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**RESTRICTIONS AND PROTECTIVE COVENANTS**  
**FOR ROCK SPRINGS SUBDIVISION**

Rock Springs Development, LLC, an Indiana limited liability company (“Developer”) being the sole owner of all Lots in Rock Springs Subdivision as the same appears of record in the Office of the Recorder of Clark County, Indiana, as Instrument No. 202310798 and in Plat Book 20 , Page 26 , does hereby impose the following Restrictions and Protective Covenants upon each Lot within the Plat of Rock Springs, Section 1, and all future sections of Rock Springs Subdivision (the “Subdivision”) for the mutual benefit of all persons, firms, and corporations who may now or hereafter have any vested interest, legal or equitable, in any Lot or other real property within the Subdivision:

**Definitions:**

“**Association**” shall mean and refer to “Rock Springs Homeowners Association” a not-for-profit Indiana corporation, its successors and assigns.

“**Commons Area**” or “**Commons Areas**” shall mean all real property shown on the plat of a section of the Subdivision which shall be owned by the Association for the common use and enjoyment of the Owners. The Commons Areas shall be conveyed by the Developer to the Association. Commons Areas shall include all non-dedicated roadways, visitor parking spaces, lights, utilities, greenspaces and entrance situated with the areas identified as Commons Area on the Plat, but excluding all publicly dedicated roadways and driveways located on a Lot.

“**Developer**” shall mean Rock Springs Development, LLC, and Developer’s successors, designee/s and/or assigns.

“**Lot**” or “**Lots**” shall mean each parcel or more than one parcel of land shown on the Plat of a section of the Subdivision as a “LOT”.

“**Member**” or “**Members**” shall mean every person or entity who hold membership in the Association.

**1. Primary Use Restrictions.** No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except a single-family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half (2 1/2) stories in

height and containing a private garage attached for the sole use of the owner and occupants of the Lot. Private professional business for in home use is allowed, but subject to Clark County Plan Commission approval, and as long as it does not become an annoyance or nuisance to the owners of Lots within the Subdivision or the surrounding neighborhood. Notwithstanding the provisions hereof a new home may be used by a builder thereof as a model home for display or the builder's own office, provided said use terminates within Eighteen (18) months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer or any person, firm, corporation or association to whom it may assign such right.

**2. Approval Of Construction And Landscape Plans.** No structure may be erected, placed or altered on any Lot until plans are submitted showing the (a) location of improvements on the Lot; (b) the grade elevation (including rear, front, and side elevations); (c) the type of exterior material, and (d) the location and size of the driveway, which shall have been approved in writing by the Developer. In addition to the plans referred to in the previous sentence, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show trees, shrubs and other plantings. One (1) deciduous tree and Two (2) shrubs shall minimally be required in the front yard of each developed Lot. Said landscaping is to be fully completed within Twelve (12) months from the date of occupancy. References to "Developer" in this paragraph, shall include any person, firm, corporation or association to whom Developer may assign this right of approval. References to "structure" in this paragraph shall include any building, (including a garage, fence, or wall). Planting of trees will be done after all utilities have been installed.

**3. Building Materials, Roof, Builder.**

(a) The exterior building material of all structures shall extend to maximum of Six (6) inches above ground level and shall be either: brick, stone, brick veneer, or stone veneer, wood, Masonite, concrete siding vinyl siding or a combination of the same. Builder shall leave no exposed concrete on walkout basements or on any part of the structure other than the six inches (6") referenced above.

(b) The roof pitch of any residential structure shall not be less than Six (6) inches vertical of every Twelve (12) inches horizontal.

(c) The general contractor constructing the residential structure on any Lot shall have been in the construction business for a period of not less than One (1) year and must have supervised the construction of, or personally built, a minimum of Six (6) homes. Developer makes this requirement to maintain high quality of construction within the Subdivision and reserves the right to waive these standards of experience.

**4. Setbacks.**

(a) No structure shall be located on any Lot nearer to the front Lot line or the side street line than the minimum building setback lines shown on the recorded plat. Developer may vary the established building lines, in their sole discretion, where not in conflict with applicable zoning regulations during the development of the Subdivision. For purposes of this section, the Developer of the Subdivision shall remain the Developer, from the date that, these restrictions and protective covenants are executed by the Developer to the date of the sale of the last remaining Lot in the Subdivision to any person, firm or corporation other than the Developer.

