



COVENANTS AND RESTRICTIONS

EFFECTIVE JANUARY 9, 2014

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Richard P. Jones 10P
CLARK COUNTY RECORDER
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**AMENDED AND RESTATED RESTRICTIONS FOR
RAINTREE RIDGE SUBDIVISION
(ALL SECTIONS)**

WHEREAS, on March 21, 2003, Raintree Development, LLC. ("Grantor") caused to be filed of record that certain plat of Raintree Ridge, Section 1, containing lot No.'s 101 through 153, as recorded in Plat Book No. 12, Page 87 in the office of the Recorder of Clark County, Indiana, as amended by Affidavit and Re-Dedication of Street filed of record as Instrument No. 200411904 in the office of the Recorder of Clark County, Indiana (the "Section 1 Plat"), and

WHEREAS, simultaneously with the filing of the Section 1 Plat, Grantor caused to be filed of record those certain Restrictive Covenants For Raintree Ridge Subdivision as Instrument No. 200308118, in the office of the Recorder of Clark County, Indiana, as amended by Amendment to Restrictions for Raintree Ridge Subdivision, Section 1, filed of record as Instrument No. 200425062, in the office of the Recorder of Clark County, Indiana, as further amended by Second Amendment to Restrictions for Raintree Ridge Subdivision, Section I, filed of record as Instrument No. 200616471, in the office of the Recorder of Clark County, Indiana (the "Section 1 Restrictions"), and

WHEREAS, on July 29, 2004, Raintree Development, LLC. ("Grantor") caused to be filed of record that certain plat of Raintree Ridge, Section 2, containing lot No.'s 201 through 309, as recorded in Plat Book No. 13, Page 62 in the office of the Recorder of Clark County, Indiana (the "Section 2 Plat"), and

WHEREAS, simultaneously with the filing of the Section 2 Plat, Developer caused to be filed of record those certain Restrictive Covenants For Raintree Ridge Subdivision as Instrument No. 200418427, in the office of the Recorder of Clark County, Indiana, as amended by Amendment to Restrictions for Raintree Ridge Subdivision, Section 2, filed of record as Instrument No. 200425063, in the office of the Recorder of Clark County, Indiana, as further amended by Second Amendment to Restrictions for Raintree Ridge Subdivision, Section 2, filed of record as Instrument No. 200616470, in the office of the Recorder of Clark County, Indiana (the "Section 2 Restrictions"), and

WHEREAS, on October 31, 2007, Raintree Development, LLC. ("Grantor") caused to be filed of record that certain plat of Raintree Ridge, Section 3, containing lot No.'s 301-3 through 309-3 and 310 through 385 as recorded in Plat Book No. 15, Page 20 in the office of the Recorder of Clark County, Indiana, (the "Section 3 Plat"), and

WHEREAS, simultaneously with the filing of the Section 3 Plat, Developer caused to be filed of record those certain Restrictive Covenants For Raintree Ridge Subdivision as Instrument No. 200904380, in the office of the Recorder of Clark County, Indiana (the "Section 3 Restrictions"), and

WHEREAS, the Section 1 Restrictions, the Section 2 Restrictions, and the Section 3 Restrictions shall hereinafter be collectively referred to as the "Restrictions", and

WHEREAS, there are certain inconsistencies between the provisions of each of the Restrictions, notwithstanding the Grantor's intent that the subdivision be governed by a single set of Restrictions, and

WHEREAS, Grantor desires to amend and/or further amend, as the case may be, the Restrictions and restate in their entirety the provisions of all three Restrictions to best state the desire of the Grantor to have one single homeowners association governed by one single set of restrictions, and

NOW, THEREFORE, the undersigned, constituting the original developer and the owner of not less than fifty-one percent (51%) of the platted lots comprising Sections 1, 2 and 3 of Raintree Ridge Subdivision (collectively, the "Subdivision"), in accordance with Paragraph 1 of each of the Restrictions, hereby amend the Restrictions of all three sections of the Subdivision during the Development Period (as such term is defined in the Restrictions) as follows:

1. Terms and Amendments. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until March 31, 2025, at 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 51% of the platted lots comprising the subdivision (including all future sections, if any), has been recorded in the Recorder's Office of Clark County, Indiana. Additionally, the undersigned, its successors and assigns, reserves the right to alter or amend these covenants and restrictions during the Development Period of the subdivision. For purposes of these covenants and restrictions, the "Development Period" shall be from the date that these covenants and restriction are executed by the undersigned and until all the sections and lots of the subdivision (including all future sections, if any) are sold to unrelated third parties.

