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FLOYD CO. IN RECORDER

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AMENDED AND RESTATED
RESTRICTIONS AND PROTECTIVE COVENANTS
FOR KAMER CROSSING SUBDIVISION

J & J Development, LLC, an Indiana limited liability company (sometimes hereinafter referred to as the “Developer”) being the sole owner of all lots in Kamer Crossing Subdivision, (the “Subdivision”) as the same appears of record in the Office of the Recorder of Floyd County, Indiana, as Instrument No. 202311958 and as Plat No. 1536, does hereby state as follow:

Whereas, Developer caused to be recorded on November 27, 2023, as Instrument Number 202311959, Restrictions and Protective Covenants for the Subdivision (the “Prior Restrictions”); and

Whereas, Developer has the right, pursuant to Paragraph 22, of the Prior Restrictions, to amend the Prior Restrictions during the development period of the Subdivision, as defined in the said Paragraph 22; and

Whereas, Developer has not completed the development period of the Subdivision;

Now Therefore, J & J Development, LLC, does hereby impose the following Restrictions and Protective Covenants upon each lot within the Plat of 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 within the development:

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 an attached or detached private garage for the sole use of the owner and occupants of the lot. Private professional business for in home use is allowed, but subject to New Albany/Floyd County zoning approval, and as long as such business does not become an annoyance or nuisance to the 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

No structure may be erected, placed or altered on any lot until the following items are submitted to the Developer and the Developer has issued a approval of: (a) a site plan showing the location of improvements on the lot, including the location and size of the driveway; (b) rear, front and side views of the proposed plans; and (c) the type of exterior material. All references to "Developer" herein shall include any person, firm, corporation or association to whom Developer may assign this right of approval. All references to "structure" herein shall include any building, (including a garage), fence, and/or wall.

3. Building Materials, and Builder

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

(b) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of one (1) year and must have supervised the construction of or built, a minimum of Six (6) homes. The Developer makes this requirement to maintain high quality of construction within the Subdivision, but 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. The Developer may vary the established building lines, in their sole discretion, when not in conflict with applicable zoning regulations during the development of the Subdivision. For purposes of this section, the development of the Subdivision shall be 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 (1) or more lots or portion or portions of any lot or lots used as a single dwelling building site.

(c) For purposes of these Restrictions and Protective Covenants, 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 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 one thousand two hundred (1,200) 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 one thousand five hundred (1,500) square feet, exclusive of porches and garages.

(c) The total living area of a two story (2) or bi-level house shall be a minimum of one thousand six hundred (1,600) square feet, exclusive of porches and garages.

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

6. Completion Time Requirements For Construction

(a) No portion of a structure shall be allowed to remain upon any lot within the Subdivision 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 occupancy of a residence, the lot owner shall grade and seed or sod the lot within 30 days. All front yards (area between the dwelling and the street) shall be sodded.

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

(d) Upon owner's failure to comply with the provisions of this paragraph 6, the Developer, or any person or association to whom it may assign the right, may take action as necessary to comply herewith and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing.

7. Garages and Driveways

(a) All residential lots shall have at least a two (2) car garage. All two (2) car garages shall be a minimum of nineteen (19) feet in width.

(b) 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 dwelling.

8. Use of Other Structures, Equipment 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) Any lawn building must be attached to the main structure and be constructed of the same material.

(d) No trailer, truck with the exception of pick-up trucks, motorcycle, commercial vehicle, camper trailer, camping 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 is the responsibility of the HOA to determine if a vehicle is a commercial vehicle or not. 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 or public right-of-way for a period in excess of six periods of twenty-four (24) hours in any one calendar year. It is the intent of the Developer that residents park their automobiles in their driveways and/or garages.

(e) No outside clothes lines shall be erected or place on any lot.

(f) No exterior antenna (except for a standard small television antennae not to exceed five (5) feet in height) or microwave or other receivers and transmitters (including those currently called "satellite dishes") shall be erected or place on any lot unless the site design and placement are approved in writing by the Developer, which approval shall be within the sole and absolute discretion of the Developer. No satellite dish may be place on the front of a home.

(g) **Swimming Pools.** Any swimming pools, hot tubs, and spas must be approved in writing by the Developer as to size, design, placement and landscaping, which approval shall be within the sole and absolute discretion of the Developer.