(b) For the purposes of these Restrictions and Protective Covenants, all adjoining Lots or portions thereof used as a site for the construction of a single dwelling structure shall be considered One (1) Lot, so that these Restrictions and Protective Covenants relative to side Lot lines shall mean the side lines of any one or more Lots or portion or portions of any Lot or Lots used as a single dwelling building site.

(c) For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this exception shall not be construed to permit any portion of a dwelling structure or any other building to encroach upon another Lot. In no event shall any dwelling, structure or any other building be erected in violation of side yard requirements of any applicable zoning ordinance in effect at the time of construction thereof.

#### **5. Minimum Floor Areas.**

(a) The ground level living area of a One-story (1) house shall be a minimum of 1100 square feet, exclusive of porches and garages,

(b) The total living area of a One and One-half (1 ½) story house shall be a minimum of 1300 square feet, exclusive of porches and garage.

(c) The total living area of a Two story (2) or Bi-level house shall be a minimum of 1400 square feet, exclusive of porches and garages.

Finished basement areas, garages, and open porches shall not be included in computing total living area of any residential structure, except that finished area on the lower level of a Bi-level will be considered in computing total living area.

**6. Pools.** Any swimming pool, hot tubs or spas constructed or placed on any Lot must be pursuant to a development plan approved in writing in advance by Developer. The development plan, which shall include information as to the size, design, and placement of the pool, hot tub or spa, and landscaping and must provide for the pool, hot tub or spa to be located in the rear of the Lot, be screened from the street, have landscaping deemed appropriate by the Developer, and have appropriate fencing as required by local and/or state laws. Above ground swimming pools, including soft-sided or inflatable pools, are not permitted to be installed or placed on any Lot.

#### **7. Completion Time Requirements For Construction.**

(a) No portion of a structure shall be allowed to remain upon any Lot in a partial state of completion for substantially greater length of time than would normally be required for completion of such a structure, having regard only for general circumstances and conditions in the vicinity and not circumstances and conditions peculiar to the owner of other person or persons responsible for such construction, and in no event in excess of One (1) year from date of first construction.

(b) After substantial completion of a residence, the Lot owner shall grade and seed or sod the Lot within 30 days, in accordance with the governmental authority guidelines.

(c) All driveways shall be paved solidly of concrete or asphalt within Six (6) months of completion of a single family structure.

(d) Upon Owners failure to comply with the provisions of this Paragraph, Developer or any person or association to whom it may assign the right, may take action as necessary to comply therewith, and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing.

#### **8. Garages and Driveways.**

(a) All Lots shall have at least a Two (2) car garage a minimum of Nineteen (19) feet in width.

(b) Garages, as separate structures, are subject to prior plan approval under Section 2 hereof.

(c) No carports shall be constructed on any Lot.

(d) Prior to the start of construction of any dwelling, the contractor will install and gravel the driveway so that it can be used during construction of the home.

(e) Driveways shorter than Forty feet (40') shall be double width, and a minimum of Sixteen feet (16) wide at its narrowest point. A turnaround or parking area may be substituted for the double width restrictions.

#### **9. Use Of Other Structures And Vehicles.**

(a) No structure of a temporary character shall be permitted on any Lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed.

(b) No outbuildings, trailer, basement, tent, shack, garage, barn, or structure other than the main residence erected on a Lot shall at any time be used as a residence, temporarily or permanently.

