

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE RIVER'S EDGE LOT OWNER'S ASSOCIATION**

THIS DECLARATION, made on the date hereinafter set forth by The River's Edge Lot Owner's Association, with it's principal place of business in Clark County, Indiana.

WITNESSETH :

WHEREAS, Declarant is the owner of certain property in The River's Edge Community, Inc., which is more particularly described as:

Lots 1 through 79 – The River's Edge
Community, Inc., Clark County, Indiana

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any rights, title or interest in the described properties or any part thereof; their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to The River's Edge Lot Owner's Association, its successors and assigns, a non-profit organization.

Section 2. "Building" shall mean and refer to any camp structure that may be situated on a lot or a part of structure conveyed with the lot.

Section 3. "Declarant's Property For Use And Enjoyment of Members: shall mean and refer to Lake and 15' around same; Club House and 15' around same; Boat Ramp and road leading to same.

Section 4. "Declarant" shall mean and refer to the developer, it's successors and assigns.

Section 5. "Declaration" shall mean and refer to this Declaration of Covenant's Conditions and Restrictions to which the properties are subject.

Section 6. "Camp Unit" shall mean and refer to any portion of a building situated upon a lot and designed and intended for use for camping by a single family or individual.

Section 7. "Lot" shall mean and refer to the numbered lots shown upon any recorded plat of the properties. In the event any part of the properties is replatted and a subsequent plat is recorded, then "Lot" shall refer to the numbered lots shown on such replatting and such subsequent recorded plat. With respect to any portion of any camp or structure that may be constructed on a part of more than one of such lots, "Lot" shall mean and refer to the real estate conveyed in connection with such camp unit.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided for in this Declaration.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the properties, including contract sellers and vendees (deemed co-owners) but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provision or operation of law.

Section 10. "Properties" shall mean and refer to that certain real estate property described above.

**ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. Every owner of a lot which is subject to assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Ownership of a lot shall be the sole qualification for membership.

Section 2. Voting Membership Rights. Members shall be owners, and shall be entitled to one vote per household. When one or more persons holds an interest in any said lot, only one vote per camp lot will be cast, no matter how many lots are owned by the same individual or individuals.

Section 3. Association Officers. The owners shall elect, as prescribed by the Association By-Laws, officers which shall manage the affairs of the Association.

Section 4. Suspension of Voting Rights. The Association shall suspend the voting rights of a member for any period during which any assessments against his lot remains unpaid, or any violation of the Declaration of Covenants, Conditions and Restrictions.

Section 5. Notice of Meetings. Unless the By-Laws provide otherwise, written notice or a telephone call stating the place, day, and hour of meetings, and, in case of a special meeting, the purpose or purpose for which the meeting is called, shall be delivered no less than five (5) days before the date of the meeting, either personally, telephone or by mail, by or at the direction of the President, Vice President or Secretary/Treasurer, or the officer or persons calling the meeting, to each member entitled to vote at such meeting.

ARTICLE III **COVENANT OR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation or Assessments. The Declarant, for each lot owned within the properties, hereby covenants to each owner of any lot 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, yearly assessments, or charges and special assessments for capital improvements and operating costs; and special assessments as provided in this Article; such assessments to be established and collected as hereinafter provided. The yearly and special assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made senior to all liens except a first mortgage of record and any ad valorem taxes. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to this successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the lot owners in the properties and for the improvements of roads and maintenance of security lights.

Section 3. Assessments. Until January 1, 1991, the maximum yearly assessment for each lot owner shall be one hundred (\$100) dollars per lot.

- (a) From and after January 1, 1991, the maximum yearly assessment may be increased effective January 1 of each year not more than 10% above the maximum assessment for the previous year without a vote of it's membership.
- (b) The Association members shall fix the yearly assessment at an amount not in excess of the maximum.
- (c) A portion of such yearly assessments shall be set forth or set aside or otherwise allocated for the purpose of providing road upkeep and maintenance of security lights, or any capital improvement which the association is required to maintain.
- (d) The Declarant provides utilities for the owners at set yearly fees. The fees are collected on the day lot is purchased, and is due and payable each year thereafter whether lots are occupied or not. Declarant may increase fees not more than the maximum yearly assessments as outlined in (a) above. A membership vote is not needed.

Section 4. Special Assessments. In addition to the yearly assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, which the Association may from time

to time incur, provided that such assessment shall have the assent of a majority of the votes of members (as outlined below) who are voting in person at a meeting duly called for this purpose.