2. Enforcement. If anyone shall violate or attempt to violate any of the covenants herein, any other person or persons having a vested, legal or equitable interest in any of the land in said subdivision (including other sections of the subdivision), to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and to prevent said person or persons from so doing and to recover damages for such violation, including expenses of litigation which shall include reasonable attorneys fees.

In the event that any building construction is done in violation of the plans, specification, materials and colors approved by the Architectural Control Committee, and not corrected within ten (10) days after written notice, then the building contractor and lot owner(s) shall be jointly and severally liable to the Architectural Control Committee for an enforcement fee of \$2,500.00 in addition to injunctive relief, damages and expenses of litigation, including reasonable attorneys fees. Such fee is payable within thirty (30) days of written notice of the violation if such violation has not been corrected or removed within such ten (10) day period.

3. Land Use. All lots or portions thereof shall be used only for single family residential purposes and for no other purpose, except that any lot or portion thereof may be dedicated by the owners thereof as a public street. Notwithstanding the foregoing language, any lot in this subdivision section may be used as a temporary real estate sales office by or on behalf of the undersigned owner so long as the owner is the title holder of any lot in this subdivision (including all future sections).

4. Building Type and Size. All lots in said subdivision shall be subject to the following restrictions: No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height, a private garage for not more than four (4) cars, a swimming pool and permitted fences. The ground floor livable area of the main structure, exclusive of basements, open porches and garages, shall be not less than 1,200 square feet for a one-story dwelling. The ground floor livable area of the main structure, exclusive of basements, open porches and garages, shall be not less than 800 square feet for a dwelling of more than one story, as measured at the outer line of the foundation. The livable area of the main structure, exclusive of basements, open porches and garages, shall be not less than 1,250 square feet for a bi-level or tri-level dwelling. Further no structure of any nature (such as an antenna) shall exceed two (2) stories above ground level. It shall be mandatory that each single family dwelling shall have a fully enclosed attached garage, built concurrently with the single family dwelling, of a minimum size large enough for two (2) cars.

5. Building Materials. All residences and any other above ground structures constructed on any lot in the subdivision shall be constructed and maintained with a minimum of one-hundred percent (100%) brick on the front of said residence or other structure excepting gables, bay windows, eaves, overhangs, cantilevers and second stories of stories and a half and two stories.

6. Building Locations. No portion of a building, porch or other covered structure within this subdivision shall be erected or permitted to remain nearer to the front line or side street line than the established building lines as shown on the recorded plat. No portion of the primary residence shall be located on any lot nearer than six (6) feet from the side lot line of any lot. No portion of the primary residence shall be located on any lot nearer than ten (10) feet to the rear lot line. No portion of any accessory structure shall be located on any lot nearer than five (5) feet from the rear or side lot line. For the purposes of these restrictions, all adjoining lots or portions thereof used as a site for the construction of a single residence shall be considered one lot, so that these restrictions relative to side lot lines shall mean the side line of any one or more lots or portions of any lot or lots used as a single residential building site. For the purpose of this covenant, eaves, steps, and open porches shall not be construed to permit any portion of a building to encroach upon another lot. In no event shall any building be erected in violation of yard requirements of any zoning ordinance in effect at the time of construction thereof. No residence shall be located on a lot materially smaller than the lot size as shown on the recorded plat (i.e. only one (1) residential building may be built on any one lot as described in the recorded plat of said subdivision). Each building shall be constructed to face a roadway within this platted subdivision. No storage building, shed or other structure, whether temporary or permanent, shall be located on any lot except as provided for herein and as approved by Architectural Control Committee. Storage sheds and other free standing buildings shall contain no more that 120 square feet storage area and shall be no greater than one (1) story height. All storage buildings, sheds or other structures may be constructed or placed on a lot provided the same are constructed with a wood, vinyl siding or non-metal materials on the front, sides and rear and have the same color and similar roof angles and roofing material as the primary residence. Such structures may not be placed within any easement.

7. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. Building Use and Temporary Structures. Except as permitted in paragraph 3 herein, no portion of a building built in the subdivision shall be used for any purpose except as a residence, and each residence shall be for one family only. No trailer, tent, shack, garage, basement, camper, mobile home, barn or other building or structure of a temporary character shall be used as a residence either temporarily or permanently, at any time.

9. Driveways. All driveways shall be paved solidly of concrete upon completion of construction of the residence and shall be kept in proper maintenance.

10. Signs, House Numbers, and Mail-Boxes. No billboard, signboard or sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent; or, except advertising signs of builders and materialmen erected during the course of construction, and which signs shall be removed immediately after the completion of the construction work. Notwithstanding the foregoing language, the undersigned may place sales office signs, advertising signs and such other signage as the undersigned deems reasonably necessary to advertise the subdivision or the undersigned's business so long as such signage is located on the lot upon which the real estate sales office is located.

In an effort to establish uniformity in the subdivision, each lot owner is required to have a uniformly designed mail box and paper holder, with uniform numbers and/or letters, which will be specified by the Architectural Control Committee and which must be purchased directly from the undersigned, or its designated manufacturer or supplier. No other mailboxes or paper holders, whether temporary or otherwise shall be permitted on any lot in the subdivision. Mailboxes and paper holders must be installed in accordance with the Architectural Control Committee's uniform specifications. All homes shall display a house number as is required by local ordinance. Once installed, all mailboxes and paper boxes shall be maintained in the same state of repair as that of the dwelling.

11. Gardens and Animals. Gardens shall be permitted only within those areas within which a building could be erected; and no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they shall not be or become an annoyance or nuisance to the neighborhood and shall not exceed five (5) pets in number, at any one time.

12. Fuel Tanks and Utility Cables. If fuel tanks are permitted by the Architectural Control committee, they must be buried below finish grade within thirty (30) days of substantial completion of the building on any lot. All utility cables, electric, phone or other utility upon any lot must be buried below finished grade in accordance with the specifications of the installing utility company.

13. Vehicle and Boat Parking. No car, truck, trailer, boat, racing vehicle, unlicensed or inoperative motor vehicle, camper, recreational vehicle, or attachments or parts thereof, or a vehicle or personal property of a like nature shall be left parked in side yards, front yards, rear yards or on a public street in the subdivision for a period in excess of four (4) hours. However, a boat and boat trailer not exceeding twenty-five (25) feet may be parked in the rear yard of any lot owned by the boat owner. No "lettered" or commercial truck or van in excess of a 2 1/2 ton gross weight capacity shall be parked overnight on any lot or any public street in the subdivision.

14. Easements. Easements for installation and maintenance of utilities and drainage facilities affecting all lots are reserved as shown on the recorded plat. Within these easements, no structure, planting (except grass), or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easement, the easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

15. Garbage And Refuse Disposal. 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 or ordinances.

16. Fences and Shrubs. No portion of a fence of any kind shall be allowed on any lot in the subdivision in excess of six (6) feet in height, and no fences at all shall be constructed from the rear line of the house to the front property line, excepting ornamental fences not exceeding twenty-four (24) inches which are used around shrubs and flower beds. All fences so constructed shall be approved by the Architectural Control Committee (as hereinafter defined) prior to construction, and shall be of an appropriate material so as not to detract from any dwelling, and shall be properly maintained. Chain link fences shall not constitute appropriate fence material. Accordingly, no chain link fences, regardless of materials comprising same, shall be constructed within the subdivision. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property line and a line connecting them at points twenty-four (24) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. Building Completion. No portion of a structure shall be allowed to remain upon any lot within this subdivision in a partial state of completion for a substantially greater length of time than would normally be required for the 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 or other person or persons responsible for such construction, and in no event in excess of one (1) year from date of first construction.

