

**CONDITIONS, RESERVATIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS  
AFFECTING TITLE TO ALL LOTS IN RIVERSTONE SUBDIVISION,  
A SUBDIVISION LOCATED IN WARRICK COUNTY, INDIANA,  
ACCORDING TO THE RECORDED PLAT THEREOF**

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The undersigned, **VAN DEVELOPMENT, LLC**, an Indiana limited liability company, being the developer (hereinafter the “**Developer**”) of all lots and lands comprising the recorded subdivision known and designated as **RIVERSTONE SUBDIVISION**, as per plat thereof, recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the office of the Recorder of Warrick County, Indiana (hereinafter the “**Subdivision**”), the legal description of which is attached as **Exhibit “A”**, and being the owner of all lots in the Subdivision, does hereby make and adopt the following conditions, reservations, restrictions, and protective covenants for the use and occupancy of the lots and lands comprising the Subdivision, which conditions, reservations, restrictions, and protective covenants shall run with the land and shall be binding upon all owners of the lots and lands in the Subdivision and shall supersede all prior recorded covenants and restrictions pertaining to the Subdivision (hereinafter the “**Restrictions**”). The Developer may develop additional real estate to be included within the Subdivision.

1. **RESIDENTIAL LOTS; COMPLIANCE WITH LAWS.** All lots in the Subdivision (hereinafter referred to collectively as “**Lots**” and individually as a “**Lot**”) shall be known and described and used only for single family residential purposes. No use of any Lot or building in the Subdivision shall be in violation of the Warrick County, Indiana Comprehensive Zoning Ordinance. Each Lot owner shall maintain his or her respective Lot in compliance with all laws, ordinances, codes, and regulations, now or hereafter in effect, of all governmental authorities applicable to such Lot.

2. **TYPE OF PERMITTED STRUCTURE.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than (i) one (1) single family dwelling, not to exceed two and one-half (2½) stories in height, exclusive of basements or walk-out basements, (ii) a private attached garage to accommodate not less than two (2) cars and not more than three (3) cars, and (iii) one (1) detached accessory building conforming with the requirements of this paragraph 16 of these Restrictions. Yard barns are not permitted and no accessory building may be located, in whole or in part, within any easement.

All television and radio antennas and satellite dishes shall be placed in rear yards and, if deemed necessary or appropriate by the Developer, concealed from view by a privacy fence. No television antenna, radio antenna or satellite dish mounting exceeding six (6) feet in height is permitted. No television antenna, radio antenna, or satellite dish, regardless of size, shall be mounted on the front of the home under any circumstances and approval of Developer must be obtained prior to installing any antennas or satellite dishes. No satellite dish may exceed forty (40) inches in diameter.

All swing sets, play areas, goals and sporting equipment shall be placed in rear yards and, if deemed necessary or appropriate by the Developer, concealed from view by a privacy fence. Notwithstanding the foregoing, basketball goals shall be permitted in the driveway to the home

provided they are not attached to the home and provided they are not placed in such a manner as to obstruct sidewalks or any public right of way.

Approval must be obtained from the Developer, in writing, prior to installation of any solar panels or solar collectors whether such items would be installed on a home or whether they would be placed elsewhere on a Lot. Neither solar panels nor solar collectors may be placed on the front of a home or in the front yard and no part of the installation may be visible above the roof line. Any proposed installations of solar panels and/or solar collectors shall be expected to maintain architectural harmony with the existing structures in the Subdivision and be consistent with the overall general appearance of the Subdivision.

No above-ground or in-ground swimming pool shall be constructed or placed on any Lot unless the design and placement thereof is approved in writing by Developer in advance, in the Developer's sole discretion. In the event approval for a pool is granted, a six (6) foot privacy fence shall be constructed in accordance with these Restrictions. In order to obtain approval of a pool, prior to installation a Lot owner must submit, in writing, the pool and surrounding patio design and fence location, along with a site plan drawn to scale with all measurements shown thereon so that Developer is able to determine whether the proposed installations satisfies the requirements of these Restrictions.