Section 5. Notice and Quorum or Any Action Authorized Under Sections three and four (3 & 4). Written notice or a telephone call of a meeting called for the purpose of taking any action authorized in Section three (3) or four (4) shall be sent to all members not less than five (5) days in advance of the meeting. The presence of members, entitled to vote, with 60% of all the votes of each person (one vote per household) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. If a quorum cannot be met after two attempts, the Association Officers shall make the decision.

Section 6. Uniform Rate of Assessment. Both yearly and special assessments must be fixed at a uniform rate for all lots and may be collected on yearly and as needed.

Section 7. Date of Yearly Assessments. The yearly assessments provided herein shall commence as to each respective lot on the anniversary date of lot purchase. Lots owned but which are not occupied shall make the same yearly assessments as lot owners that occupy said lot. Lots owned by the Declarant, which do not have camp units hereon, shall be exempt from the assessments. The association officers shall fix any increase in the amount of the yearly assessment at least thirty (30) days in advance of the effective date of such increase.

Section 8. Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 15% per annum or at the highest rate allowed by Indiana law, whichever is higher. The Association may bring action at law against the owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the petition in such action, including reasonable attorney's fees. No owners shall escape or waive liability for the assessments provided for herein by non-use or his/her areas or of non-use or abandonment of lot.

ARTICLE IV DECLARANT'S RIGHTS

Section 1. Declarant (developer) reserves the right of use any of the lots as models and to sell, assign, or conduct other business in connection with the construction and development of the project from any of such lots prior to their being sold. The reservation of right of privilege to the Declarant includes, but is not limited to, the right to maintain models, erect signs, maintain an office, staff and office with employees, and to show lots that remain unsold. Declarant also reserves the right to make changes in the location or manner of construction of buildings and other improvements.

ARTICLE V MAINTENANCE

Maintenance by Owners. The owners of each camp lot shall furnish and be responsible for, at his own expense, all maintenance, and repairs of his lot and all structures, improvements and equipment located thereon. He shall be responsible for the maintenance, repair and replacement of all decks and all patios adjacent to camp units and any and all other maintenance, repair and replacement of the improvements on the lot. The units must have siding in good repair and cannot be painted bright colors.

All units must be underpinned within one (1) month after placement unless permission has been given prior to placement.

ARTICLE VI EASEMENTS AND ENCROACHMENTS

Section 1. Each lot is burdened with an easement of ingress and egress by the Declarant for maintenance, repair and replacement of utility lines. Each lot is subject to a twenty-five (25') foot roadway easement along the south side of the lot tracts. All lots are subject to easements for all utility lines five (5') feet on each side of the lines installed. A roadway easement exists twenty-five (25') feet on each side of the centerline of the existing roadway, which provides access in the lots from Bull Creek Road, a county road. Lots are subject to any additional easements or restrictions of record.

Section 2. Drainage, Utility and Sewer Easements. As noted on the lot descriptions, Declarant (developer) has reserved certain areas of the lots for drainage, public utility and sewer easements. In doing so, it is the intention of the Declarant to provide the needed flexibility to itself, for the benefit of all lots and owners, to properly install and allow to be maintained all electrical, telephone, water, sewer and other utility services (including all lines, pipes, wires, cables, ducts, etc.) to the camp units set upon the lots. No other improvements or permanent structures shall be placed within such utility easements. The right to remove any structure so situated on easements without duty of replacement or reimbursement shall be the Declarant's right, if needed. Every attempt will be made to notify lot owner before repairs.

Section 3. Additional Easement Rights. Declarant reserves the right to change the location of any easement on or within lots. Declarant reserves the right to change the description of any such drainage, utility and sewer easement, or other easement.

Section 4. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the cost of emergency by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private.

Section 5. Easement for signs. Declarant reserves unto itself for so long as it owns any lot, the right and easement to erect and maintain an entryway, identification and "For Sale" sign or signs with the properties as Declarant deems reasonably necessary, and in good taste.

ARTICLE VII

The driveway in front of each owner's lot shall be for the exclusive benefit of such owner and his guests. No one shall use these parking areas for parking or storing of boats, snowmobiles, trailers, camping vehicles, or other recreational vehicles, or for parking large commercial trucks. None of the above items will be allowed to be stored on the lots from November 15 through March 15. Owners will be allowed to park boats on their lots between March 16 and November 14, if they so desire. No vehicles or boats shall be parked so as to impede access along the main road. No parking is allowed on main road to and from camps. Vehicles shall park so no part of vehicles is encroaching upon designed road. Owners will be restricted to their own parking area and lot. Parking is prohibited on roadway adjacent to lake. Parking is prohibited on lots which are unowned by any member. Declarant prohibits parking on lots owned by him. Property owned by the Declarant may not have vehicles parked thereon unless permission has been given. Lots owned by others which have no control on a day to day basis, prohibit parking unless given permission of such. If a designated "Parking Area" exists, area will be exclusively for "Temporary Parking" only and not long term. Guests may use this area, but otherwise must contain their vehicle on owner's parking area or driveway.