18. Architectural Control Committee Approval. No portion of a building shall be erected, placed or altered upon any lot until the construction plans and specifications (including roof, brick and outside trim colors) and a plan showing the location of the structure of the building and any fuel tanks, shall have been approved by the Architectural Control Committee as to quality of workmanship and materials, health and safety, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, hedge or wall shall be erected, placed or altered without the prior approval of said Architectural Control Committee.

The ruling of the Architectural Control Committee, upon any application made under this provision, shall be given to the applicant in writing, if requested, within thirty (30) days from the submission of the application to any member of the committee. The failure of the committee to submit its ruling within such time period shall be an affirmative ruling thereon; and if the committee shall fail to institute proceedings for an injunction in a court of proper jurisdiction and to file a lis-pendens notice in the office of the Clerk of Clark County Court within thirty (30) days after the completion of any improvements under its jurisdiction, the committee shall be conclusively presumed to have approved such improvements.

19. Architectural Control Committee Membership. The initial Architectural Control Committee shall be and is composed of Gregory S. Lander, David Miller and Patrick Isenberg.

A majority of the committee may designate a representative to act for it. In the event of death, resignation, or incapacity of any member or members of the committee, the remaining member or members shall have full authority to designate a successor. If at any time the committee loses all of its members (either the original members herein set out or designated successor members), or the members refuse to act for a period of one (1) year or more, then a majority of the lot owners residing in the subdivision may select a new committee. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant except for violation fees provided for elsewhere in this document. Successors to the above named committee shall be named and their addresses stated by written notice filed in the Miscellaneous Record in the Office of the Recorder of Clark County, Indiana, and they shall be presumed to continue in office until the recording of written notice as provided herein of the names of any replacements.

20. Excavation and Grade. No excavation shall be made on any lot or portion thereof except as reasonably necessary for walls, basements, swimming pools, or public utilities. No person shall, at any time, raise the grade of any lot or portion thereof above the grade reasonably necessary to construct the permitted building.

21. Sodding of Front and Side Yards. Immediately upon completion of construction of a residence upon any lot and weather permitting, the lot owner shall install grass sodding on all unimproved areas of the lot from the front line of the dwelling to the front property line (i.e. the entire front yard of the lot). All other unimproved areas of the lot shall be seeded with grass at such time.

22. Landscape Requirement. Each builder of a residence in the subdivision, within 180 days of substantial completion of a residence upon any lot, shall properly plant at least one (1) live tree of an above ground height of at least four (4) feet in the front yard of said lot and each lot owner shall maintain same. Within such time, landscaping and planting shall also be completed at the front of the house and such plantings shall conform to the neighborhood and be equal in size and quantity of other new homes being built in the subdivision at that time.

23. Sump Pumps (basement drainage). In accordance with local health laws and ordinances each lot owner with a home containing a basement sump pump, shall, when the home is constructed, install a discharge system so that no discharge water shall stand anywhere upon any lot or easement at any time.

24. Trees. Each purchaser of any lot or partial lot has exclusive responsibility, at his/their/it's own cost and expense, to care for or remove any tree or part thereof, living or dead, located on the lot or partial lot at the time of purchase and thereafter. This obligation of each purchaser shall include any tree killed or damaged during construction. The purchase of any lot or partial lot by any purchaser, releases and waives all claims against the undersigned for any damages, injury or death arising from, or related to, any tree located, at the time of purchase, on the property purchased.

25. Curb Repair or Replacement. Lot owner(s) are responsible for any broken curbs that occur during construction. Lot owner(s) shall replace any broken curbs at its expense. If within thirty (30) days after notification of need to repair, owners do not make the necessary repair or replacement, then either the undersigned or the city has the right to make the necessary repairs or replacements and recover costs from lot owner(s).