(c) No trailer, trucks, motorcycle, trailer, camping vehicle, commercial vehicle, or boat shall be parked or kept on any lot at any time unless housed in a garage or basement or parked to the rear of the improvements located on any lot so that same shall not be visible to the public from any street located in the Subdivision, or additions thereto. Noncommercial pickup trucks are permitted to be parked in the development. It shall be the responsibility of the Association to determine if a vehicle is a commercial vehicle. No automobile that is inoperable shall be habitually or repeatedly parked or kept on any Lot (except in the garage) or on any street. No trailer, boat, truck or other vehicle, shall be parked on any street in the Subdivision, for a period in excess of Twenty-four (24) hours in any one calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way. For purposes of this paragraph, habitually or continuously parked on any street or public right-of-way shall mean any period in excess of Six (6) hours. It is the intent of the Developer that residents park their automobiles in their driveways and/or garages,

**10. Limitations on Use, Underground Utility Service, Fuel Tanks, Satellite Dishes, Antenna, and Towers.**

(a) Utility service lines serving each Lot shall be underground and shall be located only in those areas reserved on the plat for utility easements. The utility easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein, and no change in the grade or elevation thereof, shall be made by any person, firm, or corporation owning any legal or equitable interest in any Lot in the Subdivision without the expressed consent in writing of the utility service companies providing utility service to the Subdivision.

(b) All tanks used for any purpose shall be buried or otherwise fully screened from view from the street or any other Lot. Pool pumps and filtering system shall not be visible from the roadway nor from the windows or porches of homes on adjacent properties.

(c) No solar system may be constructed or placed on any Lot without prior written approval of the Developer or the Association. Plans for the proposed solar system must be submitted to the Developer or the Association before any installation is started. Solar panels, as part of the solar system, must be installed on the roof of the residence. The solar panels shall be at the same pitch as the roof on which they are mounted. No solar panel shall overhang the roof in any directions. Approval of the installation of a solar system shall be at the Developer's or the Association's sole discretion.

(d) No satellite dish or special radio-telephone transmitting antenna and/or receiving antenna/tower may be constructed or placed on any Lot without prior written approval of the

Developer, in Developer's sole discretion. Principal concerns of the Developer are with regard to location, aesthetic and effective measures to screen such equipment from public view and safety.

(e) No outside clotheslines shall be erected or placed and used on any Lot.

(f) No tennis, basketball or recreational court of like kind shall be erected on any Lot without prior written approval of the Developer or the Association, in Developer's or the Association's sole discretion.

**11. Sanitary Sewer Service.** All Lots within the Subdivision shall be connected to the sanitary sewer collection and treatment system owned and operated by the City of Jeffersonville (the "Sewer Utility"), its successors or assigns. All owners of Lots shall comply with all rules and regulations adopted by the Sewer Utility, subject only to the prior approval of the Indiana Utility Regulatory Commission, as applicable.

**12. Animals.** No animals, including reptiles, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets common in this geographic area may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pets.

**13. Duty To Maintain Lot.** Before the date of construction of single-family residence is started, it shall be the duty of each Lot owner to keep and maintain the grass at a level not to exceed Twelve (12) inches in height. From and after the date construction on said Lots is started, it shall be the duty of each Lot owner to keep and maintain the grass on the Lot properly cut, to keep the Lot free and clear from all weeds and trash, (other than normal building materials used during construction) and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, the Developer may take such action as it deems appropriate, including mowing, in order to make the Lot neat and attractive and the owner shall immediately upon demand reimburse Developer, or its agents performing said services, the expense incurred in doing so. The Developer shall be entitled to place a lien on said Lot and the improvements thereon to secure the repayment of any such amounts not paid on demand. Such lien may be enforced by foreclosure against the Lot and the improvements thereon, with Developer being entitled to further recover its costs and reasonable attorney's fees incurred in such proceeding, but such lien shall be subordinate to any first mortgage lien previously recorded on such Lot. The lien for the foregoing assessments shall attach at such time as a notice thereof is filed in the office of the Recorder of Clark County, Indiana.

**14. Erosion Control.**

(a) Each Lot owner, specifically including without limitation, a builder intending to construct and sell a home on such Lot, shall comply with the erosion control plan filed for the Subdivision pursuant to Rule 5, of 325 IAC 15, et seq., pertaining to Storm Water Runoff

Associated with Construction Activity. All erosion control measures shall be performed by personnel trained in generally accepted erosion control practices, and shall comply with the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas published by the Indiana Department of Natural Resources, Division of Soil and Water Conservation.

