

Zion Estates Restrictive Covenants

WHEREAS, Developer is the owner of all of the real estate described herein. This subdivision shall be known and designed as “Zion Estates” an addition in Sugar Creek Town ship, Hancock County, Indiana. All streets public open spaces shown and not hereto before dedicated are hereby dedicated to the public.

WHEREAS, Developer intends to sell and convey the residential lots situated within the platted areas of the Development and hereby subjects to and imposes upon all real estate within platted areas of the Development the following mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the “Restrictions”) under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future home owners therefore.

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 the enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of the 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.

AND FURTHER, Developer hereby declares that front building set back lines are hereby established as shown on this plat, between which lines and property lines of the street there shall be erected or maintained no building or structures. The strips of ground shown on this plat and marked drainage and utility easement (D. & U.E.), or drainage easement (D.E.) are reserved for the use of the public utilities for the installation of the ducts, lines, and wires, and drainage facilities. The strips of ground are subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land. The easement labeled Landscape Easements (L.E.) are hereby granted to the Developer and Homeowner’s Association and are reserved for the landscaping and trees, shrubs, flowers, signs, and other incidentals associated with these items, and are to be maintained, repaired, or replaced by the Homeowner’s Association. The lot owners in this subdivision shall take title to their lots subject to the rights of the public utilities, Homeowner’s Association and to the rights of the owners of other lots in this subdivision.

The areas of ground shown on this plat and marked “Secondary Septic Easement” (S.S.E.) are deemed permanent easement and reserved for the Lot Owner for the construction of a secondary septic field in the event that the primary septic field fails. The easement area shall remain undisturbed, with no buildings, structures or any other improvement that may render the area useless for future septic systems. The easement shall also remain free of any process or thing that might cause compaction of the soils. In the event the Owner desires to relocate or use the S.S.E. for other purposes, said S.S.E. may be relocated or used for other purposes with the approval of the Hancock County Health Officer. There is a Drainage and Lake Maintenance Easement shown on the plat and marked “D. & L. M. E.” reserved for the use of the Hancock County Drainage Board, Hancock County Board of Commissioners, Developer, and the tract owners abutting listed herein for the installation of drainage facilities, detention lake and maintenance of the drainage facilities and detention lake.

The Owners of the herein described real estate, for themselves, and for all future owners and occupants of said real estate, or any parcel or division thereof, for and in consideration of the right to develop the real estate for other than agricultural uses, hereby:

- 1) Acknowledge and agrees that the real estate is adjacent to an area zoned or used for agricultural purposes, which uses include, but are not limited to:
 - a) Production of crops; b) animal husbandry; c) land application of animal waste; d) raising, breeding, and sale of livestock and poultry, including confinement feeding operations; e) use of farm machinery; and/or f) the sale of farm products.
- 2) Waives any and all objections to any agricultural uses within two miles of any boundary of the real estate.
- 3) Agrees that agricultural uses do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury to third parties or directly endanger human health.
- 4) Agrees that this covenant is for the benefit of Hancock County, Indiana, and for all persons engaged in agricultural uses within two miles of any boundary of the real estate and is enforceable by any of the foregoing.

Open channel and tile drains within all regulated drainage easements shall be regulated drains upon acceptance by the Hancock County Drainage Board and subject to Indiana Code 36-9-27 and its amendments.

It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provision of the drainage plan as approved for this plat by the Hancock County Drainage Board through its agents, the Hancock County Surveyor and the Hancock County Engineer, and the requirements of all drainage permits for this plat by the Drainage Board. No trees or shrubs shall be planted, nor any structure erected in any drainage easement or street right-of-way, unless otherwise approved by the Hancock County Surveyor and the Hancock County Engineer.