ARTICLE VIII **ARCHITECTURAL CONTROL**

No fence or wall may be constructed on easements or between lots. If plantings or shrubbery is installed on easements, such may be removed if utility service is needed. Declarant may remove but has no responsibility of returning same.

ARTICLE IX **SIGNS AND HOME OCCUPANTIONS**

Section 1. Signs. So long as Declarant is a member of the Association, no advertising signs of any kind, excluding sale or "for sale" signs or rental or "for rent" signs (other than interior window signs) shall be displayed on any lot without the prior approval of the Declarant. Further, no signs of any nature, kind or description shall be erected, placed or maintained on any lot which identify, advertise or in any way describe the existence or conduct a self-employed occupation or any other occupation.

Section 2. No business occupation shall be conducted or maintained on any lot.

ARTICLE X

It will be considered against the rules of the Declarant and the Association for any person to allow cats, dogs, cattle, horses, swine, fowl, or other animals being harbored by any unit owner to run at large outside premises of the unit.

ARTICLE XI

All camp units outbuildings and other structures shall be constructed not less than five (5) feet from the property line. Outbuildings must be constructed on skid-type apparatus for easy moving. All camp units must be kept in ready condition by leaving the wheels, tires and hitches in place at all times. Some units may be required to have additional axles installed for easy pull out. Outbuilding must be approved by Declarant and Association as to size and height. Excessive size and height will not be permitted. Decks must be installed at least two (2') from property lines.

ARTICLE XII STATED RESTRICTIONS

Section 1. Subjection of the Property and Certain Provisions. The ownership, use and enjoyment of each lot shall be subject to the provisions of the By-Laws and Articles of Incorporation of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified, shall have equal status and shall be enforceable and binding as a Covenant, Condition, Restriction or Requirement running with the land and shall be binding on the enforceable against each and all camp lots and the owners thereof.

Section 2. No camp lot shall be used for any propose other than single family camping purposes.

Section 3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any camp lot except a dog or cat, provided they are not kept, bred, or maintained for any commercial purpose. The Association prohibits raising, breeding or keeping animals for monetary gain. Any person owning or keeping a pet shall be responsible for that animal and make sure the pet is confined to that owner's lot area. No dogs or cats will be allowed to run free or run upon adjoining property owner. No pets may be penned up or allowed to bark and cause a disturbance. If pet is walked, it must be leashed, and any person owning such animal shall be responsible for and shall clean up waste from such pet.

Section 4. No noxious or offensive activities not involving the maintenance of lots shall be carried on which may be or may become an annoyance or a nuisance to the surrounding area. No camp lot or unit shall be used for unlawful purposes. No noise or activity which disturbs the peace, comfort and quiet enjoyment will be allowed. Guests must adhere to these rules, and it is the responsibility of the lot owner to see that these rules are followed.

Section 5. The owner of each camp lot shall keep the same free of weeds and debris. River debris on lot shall be cleaned and removed before summer season (by June1) starts. All debris must be removed from banks and lots. Burning is allowed for debris and drift removal.

Section 6. All trash must be in plastic bags and placed in garbage receptacles. If trash is placed or set out in any other manner, it will not be removed. Garbage receptacles should be placed so as not to be seen from roadway. Excessive garbage will not be allowed. Two cans will be permitted. A designated day will be named for pickup and removal. Cans will not be set out after this date.

Section 7. No boat, snowmobile, recreational vehicles, trailer or other vehicle may be stored or parked upon common street.

Section 8. No activity shall be allowed which unduly interferes with the peaceful possession and use of the property. No fire hazard or unsightly accumulation of refuse will be allowed. Storing of recyclable materials on lot, in sight, will not be permitted.

Section 9. Camp units and outbuildings must be attractive on outside with no bright colors or flaking paint. Units must be kept in good repair and in good order. Underpinning is necessary within one month of move-in unless permission has been given on an extension.

Section 10. No fences will be permitted.

Section 11. No lean-tos or shacks.

Section 12. All sheds and outbuildings must be approved as to size and height. If outbuilding is constructed, it must be painted or have siding to closely match camp unit.

Section 13. No unlicensed vehicles will be left on driveway or on lot. No junk vehicles will be allowed. Major repairs of motor vehicles will not be allowed on lot.