3. **CONSTRUCTION OF BUILDINGS**. The following sets forth the minimum finished living area of, exclusive of basements, porches, and attached garages, and certain other requirements for various types of houses for Lots in the Subdivision:

- (a) One story homes shall have a minimum finished living area of one thousand seven hundred (1,700) square feet. One and one-half story homes shall have a minimum finished living area of two thousand one hundred (2,100) square feet, with one thousand five hundred (1,500) square feet minimum on the main level. Two story homes shall have a minimum finished living area of two thousand one hundred (2,100) square feet, with one thousand five hundred (1,500) square feet minimum on the main level.
- (b) All homes shall be constructed with no exposed block on the front, sides or rear of the home. The exterior materials for all homes shall be as follows:
  - (i) Not less than sixty percent (60%) of the front-facing exterior walls of a home must be brick, stone or a stucco-like veneer. The balance of the front-facing exterior walls of a home may be brick, stone or stucco-like veneer, wood, Celect® siding, Hardie® cement siding, or vinyl siding.
  - (ii) The side-facing exterior walls of a home may be comprised entirely of wood, Celect® siding, Hardie® cement siding, or vinyl siding, so long as (i) the first 42-inches from the ground level are constructed of brick, stone or a stucco-like veneer (for homes without a walkout or partially exposed basement); and (ii) the entire exposed portions of the side walls of a basement plus the first 42-inches from the what would otherwise be the ground level are constructed of brick, stone or a stucco-like veneer (for homes with a walkout or partially exposed basement).

- (iii) The rear-facing exterior walls may be comprised entirely of wood, Celect® siding, Hardie® cement siding, or vinyl siding.

Notwithstanding the foregoing, the Developer, in its sole discretion and without the approval or joinder of any Lot owners, has the authority to reduce the required amount of brick, stone and/or stucco-like veneer on the front-facing exterior walls of a home and on the side-facing exterior walls of a home, including reducing the requirement such that no brick, stone and/or stucco-like veneer is required.

- (c) All homes require stick built construction, to be built on site, of either wood or metal components, or a combination of the two, unless otherwise approved by the Developer. No modular or pre-fab construction shall be permitted in the Subdivision.
- (d) All storm water drainage tiles must be run from homes to a maximum of fifteen (15) feet into the front or rear yard, and not to side yards. All storm water drainage from each individual Lot must be sent to the street and/or rear yard drainage easements. Notwithstanding the foregoing, all swimming pool discharge lines must be discharged into the street in front of the home and all foundation drains may drain to the front or rear of the home. Swales between Lots, drainage slopes and other drainage facilities must be maintained by each Lot owner to keep water from entering homes or improperly draining onto adjacent Lots.
- (e) Flue pipes are to have no more than 36-inches exposed above roof. If more than 36-inches is exposed, a chimney with an approved veneer must be installed. All fireplace chimneys whether they be masonry or metal are to be wrapped with an approved exterior veneer, such as brick, stone, stucco-like veneer, wood, Celect® siding, Hardie® cement siding, or vinyl siding.
- (f) All homes are to have a roof pitch of no less than a 6/12 pitch, to be used on the front elevation of the home.
- (g) All homes are to have a light located on the face of the garage. All homes shall have a lamp post and light in the front of the home operated by a photo cell or timer and maintained and lit from dusk to dawn. The style and height of the lamp post and light shall in accordance with paragraph 12 of these Restrictions. No Lot is to have an outdoor light with more than 150 watts. There shall be no high intensity lights directed toward the street or adjacent Lots.
- (h) Privacy fence design, location and material are to be approved by Developer. Fence material must be vinyl, aluminum, wrought iron, or exterior grade wood material. No chain link, picket, or wire fences are allowed unless enclosed by an approved fence. Fences may not extend beyond any portion of the front of a home. Fences shall not be located across any maintenance easements, storm drainage easements, utility easements or any other easements. Fences may be no less than four (4) feet in height and no more than six (6) feet in height. All approved fences shall be installed with the finished side of the fence to face adjoining Lots or adjoining streets and shall be installed in accordance with all applicable laws, codes and ordinances. In order to obtain approval of a privacy fence, prior to installation a Lot owner must submit to Developer,

in writing, the fence design and description of the material to be used, along with a site plan drawn to scale with all measurements and location shown thereon so that the approving party is able to determine whether the proposed privacy fence satisfies the requirements of this subparagraph (h).