(h) Above ground swimming pools – including soft-sided or inflatable pools – are not permitted.

9. Underground Utility Service and Fuel Tanks

(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 screened from street view. Pool pumps and filtering system shall not be visible from the roadway nor from the windows or porches of adjacent properties.

(c) No solar unit may be visible from the street in the Subdivision.

10. Animals

No animals, including reptiles, livestock and/or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets common in the general 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.

11. 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 of a single-family residence 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 for all costs incurred in taking such action.

12. Erosion Control

Prior to the construction of a single-family residence on each individual lot, it shall be the responsibility of the Developer or his assigns to maintain erosion control on each lot to prevent erosion of earth onto any road or curb. After the transfer of ownership from the Developer to a resident, it shall be the duty of each individual lot owner to prevent any erosion of earth onto said improvements. Should any owner fail to do so, the Developer (or any person, firm, corporation, or association to which it may assign the right) may take such action, as it deems appropriate and immediately upon demand, such lot owner shall reimburse the Developer or other performing parties of all expenses incurred in so doing.

13. 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 (1) shall have the right to erect larger signs when advertising the subdivision, (2) to place signs on lot designating the lot number of the lots, and (3) following the sale of a lot, to place signs on such lot indicating the name of the purchaser of that lot. This prohibition shall not prohibit placement of occupant name signs

and lot numbers as allowed by applicable zoning regulation.

(b) No fence or wall of any nature may be extended toward the front or street side property lines beyond the front or side walls of the residence. Fences shall not exceed four (4) feet in height without the approval of the Developer. All fences shall be constructed of black aluminum post fencing or black vinyl coated chain link material so as not to detract from any dwelling, and shall be properly maintained.

(c) Notwithstanding the fence requirements in paragraph 13 (b) above, privacy fences may be installed along the rear property line of a perimeter lot within the Subdivision if: (i) such privacy fence does not interfere with any easement; (ii) the privacy fence is white in color; (iii) the lot owner obtains the prior written approval of the Developer as to the style, height, and construction material of such privacy fence and the posts supporting such privacy fence and (iv) the owner of the lot seeking to install such privacy fence agrees to, and binds successors in interest to, properly maintain such privacy fence.

(d) All homes shall display a house number in an appropriately placed position and all mailboxes and post to be same style to be determined by the Developer.

14. Drainage

(a) Drainage of each lot shall conform to the general drainage plans of the Developer for the Subdivision.

15. Disposal of Trash

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.

16. Restrictions Run With Land

Unless altered or amended under the provisions of this Paragraph, these Restrictions shall 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 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 Restrictions, in whole or in part, and signed by the then owners of not less than Fifty-one percent (51%) of the Subdivision by area, exclusive of dedicated roadways, has been recorded in the Recorder's Office of Floyd County, Indiana. The 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.

17. Homeowner's Association

(a) Membership and Voting Rights

(i) Every owner of a lot 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.

(ii) The Association shall have two (2) classes of voting membership: Class A and Class B.

Class A: Class A members shall be all owners of lots with the exception of the Developer, and shall be entitled to one (1) vote for each lot or home owned. When more than one (1) person owns an interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional votes and no more than one (1) vote shall be cast with respect to any lot. Each vote cast for a lot shall be presumptively valid, but if such vote is requested by any member holding any interest in such lot, if any such members are not in agreement, the vote of such lot which is questioned shall not be counted.

Class B: The Class B member shall be the Developer and the Class B member shall be entitled to ten (10) votes for each lot owned. A Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

(b) Creation of Lien and Personal Obligation of the Assessments:

(i) The owner of any lot within the Subdivision, except the Developer and/or Builder, 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 fee in the initial sum of Three Hundred and 00/100 Dollars (\$300.00) per lot beginning in the year of the first conveyance by the Developer and/or Builder to any person, firm or corporation. Thereafter the annual assessment shall be due on the 1st 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, and be a continuing line upon the property against 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 such successor in the deed of such lot.