(b) Prior to the construction of a single-family residence or any appurtenant structure on a Lot, it shall be the responsibility of the Lot owner, or his assigns, to maintain erosion control on each Lot to prevent erosion of earth onto any road, curb improvements, adjoining Lot, or adjacent property. After the transfer of ownership from the builder to the resident, each individual Lot owner shall have a continuing duty to similarly prevent any erosion of earth onto road, curb improvements, adjoining Lot, or adjacent property. Should any Lot owner, or his agents, fail to take any steps deemed as reasonably required to prevent such erosion, the Developer and/or the Association, as hereinafter defined, or any person to which they may assign such rights, may take such actions as they deem reasonably necessary and appropriate to halt or mitigate any such erosion within any such Lot. By acceptance of a deed to the Lot, each owner acknowledges that it impliedly grants a license to Developer, its agents or assigns, to enter the Lot at any and all reasonable times for purposes of taking such actions. Promptly after receipt of written demand, the Lot owner shall reimburse the Developer or other performing parties for all expenses incurred in effecting such actions, including any reasonable attorney's fees incurred in effecting such actions or collecting such costs. Developer shall have lien rights with respect to any such costs not paid by the Lot owner within Thirty (30) days after written demand.

(c) Drainage of each Lot shall conform to the approved general drainage plans submitted with the initial plat. Under no circumstances shall a drainage ditch be filled, altered or piped without the prior written consent of Developer. All storm water runoff, downspout drain lines, and sump pump drain lines shall be directed to the drainage collection ditch shown on the recorded plat of the Subdivision and approved by the Developer unless an alternative discharge point is approved in writing by Developer, but in no case shall such be connected to a sewer line or septic line.

(d) Surface drainage easements and Commons Areas used for drainage purposes as shown on the recorded plat of the Subdivision are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface across which such runoff is intended to flow shall be maintained in an unobstructed condition. The appropriate public authority having jurisdiction over storm water drainage, shall have the right to determine whether or not an inappropriate obstruction exists, and to repair and maintain, or require such repair or maintenance by the affected Lot owner, as such authority determines is reasonably necessary to keep such runoff conductors in an unobstructed condition.

(e) The Lot owner shall request inspection and approval by Developer of the finished grading on each Lot prior to it being seeded or sodded, and the grant or denial of such approval shall be subject to Developer's sole reasonable discretion. Developer shall further have the authority to offset any costs incurred in halting or mitigating erosion control problems on any Lot as identified by Developer in its sole discretion.

**15. Drainage; Non-Disturbance of Natural Drains.** Drainage of each Lot shall conform to the general drainage plans of Developer for the Subdivision. The course and flow of the existing creek or other natural drains shall not be disturbed, changed or altered in any manner without the prior written consent of the Clark County Plan Commission, Indiana Department of Natural Resources, and any other governing agency with jurisdiction over such proposed changes.

**16. Signs, Fences, House Numbers, and Mail Boxes.**

(a) No sign for advertising or any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than Nine (9) square feet; provided, however, Developer shall have the right (i) to erect larger signs when advertising the Subdivision, (ii) to place signs on Lot designating the Lot number of the Lots, and (iii) following the sale of a Lot, to place signs on such Lot indicating the name of the purchaser of that Lot. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulation.

(b) Two types of fences may be allowed on a Lot, a standard fence and a privacy fence. An owner of a Lot who desires to install a fence on a Lot must submit an application for a proposed fence to the Developer or the Association. The application, shall include, at a minimum, a plot plan of the Lot showing the location of the proposed fence, the style of the fence, and the material of the fence. No fences may encroach on any easement and cannot extended toward the front or street side property lines beyond the rear or side walls of the residence. Standard fences may be black vinyl coated chain link fencing or black aluminum wrought iron styled fencing. Standard fences shall not exceed five (5) feet in height unless specifically approved by the Developer or the Association. Privacy fences shall be of white vinyl material and shall not to exceed six (6) feet in height. Wood standard fence or wood privacy fence of any kind are not be allowed on any Lot. All fences shall be properly maintained by the Lot owner. The Association may adopt additional rules related to fencing.