- (i) Slopes and swales at the rear of the Lots or between Lots may have been constructed to accommodate grade changes, drainage plans and drainage easements. Utility companies may have installed their utility lines and vaults in these areas. If at any time a Lot owner desires to alter the grade at these locations the Lot owner must provide the utility companies and the Developer not less than fifteen (15) days' advance written notice. The alterations can require reinstallation of utility lines to reestablish proper depth of cover, or possibly require the need to raise the vaults, if fill has been added. Every Lot owner will be financially responsible for alterations which require repairs or reinstallation by utility companies or the Developer. Lot owners may be held financially responsible for any damages suffered by other Lot owners resulting from any grade changes to drainage easements which back storm water on adjacent Lots. The Developer may take such action as is necessary to remedy any problems associated with grade alterations or changes made by a Lot owner. Any amounts expended by the Developer such problems shall be payable by said Lot owner upon demand.
- (j) All mail boxes are to be in accordance with paragraph 12 of these Restrictions, and are to be located so as not to obstruct the view and/or create a safety hazard.
- (k) Overhead garage doors shall be made of metal or wood materials and are not to exceed eight (8) feet in height.
- (l) All utility meters, air conditioners and other like equipment shall be located on the side or rear of the residential structure.
- (m) The Developer and utility providers have installed or will install utility trenches throughout the Subdivision within dedicated easements and the Lot owners are advised that these trenches may not be compacted in all areas including, without limitation, in areas where driveways may be installed. As a result, settlement may occur on a Lot if the Lot owner does not insure that areas where any improvements may be constructed within dedicated easements are sufficiently compacted prior to construction of any such improvements. Any liabilities or expenses incurred or suffered by the Lot owner due to the Lot owner's failure to compact all such areas of a Lot sufficiently shall be the responsibility of the Lot owner.

4. **ARCHITECTURAL CONTROL.** Until such time that all of the Lots in the Subdivision, including any future expansions of the Subdivision, have been conveyed by Developer to third parties, and homes have been constructed on said Lots, no structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure on the Lot (hereinafter the "**Design Plans**") have been approved by the Developer as to quality of workmanship and material, harmony of external design with existing structures, suitability to the general appearance of the Subdivision, and as to locations with respect to topography and finish grade elevation. Approval of said structure shall be within the reasonable discretion of the Developer. It is the responsibility of the Lot owner to obtain such approval of the Design Plans prior to commencement of any construction on

any Lot. Once Design Plans have been approved, then there shall be no modifications or changes whatsoever to said Design Plans without the prior written consent of Developer. The terms of this paragraph 4 shall apply to all construction on a Lot including, without limitation, any construction of additions or alterations (such as sunrooms) after the initial Design Plans have been approved.

5. **OWNER OBLIGATIONS REGARDING GAS AND ELECTRIC FACILITIES AND COMMON AREAS.**

Upon the earlier of the date that the streets and rights of way in the Subdivision have been accepted for maintenance by Warrick County, Indiana or the Developer no longer owns any Lots in the Subdivision (the “**Effective Date**”), the each Lot owner shall be responsible to pay a proportionate share of any and all costs and expenses related to, and shall collectively assume responsibility under, Contract for Service Extensions entered into by and between Developer and Southern Indiana Gas and Electric Company d/b/a Vectren Energy Deliver of Indiana, Inc. (“Vectren”) dated July 17, 2020 (the “**Vectren Agreement**”). **Further, the Lot owners shall indemnify Developer and hold Developer harmless from and against all matters, obligations and liabilities set forth in said Vectren Agreement as of the Effective Date.** Assessments for payment of any and all of such obligations, costs and expenses shall be charged to the owner(s) of each Lot.

Each Lot owner shall be obligated for and shall be responsible to pay a proportionate share of any and all costs and expenses to maintain, repair and replace all common areas and common facilities of the Subdivision. Assessments for payment of any and all of such expenses shall be charged to the owner(s) of each Lot.