Section 14. After any construction of any type, leftover building materials must be removed. Equipment and tools, ladders, lawn mowers, etc., will not be permitted in view of the other lots. The Association strongly recommends lattice under decks to provide out-of-site storage of above items.

Section 15. The firing of weapons is prohibited.

Section 16. No hunting will be allowed on Declarant's property.

Section 17. No business signs of any nature.

Section 18. Speed limit is strictly enforced. Guests must be advised of speed limits.

Section 19. No large commercial trucks will be allowed unless for delivery purposes. Concrete trucks will not be allowed unless prior approval of Declarant is given.

Section 20. Camp lot cannot be divided to allow two camp units to be placed thereon.

Section 21. Boat ramp will only be used by camp lot owners, home owners, and rental units which have paid membership fees. Boat ramp is not for use by guests, and usage is strictly prohibited. Boat ramp is private, and not for the use of general public.

Section 22. If camp lots are sold, new owners will receive a copy of the By-Laws and Restrictions. New owners will be apprised of rules before purchasing lot. New owners will be bound by these rules.

Section 23. Fishing lake is to be used by owners exclusively. Grandchildren, under the age of twelve (12) must be accompanied and chaperoned by an adult. Swimming is strictly prohibited. Guests of owners may not be allowed to fish in the lake. No parking will be permitted around the lake by automobiles or trucks. Any chairs or debris left beside lake, must be removed and not left overnight.

Section 24. Fish which have been put in lake for algae control, should be thrown back if caught. These fish have teeth and are easy to recognize.

Section 25. Water usage for grass, car washing, etc., is not permitted. No dripping faucets or water hose leaks will be allowed.

Section 26. No food grinders or garbage disposals will be allowed in camp units. Sewerage system will not accept many items.

Section 27. No condoms or sanitary apparatus may be flushed down commodes.

Section 28. Water, at main, must be turned off and on by Declarant or employee of Declarant.

Section 29. Golf carts will be allowed as long as speed limits are adhered to.

Section 30. All valid laws, zoning ordinances and regulations of all governmental bodies must be adhered to. The building of permanent residences and buildings in the floodway or flood plain, will not be permitted. The area and camp units on the lots may not be drastically changed or altered from the original intent of the development. All lots must be kept uniform and all camp units aligned the same way.

Section 31. A designated area at the top of the hill (where boat ramp is located) should be used to store cars and boat trailers temporarily.

Section 32. The officers of the Association shall have the authority, along with the Declarant, to adopt rules and regulations and restrictions governing the use of sold lots. All rules and regulations shall be observed by the owners, guests, lessees, etc.

Section 33. Neither the owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of the lots by the Declarant. The Declarant may make such use of the

unsold lots as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office or model camp.

THE RIVER'S EDGE COMMUNITY, INC., HAS IN IT'S ENTIRETY, BEEN DESIGNATED A CERTAIN AMOUNT OF ACRES FOR DEVELOPMENT BY THE DECLARANT. PROPERTY ADJACENT TO THE DEVELOPMENT, AND OWNED BY THE DEVELOPER (DECLARANT) IS HELD SACRED AND DEEMED PRIVATE TO HIM AND HIS FAMILY, AND FOR THE USE AND ENJOYMENT BY THEM, SOLELY.

ARTICLE XIII

Section 1. Right of Enforcement of Restrictions. In the event of a violation, or threatened violation of any of the Covenants, Conditions and Restrictions herein enumerated, Declarant, the persons in ownership of the camp lots, the Association officers, and all parties claiming under them, shall have the right to enforce the Covenants, Conditions, and Restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with Covenants, Conditions, and Restrictions contained herein, and shall be entitled to recover reasonable attorney's fees and the costs and expenses incurred as a result thereof.

Section 2. Enforcement Procedures. If anyone is deemed to be in violation of the above Covenants, Conditions, and Restrictions, a letter will be sent outlining the infractions, and the owner will be given thirty (30) days to correct the problem(s). If the problem(s) are not corrected within that time limit, the Association officers will secure a labor force to correct those items, and in turn, assess the owner for the fees which have been charged by that labor force. If the owner refuses to reimburse the membership account for these monies spent, after a 30-day period, a lien will be filed on the property as outlined in Article III, Section 1.

Section 3. Amendment. This Declaration may be amended or changed at any time within ten (10) years following the date of recordation by an instrument recorded in the Office of the Recorder of Clark County, Indiana, signed or approved in writing by a majority of the owners, provided none of the rights or duties of the Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declaration may also be amended by the Declarant, if it then has any ownership interest in the properties, at any time, within ten (10) years after the recordation hereof.

This instrument reviewed by:

Darrell Adams
Attorney

December 14, 1992
Date