(c) All homes shall display a house number in an appropriately placed position and all homes having a mail box shall maintain it in the same state of repair as that of the dwelling and that it shall, if lettered, be lettered in a professional manner or have attached thereto, an appropriate name plate. Mailboxes and posts are to be of a style and material determined by the Developer or the Association.

**17. Nuisances, Disposal of Trash.**



(a) No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(b) No trash, garbage, or other waste or refuse shall be kept within the Subdivision except in neat and sanitary containers. Any incinerator or other equipment for the storage or disposal of such materials shall be kept in a clean, neat and sanitary condition and maintained in accordance with all Federal, State and local laws or ordinances. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers.

**18. Sidewalks.** The builder or owner of each Lot shall be responsible for installation of the initially improved sidewalk on their Lot. If the sidewalk is not installed prior to occupancy of the home constructed on the Lot, or upon Thirty (30) days written notice by Developer requiring same, the Developer reserves the right to install the sidewalk and charge the owner twice the installation cost incurred, with such charge secured by a lien against the subject Lot.

**19. Commons Areas.** As evidenced by the acceptance of a deed, contract, or other means of conveyance for a Lot in the Subdivision each owner covenants and agrees to pay annually a pro-rate share of the cost of maintenance of the walkways, vegetative maintenance areas, and all other Common Areas. The assessment for the Common Areas shall be made and determined initially by the Developer, and subsequently said assessment determination may be assigned to said Association as contemplated under these covenants and restrictions. Failure to pay the annual assessment by any Lot owner shall operate as a lien against that owner's Lot, and also subject the owner to suspension of the right and/or privilege to use Commons Areas while any such amount remains due and owing. Use of the Commons Areas is reserved exclusively for the Lot owners within the Subdivision and their guests. Developer reserves the right, and shall be authorized to adopt additional rules and regulations pertaining to the access, use, and maintenance of such Commons Areas; provided that a copy of such rules and regulations are provided to each Lot owner prior to their taking effect.

**20. Homeowner's Association: Membership and Voting Rights.**

(a) An association of Lot owners to be known as the Association may be incorporated as an Indiana not-for-profit corporation by the Developer or by the Association.

(b) Every owner of a Lot in the Subdivision 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.

(c) The Association shall have two classes of voting Members as follows:

Class A. Class A Members shall be all owners of Lots with the exception of the

Developer, and shall be entitled to one vote for each Lot or unit owned. When more than one person holds an interest in a given Lot or unit, all such persons shall be Members and the vote for such Lot or unit shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any Lot or unit owned by Class A Members.

Class B. The Class B Member shall be Developer, who shall be entitled to the exercise of 10 votes for each Lot owned by the Developer. The Class B membership shall cease and be converted to Class A membership when the Developer turns control of the Association over to the Association.

(d) The owner of any Lot within the Subdivision, by acceptance of a Deed to any such Lot, whether or not it shall be expressed in such Deed, is deemed to covenant to agree to pay to the Association an assessment in the initial sum of \$250.00 per Lot beginning in the year of the first conveyance by the Developer to any person, firm, entity or corporation, other than a firm, entity or corporation owned or controlled by a member of the Developer. Thereafter the annual assessment shall be due on the 1<sup>st</sup> day of January of each year after such initial conveyance is made. The annual assessment, together with interest, cost and reasonable attorney's fees shall be charge on the land and shall be a continuing lien upon the property on which such assessment is made. Each assessment together the interest, cost and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time the assessment was due. The personal obligations for delinquent assessments shall not pass to his successors in title unless expressly assumed by them in the Deed of such Lot.

(e) The purpose of the assessments levied by the Association shall be exclusively to promote the health, safety and welfare of the residents of the Subdivision and for the improvement and maintenance of the Commons Areas which are not dedicated to and/or maintained by a governmental authority, or maintained by the owner of a Lot which adjoins a Commons Area. The Association shall acquire and pay for out of the funds derived from the assessments the following:

(i) The maintenance of the Subdivision entrance or entrances and landscaping islands in the roadways of the entrance(s), and landscaping along or within a boulevard, cul-de-sacs or other green space.

(ii) Taxes or assessments imposed upon the Commons Areas, if any.