The maintenance of all irrigation or sprinkler systems installed in the right-of-way shall be the responsibility of the individual homeowner or the developer. Hancock County assumes no responsibility for the maintenance or damage of any kind. Drainage swales (ditches) along dedicated roadways and streets, with the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Hancock County Drainage Board. Property owners must maintain these swales as sod grass ways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts are installed as set out in Section 155.091 (E) of the Hancock County Subdivision Control Code. Any property owner altering, changing, or damaging, these swales or ditches will be held responsible for such action and will be given (10) days' notice by registered mail to repair damage, after which time, if no action is taken, the Hancock County Drainage Board (Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

Sump pumps installed to receive and discharge ground waters or storm waters shall be connected to the storm sewer system where possible or discharged into a designated storm drainage channel. Sump pumps installed to received and discharge floor drain flow or other wastewater shall be connected to the septic system. A sump pump shall be used for one function only, either the discharge of storm water and ground

water, or the discharge of wastewater. Footing drains shall be connected to storm sewers where possible or designated storm drainage channels. No footing drains or drainage tile shall be connected to the septic system. No roof downspouts, roof drains, nor roof drainage piping shall be connected directly to the storm drainage system, unless the storm drainage system has been designed to accommodate direction connection and then only if allowed by the Hancock County Surveyor's Office. No roof downspouts, roof drains, nor roof drainage piping shall be connected to the septic system.

In addition to the above, this subdivision shall be subject to the following covenants and restrictions which shall operate as perpetual covenants:

1. DEFINITIONS. The following are the definitions of the terms as they are used in these Restrictions.

"Committee" shall mean the Zion Estates Architectural Control Committee as further defined herein.

"Lot" shall mean any parcel of real estate, whether residential or otherwise, platted herein.

Approvals, determinations, permission, or consent herein shall be deemed given if they are given in writing signed, with respect to Developer thereof, and with respect to the Committee, by two members thereof.

"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.

"Association" shall mean "Zion Estates Homeowners Associated, Inc.," an Indiana not-for-profit corporation. The Association shall be professionally managed in accordance with the Hancock County Zoning Code. Each lot owner shall be required to join the Association, and by accepting a deed for a lot the title holder of the lot becomes a member of the Association. The Association, at the cost and expense of the Association, shall provide snow removal from all platted dedicated rights-of-way (except for County Road 300 South) as it deems necessary or appropriate from time to time with its sole discretion.

"Common Area" shall mean those areas set aside for conveyance to the Association, as shown on the plat.

2. Use of Lots: Each lot shall be used for residential purposes only, and no trade or business of any kind may be carried therein. Lots shall not be subdivided by Owners and the boundaries between lots shall not be relocated, unless the relocation thereof is made with the approval of the Developer or the Architectural Control Committee if the Developer no longer owns any Lot. Notwithstanding the foregoing, nothing herein shall prohibit the combination of two or more Lots into a larger parcel in order to create a dwelling site larger than the platted lot.
3. Corner Tracts: No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of said street lines (40 feet for minor streets and 75 feet for arterial streets) or in the case of a rounded property corner from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet of the intersection of a street right-of-way line with the edge of the driveway

pavement or alley lines. No driveway shall be located within 70 feet of the intersection of two (2) street center lines.