To the extent not otherwise the responsibility of an individual Lot owner as provided in paragraph 6 below, each Lot owner shall be responsible to pay a proportionate share of any and all costs and expenses of maintenance, replacements and repairing structural failures in the storm sewer pipes, pipe collars, drop boxes, aprons, inlets, manholes, junction boxes, and the piped or paved outlet structures of the storm water control basins, all of which are parts of the approved and constructed storm water drainage system shown on the as-built plans for this Subdivision; and which are in drainage easements and outside of the county accepted road rights-of-way as shown on the plat of this Subdivision.

Notwithstanding anything contained herein to the contrary, Developer shall not be responsible nor subject to any assessments or expenses under this paragraph 5. Further notwithstanding, to the extent any refunds are due to be paid by Vectren under the Vectren Agreement, such refunds shall be payable to Developer.

6. **STORM WATER DRAINAGE AND BASINS.** The individual Lot owners shall be responsible, including financially, for that part of the storm water drainage system and its easements which exist on their property in proper working order including, but not limited to:

- (a) mowing grass, controlling weeds and maintaining the design cover of the waterways, storage basins, and easements in accordance with applicable ordinances;
- (b) keeping all parts of the storm water drainage system operating as designed and constructed; and free of all trash, debris, and obstructions to the flow of water;
- (c) keeping the channels, embankments, shorelines, and bottoms of water ways and basins free of all erosion and sedimentation;

- (d) maintaining that part of the storm water drainage system which lies on his or her property in accordance with the conditions described in the approved street and/or drainage plans on file in the Warrick County, Indiana Surveyor's Office, and/or in the Warrick County, Indiana Engineer's Office, and in compliance with the Warrick County, Indiana Drainage Ordinance;
- (e) preventing all persons or parties from causing any unauthorized alterations, obstructions, or detrimental actions from occurring to any part of the storm water drainage system, and easement which lies on his or her property; and
- (f) the cost of maintaining, replacing and repairing structural failures in the storm sewer pipes, pipe collars, drop boxes, aprons, inlets, manholes, junction boxes, and the piped or paved outlet structures of the storm water control basins, all of which are parts of the approved and constructed storm water drainage system shown on the as-built plans for this Subdivision; and which are in drainage easements and outside of the county accepted road rights-of-way as shown on the plat of this Subdivision.

Any pipe, fence, wall, building, pool, patio, planting, stored material, excavation, fill, or other construction, improvement, addition to, or alteration of the land within a drainage easement in this Subdivision may require the prior written approval of the Warrick County, Indiana Drainage Board and/or Area Plan Commission and Lot owners are required to obtain such approvals prior to any installations or construction.

Notwithstanding the provisions of subparagraphs (a) - (f) above, the Lot owners shall collectively bear the responsibility, financially and otherwise, for maintaining in working order the portions of the storm water drainage system which exist on common areas within the Subdivision, including the duties described in subparagraphs (a) - (f) above.

In the event a Lot owner fails to repair, replace or maintain that portion of the storm water drainage system lying on the owner's Lot as required by this paragraph 6, the Developer may determine the action or actions required to repair, replace or maintain such portion(s) of the storm water drainage system and, either direct the Lot owner to take such action at the Lot owner's sole cost and expense, or the Developer may take such actions as are necessary to repair, replace or maintain such portion(s) of the storm water drainage system and any such amounts expended by the Developer shall be payable by the responsible Lot owner(s), upon demand.

In the event of any action taken by the Developer pursuant to this paragraph 6, the Developer shall have no liability or responsibility for any damages to the Lot owner's property in or around a drainage easement, where such damage is suffered as a result of action taken by the Developer in order to repair, replace or maintain the storm water drainage system as required by this paragraph 6. Any repairs, re-seeding, re-sodding or similar action required to return an owner's Lot to the condition in which it existed prior to any action taken by the Developer shall be the sole responsibility of said Lot owner.

7. **TIME OF CONSTRUCTION.** The construction of a home within the Subdivision shall be completed within one (1) year from the date of commencement of construction, unless otherwise approved by the Developer. The construction of an accessory building shall be completed within three

(3) months from the date of commencement of construction, unless otherwise approved by the Developer. The construction of any additions, remodeling or renovations shall be completed within six (6) months from the date of commencement of such construction, unless otherwise approved by the Developer.