26. Severability. 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 affect.

27. Applicability to Mortgage Foreclosure or Tax Sale. Should any mortgage or lien be foreclosed or should any tax sale occur with regards to any property to which this instrument refers, then the title acquired by such foreclosure or sale and the person(s) who thereupon and thereafter become owner of any such property, shall be subject to and bound by all restrictions enumerated herein.

28. Compliance with Soil Erosion Control Plan. Each lot owner (including a builder owning any lot) shall comply with the erosion control plan filed for the subdivision pursuant to Rule 5 of 325IAC15-Storm Water Run-off Associated with Construction Activity. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet 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 from the Division of Soil Conservation, Indiana Department of Natural Resources.

Each lot owner (including a builder) shall indemnify and hold the undersigned, its members, successors and assigns harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, including reasonable attorney fees, which may arise out of or are connected with, or are claimed to arise out of or to be connected with, any work done by a lot owner, a builder, an employee, or subcontractor which is not in compliance with the erosion control plan implemented by the undersigned.

29. Street Lights. The undersigned may cause street lights or other improvements to be installed in easement areas within the subdivision. In the event such improvements are constructed, the undersigned may attempt to convey said improvements, together with associated maintenance costs, to the City of Jeffersonville or Clark County, as the case may be. In the event the City of Jeffersonville or Clark County, does not accept such conveyance, the undersigned shall maintain the improvements until such time as 90% of the lots within the subdivision are conveyed from the developer or December 31, 2013, whichever earlier occurs. This paragraph shall not be construed so as to require the undersigned to install street lights.

30. Homeowner's Association. Following the first (1st) day of January of the year following the time at which the Developer, or its successors or assigns, has sold or conveyed eighty percent (80%) of the total lots in the Subdivision (and all sections thereof) to unrelated third parties, the owners of lots in all sections of the Subdivision shall form a homeowner's association (the "Association") for the purpose of (i) promoting the recreation, health, safety and welfare of the residents of the Subdivision, (ii) enforcement of these covenants, (iii) the improvement and maintenance of the entrances and street lights (if any) in, the Subdivision, and (iv) the maintenance of storm detention facilities situated within the Subdivision as follows. It is intended that there be a single Association comprised of all the lots in all sections of the Subdivision which Association shall govern the entire Subdivision.

(a) Initial Meeting.

(i) The first meeting of the Association shall be held within thirty (30) days of after first (1st) day of January of the year following the time at which the Developer, or his successors or assigns, has sold or conveyed eighty percent (80%) of the total number of lots in all sections of the Subdivision to unrelated third parties following not less than fifteen (15) days written notice to all owners of lots in the Subdivision on January 1 of said year.

(ii) At the initial meeting, the presence of one-fourth (1/4) of all lot owners in all sections of the Subdivision (or holders of proxies entitled to cast votes) 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 at the meeting.

(iii) At the initial meeting of the Association, a board of managers shall be elected to act on behalf of the Association and to set forth by-laws to guide the Association and/or its managers.

(b) Membership and voting rights.

(i) Every owner of a lot located within the Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

(ii) Members must be owners of a lot within the Subdivision and, except for the Developer, shall be entitled to one vote for each respective lot owned. The Developer shall be entitled to three (3) votes for each respective lot owned by the Developer. When more than one person owns an interest in any lot, only one person shall be authorized to vote on any membership matters. 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 nor shall more than one vote be cast with respect to any lot.

(iii) The Association may be incorporated or unincorporated. The Association members, pursuant to the requirements as set forth herein, may take by proper vote the action to incorporate the Association or they may decide to stay as an unincorporated entity.

(iv) Where the Owner of a Lot constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to cast the vote allocated to that Lot. Those persons constituting such Owner or the partners shall determine among themselves who shall be the voting representative for such Lot. In the event agreement is not reached the vote attributable to such Lot shall not be cast.

(c) Assessments.