4. Lake Covenant: Lots 13, 14, 15, and 16 include or abut a separate body of water (“lake”). This lake serves as detention for drainage areas and outlets for surface water in Zion Estates. The lake also serves as a supplemental water source for fire protection. Only the owners of the Lots herein stated as respects to the lake shall have right to use the pond. Use of the pond shall not include wading, boating, any motorized craft, swimming, or fishing (unless done from the Lot owners’ property). All the lot owners stated who abut this lake by accepting a deed to said Lot assume the responsibility of being part of the lake owner’s association” which shall be comprised of the owners of Lots 13, 14, 15, and 16 and the Developer as long as the Developer owns a lot within Zion Estates. Initially, the Developer, and until such time as the Developer no longer owns a lot within Zion Estates, he shall be the “Managing Member”, who shall be responsibility to see that all maintenance of the lake is done and that each owner is billed one-fourth (1/4) of the annual bills. Maintenance shall include but not limited to: mowing, trimming, and water quality. At such time as the Developer is no longer a member of the lake owner’s association, the other Lot owners shall meet to elect a succeeding managing member from the then owners of the Lots. All lot owners shall have the right for maintenance purposes only to cross adjoining lots within the designated easement areas shown on the plat.
5. Driveways: All driveways shall be paved with concrete or asphalt. No gravel or stone driveways will be permitted.
6. Minimum Living Space: The minimum square footage of living space of dwellings constructed on the lots in the Development exclusive of porches, terraces, garages, finished living area above garages which otherwise would be considered attic space, “mother-in-law” quarters, carports, accessory buildings or basements below ground level, shall contain no less than 2000 square feet of ground floor living area for a one-story structure or 1200 square feet of ground floor living area if higher than one-story, provided that higher than one-story structures shall have a minimum of 2200 square feet of total floor living area and each dwelling shall have at a minimum a two (2) or three (3) car attached garage, or larger if approved by Developer or ACC.
7. Landscape Design/Approval: To preserve the aesthetic appearance of the subdivision, no landscaping, grading, excavation, or filling of any nature whatsoever with respect to the initial landscaping of a Lot shall be implemented and installed by an Owner, other than Developer, unless and until the plans therefore have been submitted to and approved in writing by the Architectural Control Committee. Each residence, within 180 days after the certificate of occupancy is issued, shall have in place a minimum landscape package of NON-INVASIVE plants, including at least two (2) trees and twenty (20) shrubs, in the front yard. All trees shall be a minimum of two- and one-half-inch caliper and all shrubs shall be a minimum of 24 inches in height or have an eighteen (18) inch spread per National Nursery Standards at the time of planting. The landscape plan of the residence shall include all street exposures which shall be landscaped in such a manner to be harmonious with the exterior residence design. The two (2) inch in caliper or approved pines which shall be a minimum of seven (7) feet high. The trees shall be located in a manner that when all front yard trees on each lot are installed a tree lined street appearance is created. The landscape design shall also include at least twenty (20) shrubs with a mixture of flowering and evergreen and with an eighteen (18) inch spread of 24-inch height in the front yard. The ACC is hereby granted the right to waive landscape requirements

which if enforced would deem a lot unbuildable due to conflicts with absorption fields or components. The approved landscape plan shall be installed by the homeowner within six (6) months after the certificate of occupancy has been issued for the residence unless an extension of up to 120 days is granted by the ACC to take advantage of optimal planting weather conditions. Once installed, the landscaping shall be maintained as designed unless changes are approved by the ACC. All trees shall be planted such that upon maturation the branches and limbs shall not interfere with the adjacent property use. Any tree becoming such a nuisance shall be trimmed or cut back to eliminate the nuisance.

8. Tents, Trailers, and Temporary Structures. Except as may be permitted by the Developer during initial construction within the Property, no tent, shack, trailer, or other structure of a temporary nature shall be placed upon a lot. Notwithstanding the above, party tents or similar temporary structures may be erected for special events with prior written approval of the Architectural Control Committee or the Developer and children's overtime camping tents will be allowed as long as they are not up longer than forty-eight (48) hours. Dwelling Units may not be temporarily or permanently occupied until the exteriors thereof have been completed and a certificate of occupancy for such Dwelling Unit has been issued. No shack, tent, barn, or other outbuildings shall be permitted on any Lot at any time, except for the temporary structures for social functions as may be permitted by the Architectural Control Committee, nor shall any poultry house or yard, rabbit hut, dog run (as hereby defined as any fenced or secured area where dogs are kept) or other similar yard structure be constructed or allowed to remain on any Lot.
9. Parking Limitations and Prohibited Vehicles: No vehicle shall be parked on the public street. Lot Owners shall monitor this parking or the vehicles will be subject to towing by local law enforcement officials. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot or on the driveway thereof. No RV, camper, trailer, mobile homes, boat, truck, school bus or other vehicle of any kind may be parked in the subdivision unless such vehicle is kept in an approved garage or outbuilding, except for personal automobiles, vans and pick-up trucks. Campers and RV's may be parked outside if approved by the ACC. Commercial vehicles primarily used or designed for commercial purposes and that display company names, logos or advertising, tractors, mobile homes, recreational vehicles, trucks weighing in excess of one-ton, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Architectural Control Committee. Stored vehicles and vehicles which are other obviously inoperable or do not have current operating licenses shall not be permitted on any lot in the Subdivision except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Subdivision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot, and boats, boat trailers, campers, RVs, and motor homes may be parked for a maximum of 48 hours at one time for the purpose of preparation or loading. Any vehicles parked in violation of this Section or parking rules promulgated by the Developer and/or Architectural Control Committee may be towed.

