVENANT FOR MAINTENANCE ASSESSMENTS

a. Creation of the Lien and Personal Obligation of

Assessments. Each Owner of any Lot, other than the Developer, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges; and (2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as provided in the By-Laws of the Association. The regular and special assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

b. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Development and other purposes as specifically provided herein, in the By-Laws, and in the covenants of the subdivision plat.

5. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.

Whenever two (2) or more contiguous lots in the Development shall be owned by the same person, and such Owner shall desire to use two (2) or more of said lots as a site for a single dwelling, he shall apply in writing to the committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling.

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6. EFFECT OF BECOMING AN OWNER

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restrictions and agreement herein contained. By acceptance of such deed or execution of such contract the Owner acknowledges the rights and powers of Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with Developer and with the Owner and subsequent Owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

7. TITLES

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and one (1) of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any words shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

8. DURATION

The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

9. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and