(i) Upon formation, the Association shall be authorized to levy, assess and collect, and each of the owners of a lot in the Subdivision, shall be obligated to pay assessments for the operation of the Association, the enforcement of the obligations of lot owners under these restrictions, and the maintenance of the Subdivision, including without limitation, the entrances to the Subdivision and storm water drainage facilities situated within the Subdivision, provided such assessments are equal as to each owner of a lot in the Subdivision. Such assessments shall be assessed and levied in accordance with the by-laws or other operating agreement of the Association. No lot owned by Developer shall be subject to any annual or special assessment since the Developer shall be liable for any shortfall between the assessments collected and the maintenance costs

agreement of the Association. No lot owned by Developer shall be subject to any annual or special assessment since the Developer shall be liable for any shortfall between the assessments collected and the maintenance costs associated with the subdivision.

(ii) All assessments levied by the Association against the lots in the Subdivision shall become a lien on the lot, which lien, together with reasonable attorney's fees associated with collection of such assessments, may be foreclosed upon by the Association, provided, however, that such lien shall be subordinate and inferior to any first lien mortgage against the lot.

(iii) The Association may bring an action at law against the owner primarily to pay the same or foreclose the lien against the lot upon which the lien attaches. No owner may waive or otherwise escape liability for the assessment or any charges provided for herein by abandonment of the lot or for any other reason.

(iv) Prior to the formation of the Association, each lot owner shall pay an annual assessment to the Developer (the "Initial Maximum Assessment") for purposes of offsetting costs associated with the maintaining entrances to the Subdivision and storm water drainage facilities located in or serving the Subdivision. The Initial Maximum Assessment shall be \$25.00 per Lot which shall be paid to the Developer until such time as the Association is formed. Thereafter the Annual Assessment shall not increase in any one calendar year by more than ten percent (10%). The Developer may exceed this annual limit only by an affirmation vote of 51% of lot owners. The Developer shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual due date. The Developer hereby obligates itself to pay any amount of such maintenance expenses not produced by the Maximum Annual Assessments prior to the formation of the Association. Developer, whether prior to the formation of the Association or thereafter, as the owner of any Lot offered for the first time for sale, shall not otherwise be responsible for making any other payment or contribution assessed with respect to maintenance expenses otherwise attributable to such lots.

(d) Incorporation of the Homeowners Association.

(i) The Developer may file Articles of Incorporation with the Indiana Secretary of State without any further consent of any Owner. The Developer shall, upon establishment of the Association, record with the Recorder of the County a notice of creation of the Association and further mail such notice, by regular US mail, to each Lot Owner as indicated in the Plat books of the County Auditor and to the address of each Owner as shown for real estate tax notices as maintained by such Auditor. Each Lot Owner, by acceptance of a deed thereto, shall automatically become a member of the Association, regardless of any other abilities, intentions, or desires of such owner, and each lot owner agrees to abide by the rules, regulations and By-laws of the Association.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Raintree Development, LLC has caused this document to be executed for and on its behalf by its duly authorized members this 9 day of January, 2014.

RAINTREE DEVELOPMENT, LLC, an Indiana limited liability company

By: Lander and Miller Enterprises, Inc., Member

By: *Gregory S. Lander*
Gregory S. Lander, President

STATE OF INDIANA

COUNTY OF CLARK

Before me, the undersigned, a Notary Public In and for said County and State, this 9 day of January, 2014, came Gregory S. Lander, as President of Lander & Miller Enterprises, Inc., in its capacity as a member of Raintree Development, LLC, an Indiana limited liability company, and acknowledged the execution of the above and foregoing Restrictions for and on behalf of said company.

Witness my hand and notarial seal.

My commission expires:

10-12-17

Kimberly Appel
Notary Public

Kimberly Appel
Printed Name
Resident of Clark County, Indiana

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, and that this instrument was prepared by:

Alan M. Applegate
APPLEGATE FIFER PULLIAM LLC
P. O. Box 1418
Jeffersonville, IN 47131-1418
(812) 284-9499