10. CHARACTER OF THE DEVELOPMENT

- A. In General. Every numbered lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single family residential purposes, except for the residences used as model homes during the sale and development of the Development. Only one single family dwelling house with attached garage and one

outbuilding meeting the architectural standards and size limitations of these Restrictions shall be permitted on one lot. No structure shall be erected, placed, or permitted to remain upon any of said residential lots except those permitted. All tracts of land located within the Development which have not been designated by a numbering as residential building lots in the recorded plats shall be Common Area, to be deeded to the Association subsequent to the recordation of the plat.

- B. Occupancy or Residential Use of Partially Completed Dwellings 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 buildings plan shall be made by the Committee and such decision shall be binding on all parties. All residential construction on any lot must be completed within one (1) year after the stating date, including final grading and hard-surfaced driveway.
 - C. Trash Collection. Unless provided by the local municipality, the homeowner's association shall negotiate with and procure trash pick-up and curbside recycling services from one provider for all of the owners in the subdivision.
 - D. Other Restrictions. All lots or tracts of ground in the Development shall be subject to the 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.
11. Each lot owner shall maintain the appearance of each residence, structures, and lot in good condition, including removal of trash, junk, lawn clipping, weed and brush.
12. Water Systems: All water systems and methods of sewage treatment and disposal in this subdivision are to be in compliance with the regulations or procedures of the Indiana State Board of Health or other civil authority having jurisdiction.
13. Fuel Tanks: No above ground fuel storage tanks shall be allowed in this subdivision. If a lot owner desires to install an underground fuel storage tank the plans and specification shall be submitted to the Architectural Control Committee for review prior to construction and if approved installed and maintained according to all Department of Health Standards
14. Lot Maintenance: All lots on which construction has not begun must be mowed and maintained by the lot owner free of weeds, debris, and trash. After construction, the structure, grounds, and recreational equipment shall be maintained in a neat and attractive manner. If any lot owner fails to comply with this covenant the Architectural Control Committee shall send notice to the lot owner by certified mail of the violation and giving such lot owner ten (10) day& to comply. If the lot owner fails to comply after such notice, then the Architectural Control Committee shall have the right to have the lot mowed and any debris removed and the costs for such mowing and debris removal billed to the lot owner.
15. Nuisances: No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on any lot. Garbage and trash will be kept in approved containers

which are not visible from the street, except on collection days, when the containers can be stored temporarily at the street edge.

16. Outbuildings: Outbuilds or accessory buildings shall be permitted on any lot only if approved by the Architectural Control Committee. The approval for such structure shall be in the same manner as is required for a primary residence.

17. Antennas: Only digital satellite systems not exceeding 18" in diameter shall be permitted in the subdivision. Said system shall be allowed only if located as specified by Ordinance 2012-7A.