(iii) Water, sewer, garbage, electrical lighting, telephone, gas, and other necessary utility service for the Commons Areas, if any.

(iv) Liability insurance insuring the Association against any and all liability to the public, to any owner or owners, or to the invitees or tenants of any owner or owner arising out of their occupation and/or use of the Commons Areas. The

policy limits shall initially be set by the Developer and thereafter by the Association. Policy limits shall be reviewed at least annually and increased or decreased in the discretion of the Developer or the Association.

(v) Worker's compensation insurance to the extent necessary to comply with applicable law.

(vi) A standard fidelity bond covering all members of the board of directors of the Association and all employees, of any.

(vii) The payment of any debt or obligation of the Developer for the initial construction of the an common facilities in the Subdivision.

(viii) Any other materials, supplies, furniture, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments that the Association is required to secure or pay pursuant to the terms hereof or by law, or which shall be necessary or proper in the opinion of the board of directors of the Association for the operation of the Commons Areas, for the benefit of Lot owners, or the enforcement of these restrictions.

(f) The Association, by vote of the majority of the Members thereof, may increase or decrease the annual assessment.

(g) In addition to the annual assessment authorized herein, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvements or Commons Areas in the Subdivision, provided that any such special assessment must be approved by Seventy-five percent (75%) of the Members, unless such special assessment is for purposes of enabling the Association to comply with the Drainage Ordinances of Clark County, Indiana, or any order issued by the Clark County Drainage Board.

(h) Effect of nonpayment of assessments. Remedies of the Association: any assessments not paid within Thirty (30) days after the due date shall bear interest from the due date at the rate of Fifteen percent (15%) per annum. The Association may bring an action of law against the owners primarily to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Commons Areas or abandonment of such Lot.

(i) Subordination of the lien and mortgage. The liens of the assessment provided for herein shall be subordinate to the lien of any first mortgage in existence at the time that the assessment becomes a lien. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to any mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments, which

become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for the assessment thereafter becoming due or from the lien thereof.

(j) Exempt property. All properties dedicated to and accepted by a local public authority, the Commons Areas, and all properties owned by the Developer or a firm, entity or corporation owned or controlled by a member of the Developer, shall be exempt from the assessment created herein, except no land improvements devoted to dwelling use shall be exempt from said assessments.

(k) The Developer shall call the first meeting of the homeowner's association by giving Thirty (30) day written notice to all Members. Such meeting shall be held not later than One (1) year after the sale of a majority of the Lots within the Subdivision to a third party not affiliated or related to Developer in any manner.

(l) Notice and quorum for any action. Written notice of any meeting called for the purpose of taking any action shall be sent to all Members for less than Thirty (30) not more than Sixty (60) days in advance of the meeting. At the first meeting called, the presence of the Members or all parties entitled to cast Fifty percent (50%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. A required quorum at the subsequent meeting shall be One-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. A majority vote of the quorum shall be required to take any action.

(m) Directors and incorporation. The Association may take the action of appointing a Board of Directors to act on behalf of the Association, and set forth the by-laws to guide the Association and/or its Board of Directors.

(n) Owners' easement and right of enjoyment. Every owner shall have the right and easement of enjoyment in and to the Commons Areas, which right and easement shall be appurtenant to, and shall pass with, the title to every Lot subject to the following provision: The right of the Association to dedicate or transfer a Commons Area shall not, be effective unless an instrument of agreement to such dedication or transfer is signed by Two-thirds of the Members and has been recorded.

**21. Obligation To Construct Or Re-convey.** Each Lot owner shall, within three (3) years after the date of conveyance of a Lot without a dwelling thereon, commence in good faith the construction of a single-family dwelling approved according paragraph 2, upon each Lot conveyed; provided, however, that should said construction not commence within the specified period of time, and/or if the Lot owner has not complied with all of the restrictions herein or from this time faith does not comply with such restrictions as provided herein, then the Developer may elect to repurchase any and all Lots on which construction has not commenced for Eighty percent (80%) of the original purchase price of said Lot or Lots hereunder, in which event the Lot owner shall immediately reconvey and deliver possession of said Lot or Lots to the

Developer by warranty deed. Failure of the Developer to elect to repurchase any Lot on which construction has not timely commenced under the terms of this provision shall not be deemed a waiver of the Developer's right to elect to repurchase in the future any or all of such Lots on which construction has not timely commenced.