(ii) The purpose of the assessments levied by the Association shall be exclusively to promote the recreation, health, safety and welfare of the residents of the development and for the improvement and maintenance of the Common Areas, including the Subdivision entrance and landscaping islands in the roadways of the entrance(s) and cul-de-sacs, and the Existing Lake/Retention Basin as shown on the Plat, which the Association is responsible to maintain. The Association will also be responsible for any taxes or assessments imposed upon the Common Area and to carry liability insurance on Common Areas and indemnify individual lot owners.

(iii) The Association, by vote of the majority of the members, may increase or decrease the annual assessment.

(iv) 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 owner to pay the same and may 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 Common Area or abandonment of such lot.

(v) Subordination of Assessment Lien: 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. No sale or transfer of any lot shall 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.

(vi) Exempt property: All properties dedicated to and accepted by a local public authority, the Common Areas, and all properties owned by the Developer shall be exempt from the assessment created herein, except no land improvements devoted to dwelling use shall be exempt from said assessments.

(vii) Notice of 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) or more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of the members or proxies entitled to cast sixty percent (60%) 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 (1/2) of the required quorum at the preceding meeting. A majority vote of the quorum shall be required to take any action.

(viii) Directors and incorporation: The Association is an unincorporated entity and has not been incorporated. The Association, pursuant to the provisions set forth herein may take, by proper vote, the proper action to incorporate the Association or it may decide to stay as an unincorporated entity. It may also take the action of appointing a Board of Directors to act on behalf of the Association and set forth by-laws to guide the Association and/or its Directors.

(ix) Owner's Easements and Right of Enjoyment: Every owner shall have the right and easement of enjoyment in and to the Common 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 Common Area shall be effective unless an instrument of non-agreement to such dedication or transfer is signed by two-thirds (2/3) of the members and has been recorded.

18. Enforcement

Enforcement of these Restrictions shall be proceeding at law or in equity, brought by any owner of real property in the Subdivision, or by the Developer, against any party violating, or attempting to violate, any of these Restrictions, either to restrain violation, to direct restoration, or to recover damages. In the event that any building construction is done in violation of the plans, specifications, or material approved by the Developer or its assigns, then the building contractor and lot owner(s) shall be jointly and severely liable to the Developer, or its assigns, for an enforcement fee of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) in addition to injunctive relief, damages, and expenses of litigation, including reasonable attorney's fees. Such fee is payable within thirty (30) days of written notice.

19. Invalidation

Invalidation of any one of these Restrictions by court order shall in no way affect any of the other provisions, all of which shall remain in full force and effect.

20. Obligation To Construct and/or Recover

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 hereof upon each lot conveyed; provided, however, that should said construction not commence within the specified period of time, if the lot owner has not complied with all of the restrictions herein, or from that time forward does not comply with such provisions, 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 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 commenced.

21. Nuisances, Disposal of Trash

(a) No noxious or offensive trade or activity shall be conducted on any lot, nothing shall be done which may be or become an annoyance or nuisance to the Subdivision.

(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 and/or used in accordance with all federal, state and local laws and/or ordinances.

22. Reservation by Developer to Alter or Amend Restrictions and Protective Covenants

The Developer, its successors and assigns, reserve the right to alter or amend these Restrictions during the development period of the Subdivision. For purposes of this paragraph, the development period shall be from the date, that these Restrictions are executed by the Developer to the date that all sections of the Subdivision have been fully developed.

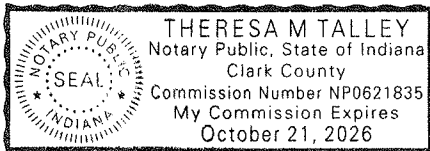
IN WITNESS WHEREOF, J & J Development, LLC, by its member, Jeffery A. Corbett has executed these Restrictions on this 28th day of DECEMBER, 2023.

J & J Development, LLC
and Indiana limited liability company

By: [Signature]
Jeffery A. Corbett, Member

STATE OF INDIANA COUNTY OF CLARK)

Before me, a Notary Public in and for said County and State, on DECEMBER 28, 2023, personally appeared Jeffery A. Corbett, as member of J & J Development, LLC, and who swore to the truth of the representations contained herein and who acknowledged the free and voluntary execution hereof on behalf of said entity.



[Signature]
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, [Signature]
Person's name presenting for recording