18. Solar Technology: No devices for solar technology of any kind will be allowed in this subdivision.

19. Swimming Pools and Pool Houses: Swimming pools and Pool Houses must be placed behind the rear line of the dwelling extended to meet side. lot lines and be approved by the Architectural Control Committee. Such construction shall include protective fencing or covers and a landscape plan to be approved by the Architectural Control Committee. Above grounds shall not be permitted.

20. Mailboxes: The Architectural Control Committee shall establish a standardized mailbox for each dwelling that includes the material type, paint color and mailbox size for each lot. Only those specified mailboxes shall be permitted in the subdivision. All mailboxes and posts shall meet the requirements of the Hancock County Code of Ordinances for location and size.

21. Fencing and Walls: Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary dwelling. Wrought iron ornamental fencing or brick, stone and/or masonry walls surrounding or enclosing pools which are no higher than six (6) feet in height may be permitted. All fencing shall be approved by the Architectural Control Committee. Underground invisible fences used for containment of household pets are permitted. Chain link fencing must be black vinyl coated type if used and not exceed four (4) feet in height. All fencing must be new when first constructed and be maintained in good condition. No wood privacy fences are permitted. On corner lots an additional requirement is that fences may not be placed closer to the street than the building setback line on the side of the dwelling. No walls, dog runs, animal pens or fences to contain pets or animals in a restricted area for temporary periods of time shall be permitted on any tract. Developer reserves the right to use fencing in landscape easements at the entrance as part of the landscape plan.

22. ARCHITECTURAL CONTROL COMMITTEE APPROVAL

A. Structure. The Committee shall be composed initially of the Developer, and after completion of the development by a committee of three (3) homeowners designated by the Developer for the term of one (1) year and serving thereafter until the successors are elected by a majority vote of the homeowners in the Development. The purpose of the Committee shall be to enhance and protect the value, desirability, and attractiveness of the Development as a whole and to ensure that all buildings, fences, walls or other structures are harmonious with the overall architectural character of the Development.

B. Standards. No building, fence, wall's accessory structure or other structure shall be erected, placed, or altered on any building lot in this Development until the building plans, specifications and plot plan showing the location of such structures have been assessed as to the conformity and harmony of external design with exist-ing structures herein and as to the building with respect to the topography and finished ground elevations by the

Architectural Control Committee. All dwellings shall have elevation extenders consisting of 100 % brick or stone, exclusive of window and doors, unless waived by the Architectural Control Committee based upon the style of dwelling planned for the lot. No roof for a one-story shall be installed on any dwelling having a roof pitch of less than 8/12. No roof for a more than one-story shall be installed on any dwelling having a roof pitch of less than 7 / 12. All roof shingles shall be dimensional in type and of a color approved by the Ar-chitectural Control Committee, unless the architectural design would be better served by a different roof material and a variance from this section is granted by the Architectural Control Committee. All chimneys shall be total masonry or EFIS. Direct vent fireplaces if used must be placed on the rear elevation of the dwelling. No log homes, modular or concrete homes shall be permitted. No wood foundations or wood basements shall be permitted. No log homes, modular or concrete homes shall be permitted. No wood foundations or wood basements shall be permitted. All building plans must be approved in writing by the Committee before beginning construction.

23. **Additional Hancock County Zoning Covenants and Restrictions:** *There are situations and instances where the aforementioned Declarations of Covenants, Conditions and Restrictions and the covenants hereto before may be in conflict. **The most restrictive shall apply.***

CURRENT REQUIRED MINIMUM DEVELOPMENT STANDARDS PER HANCOCK COUNTY ZONING CODE

A. Homes located adjacent to and directly across the street opposite from each other shall not be of the same front elevation. This does not prohibit the home to the rear from being the same front elevation.

B. Exterior chimneys for fireplaces shall be masonry in entirety unless placed on the rear exterior wall of the residence. Chimneys that do not originate on an exterior wall that protrude through the roof may be of material other than masonry, excluding aluminum.