**22. Restrictions Run with Land.** Unless altered or amended under the provisions of this Paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of Twenty-five (25) years from the date this document is first recorded, after which time such covenants shall automatically be extended for successive periods of Ten (10) years, unless an agreement in writing changing or releasing said Covenants and Restrictions, in whole or in part, and signed by the then owners of not less than Fifty-one percent (51%) of said tract by area, exclusive of dedicated roadways, has been recorded in the Recorder's Office of Clark County, Indiana. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violation of any of these restrictions, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

**23. Enforcement.** In the event a Member fails to comply with any of the covenants and restrictions in this Declaration, the By-Laws of the Association or any rule adopted by the Association, the Developer, either on Developer's behalf or on behalf of the Association, or the Association may follow the procedures in Indiana Code 32-25.5-5 or may give the offending Member notice by certified mail, return receipt requested, which notice shall state with reasonable specificity the violation, said Member shall have ten (10) days to cease any activity which caused the violation, take appropriate steps to assure that such violation shall not occur again and otherwise correct the violation. If such corrective measures are not made or taken by the Member, to the satisfaction of the Developer or the Board of Directors, the Developer or the Board of Directors shall have the right to enforce said provision against the offending Member, in law or in equity by initiating a legal action. The legal action may seek injunctive relief and/or money judgment. If the activity which caused the violation continues or is not corrected within any time frame established within the legal action, the Association shall have the right to levy a penalty against the Member in an amount not to exceed \$20/day. If the same violation by an Member reoccurs, the Developer, either on Developer's behalf or on behalf of the Association, or the Association may, after notice, levy a penalty upon the Member in an amount not to exceed \$20/day, from and after the date of the notice until such violation ceases or is corrected. All Members, by the acceptance of a deed for a Lot agrees to reimburse said Developer or the Association for all costs incurred in enforcement of the covenants and restrictions herein, the By-Laws or rules of the Association, including but not limited to reasonable attorney's fees. Should any judgment be entered against a Member as a result of said legal action, said judgment shall constitute a lien on the Lot of said Member, and any judgment or penalty shall be added to the Assessment of the Member, which if not paid shall be enforced under the laws of the State of Indiana.

**24. Reservation by Developer to Alter or Amend Restrictions and Protective Covenants.** The Developer, its successors and assigns, reserves the right to alter or amend these restrictions and protective covenants during the development period of the Subdivision; provided, however, that no amendment to a condition to final plat approval by the Clark County Plan Commission shall be implemented by the Developer without the prior written consent of the Clark County Plan Commission. For purposes of this section, the development period shall be from the date, that these restrictions and protective covenants are executed by the Developer and until the last Lot within the Subdivision is conveyed to a third party.

**25. Invalidation.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

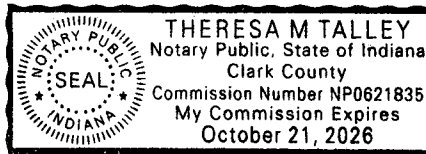
IN WITNESS WHEREOF, Rock Springs Development, LLC, has caused the execution hereof by its duly authorized member, on June 16, 2023.

Rock Springs Development, LLC

By: Jeffery A. Corbett  
Jeffery A. Corbett, Authorized Member

STATE OF INDIANA COUNTY OF Clark )

Before me, a Notary Public in and for said County and State, personally appeared Jeffery A. Corbett, Authorized Member of Rock Springs Development, LLC who acknowledged the free and voluntary execution hereof for and on behalf of said entity.



Theresa M Talley  
Notary Public  
Printed: Theresa M Talley  
Resident of Clark County, Indiana  
My Commission Expires: 10/21/2026  
My Commission Number: NP0621835

Prepared by Culler Law Office, LLC, Ronald D. Culler, Attorney, 2123 Veterans Parkway, Jeffersonville, Indiana 47130, phone 812-284-2685.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, William Fisher  
Person's name presenting for recording