8. **CARE OF PROPERTY DURING CONSTRUCTION.** All Lots in the Subdivision are subject to the Indiana Department of Environmental Management's (IDEM) General Permit Rule #327 I.A.C. 15-5, as amended, which rule generally provides that erosion control practices be used during development and construction and must minimize soil erosion and sediment laden water from flowing from the building sites, and requires that streets be kept free from transported soil from the building sites. In compliance with this provision, a plan has been submitted to the Warrick County, Indiana Soil and Water Conservation District, which said plan and its terms shall be binding upon all owners of Lots within the Subdivision. Said plan requires the construction of appropriate driveways for ingress and egress during construction and the implementation of measures to minimize sediment laden water from being discharged to streets and drainage ways.

During construction, adjoining Lots shall not be used for any construction equipment, vehicles, or material storage purpose. If a Lot owner's employees, contractors or agents are responsible for disturbing the vegetation on adjoining building sites, appropriate erosion control practices must be started immediately by the Lot owner who caused such disturbance, and such Lot owner shall be responsible to promptly restore, at such Lot owner's expense, such disturbed adjoining Lots to their original condition prior to the commencement of such construction, including, without limitation, regrading, reseeding and trash removal.

The provisions of Rule 327 I.A.C. 15-5 and the plan for erosion control submitted to the Warrick County, Indiana Soil and Water Conservation District are incorporated herein, shall become a part of these Restrictions, and shall be binding on all Lot owners as it pertains to their individual Lots, and said Lot owners shall hold the Developer harmless in connection with any and all violations thereof. Furthermore, all Lot owners shall be responsible for compliance with this provision and the referenced administrative rules and erosion control plans within the boundaries of each Lot owner's real estate. The Developer shall not be responsible and shall have no liability for silt or debris flowing into any lake or drainage basins., **The Lot owners, together with their agents and builders, shall hold harmless and indemnify the Developer from any and all costs and expenses in connection with any violation thereof, including but not limited to all attorneys' fees and court costs.**

In addition to the foregoing, all Lot owners shall be responsible for keeping their Lot free of trash and debris during construction and shall take all appropriate measures to prevent trash and debris from blowing onto other property within the Subdivision. This obligation shall apply to the Lot owner and to any builder or contractor who or which purchases a Lot in the Subdivision for purposes of constructing a home thereon. In the event any such Lot owner fails to keep his or her property free from trash and debris and otherwise comply with the terms of this paragraph 8, the Developer may take such action as the Developer deems necessary or desirable to bring such Lot into conformance with these Restrictions and the Lot owner shall be responsible for all costs incurred by the Developer in connection therewith.

9. **BUILDING LINES.** All residences and other building structures in the Subdivision shall be constructed in a manner that conforms to the Warrick County, Indiana side and rear Lot setback lines.

The site plan for any residence constructed in the Subdivision must be approved by the Developer prior to commencement of any construction or site preparation on the Lot.

10. **EASEMENTS.** The strips of real estate of the width shown on the recorded plat and marked "easement" are hereby reserved for access, maintenance and/or for the use of any and all public utilities and for the installation of water, surface water drainage, sanitary and storm sewers, ducts, lines and wires and for use by the Developer for access and maintenance of any and all signs, lights, landscaping, sprinklers and other items at any entrance(s) to the Subdivision, subject at all times to the proper authorities and to the easements herein reserved.

No structures or other improvements, planting or other material including, without limitation, any fences, walls, trees or shrubs shall be erected or permitted to remain within the easements, and if any such items are erected or permitted to remain within said easements, the Lot owner shall be solely responsible for any damage to such items resulting from the use of said easements or damage to any such public utilities and for the installation of water, surface water drainage, sanitary and storm sewers, ducts, lines and wires resulting from the use of said easements. The easement area of each Lot shall be maintained continuously by the owner of said Lot so as not to change the intended direction of flow of surface water within the easement. Developer is hereby granted such permanent easements over any Lot(s) as may be necessary for ingress and egress to maintain the landscape areas within any landscape easements, and to repair and maintain drainage swales within the Subdivision and to remedy any drainage issues which may occur within the Subdivision. If, in the sole discretion of the Developer, any such action is necessitated by any act or omission of any Lot owner(s), then any costs incurred by Developer in connection with such action(s) shall be reimbursed by said Lot owner(s) in such amounts as may be determined by the Developer, in its sole discretion, on demand. In addition, if so directed by the Developer, the applicable Lot owner(s) shall be responsible for re-grading and re-seeding of their respective Lot(s).