C. All porches on the front or side of the residence shall be constructed with nominal 6 x 6 column posts. Residences without covered porches shall have architecturally treated entrance ways.

D. All residences shall include decorative rectangular, round, half-round, or triangular front, rear and side gable roof vents or windows.

E. RESIDENTIAL BUILDING STANDARDS (the following covenant is required per the Hancock County Zoning Ordinance, · however, the use of vinyl exterior siding material, excluding window types, is not permitted on any structure)

The residential structures shall include the following minimum building standards: Nine-inch overhangs on all roofs, except that side gables may use an architectural alternative that creates a dimensional effect with wood, vinyl or aluminum subject to plan director approval; roof pitch of no less than 6/12; vinyl siding shall be approved and endorsed as meeting or exceeding ASTM D3679 by the Vinyl Siding Institute (VSI) through the VSI siding certification program. The minimum thickness of vinyl siding shall be 0.044 inches; unless adjacent to a masonry wrap, all windows, doors, and corners shall have one inch by six-inch wood or vinyl surround, or shutters or decorative trim or decorative window headers; attached two-

car garages; on corner lots the driveway shall be handed in the opposite side from the intersection of the street right-of-way lines.

24. **ENFORCEMENT OF COVENANTS**

A. Remedies. The right to enforce these covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby reserved to any owner of any of the real estate in this Development, including the developer. The Developer has the right, but not the responsibility, to enforce the Covenants contained herein as long as Developer owns property in the Development. However, at such time as the Developer no longer owns any property contained in this section of the Development, the Developer no longer shall have any right, obligation or standing to enforce any covenant. The cost of enforcement of any violation of the Covenants contained herein, including any expenses and attorneys' fees, shall be charged to the property Owner in violation, and such costs, expenses and fees shall be collectible in the same manner as assessments as provided herein. In no event shall the Developer be responsible for any damages, fees, or expenses resulting from the enforcement or failure to enforce any covenant.

B. Delay of Failure to Enforce. No delay or failure in 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.

25. **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 of a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained, and shall be deemed to be a member of the Association and bound by its By-Laws. By acceptance of such deed or execution of such contract the Owner acknowledges the rights and powers of Developer with respect of these Restrictions and the By-Laws, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with Developer and to and with the Owner and subsequent Owners of each of the lots affected these Restrictions to keep, observe, comply with and perform such Restrictions and agreements, and the By-Laws.

26. **TITLES**

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none 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.

27. 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, 2032, at which time said covenants conditions, and restrictions shall be automatically extended for a period of ten (10) years, un-less changes 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. If the Developer owns one or more lots in the Development, then these covenants cannot be changed without the consent of the Developer. If the Developer does not own one or more lots in the subdivision, the consent of the Developer shall not be required. Invalidation of any of the foregoing Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

28. SEVERABILITY

Every one of the Restrictions contained herein is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and for 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 valid 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.

29. PERPETUITIES.

If any of the covenants, conditions, restrictions, or other provisions of this Declaration would be unlawful, void, or voidable for violation of the common law rule against perpetuities, then such provisions shall continue on for the maximum amount of time as allowed by Indiana Code 32-1-4.5-1, et seq. as amended from time to time.

30. CUMULATIVE EFFECT;

Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative, and in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens of assessments created in favor of the Association.

31. NO TRESPASS

Whenever the Developer or the Architectural Control Committee, and their respective successors, assigns, agents, or employees are permitted by these Covenants to enter upon or correct, repair, clean, maintain, preserve, or 'do any other action within any portion of the subdivision, the entering thereon and the taking of such action shall not be deemed to be a trespass.

32. **DEVELOPER CONSENT:**

So long as Developer continues to have rights under this Article, no Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Property without Developer's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Developer.

33. **Interpretation.**

In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Developer or the Board will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing in the public records of the County of Hancock, Indiana. The captions of each Article and Section hereof as to the contents of each Article and Sections are inserted only for limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Indiana.