11. **RIGHTS OF WAY.** The strips of real estate of the width shown on the recorded plat and marked "right of way" are hereby reserved for future ingress and egress to abutting real estate. No structures or other improvements, planting or other material shall be erected or permitted to remain within the rights-of-way which may interfere with such ingress or egress. The rights-of-way shall be maintained to the centerline of the road abutting such right of way by the Lot owner abutting any such right of way. In the case of right of way located between two Lots, each Lot Owner shall be responsible for maintaining such right of way to the center point between the two Lots adjacent to the right of way.

12. **MAILBOXES; FRONT LIGHT POSTS.** All mailboxes in the Subdivision shall be a style of design determined by Developer or substantially similar. All mailboxes shall be uniform in design and color, with the box, pole and all wood to be white and letters and numbers on the mailbox to be black. All mailboxes shall be installed with corresponding addresses displayed prominently. All front yard lamp posts and lights shall be a style, design and color determined by Developer, and if such style, design and/or color is not available, then substantially similar.

13. **DRIVEWAYS.** All driveways shall be paved from the street right-of-way to the garage with concrete a minimum of four-inches (4") thick, with a standard or exposed aggregate finish. As described more fully in paragraph 3(k) of these Restrictions, the Lot owner is responsible for making sure the area where the Lot owner's driveway will be constructed is sufficiently compacted to avoid settlement in areas above utility trenches within dedicated easements in the Subdivision.



14. **WASTE DISPOSAL.** All Lot owners shall keep their Lots free of garbage, sewage, ashes, rubbish, bottles, cans, waste matter and other refuse. Trash, garbage or other waste or debris accumulated by the owner or occupant of any Lot within the Subdivision shall be kept in sanitary containers and shall be disposed of on a weekly basis. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, in a location which cannot be seen from the street at the front of the home, and shall be kept in such manner as to avoid an unsightly appearance within the Subdivision. No grass clippings, or other debris should be placed on any vacant Lot or in any drainage swales. The Lot owner shall only use products approved by the Environmental Protection Agency on his or her lawn and shrubs.

15. **APPEARANCE OF LOTS.** All Lots must be kept free of debris and other objectionable matter at all times. In the event any Lot is not properly maintained as required herein, Developer shall have the right to take all remedial measures to bring said Lot into conformity with the standards of the Subdivision. The offending Lot owner shall be required to reimburse the Developer for said maintenance costs, on demand. Maintenance and upkeep include the following items:

- (a) Keeping Lot mowed on a regular basis, maintaining a stand of quality grass, and keeping landscaping free of weeds and other undesirable growth;
- (b) Maintain erosion control on Lot;
- (c) Keeping Lot free of trash, debris, toys, bicycles and any other objectionable items which, in the opinion of the Developer, detract from the appearance of the Subdivision; and
- (d) Maintaining the Lot in accordance with paragraph 8 of these Restrictions during construction.

Notwithstanding anything contained in these Restrictions to the contrary, Lot owners shall not be required to mow any on a regular basis as is required under paragraph 16(a), above for Lots upon which no home is constructed, but instead shall mow such Lots a minimum of six (6) times per calendar year and said Lots shall be mowed frequently enough so that the grass on such Lots does not exceed twelve (12) inches in height at any time. Once a house has been constructed on a Lot, the requirements of paragraph 16(a) above shall apply.

16. **TEMPORARY STRUCTURES; ACCESSORY STRUCTURES.** Except as is provided in paragraph 2 of these Restrictions, no pole barns and no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot in the Subdivision or any part thereof at any time, as a residence or otherwise, either temporarily or permanently; provided, however, a Lot may contain an accessory building conforming to the requirements of paragraph 2 of these Restrictions, so long as it is not located within any easement within the Subdivision, it is located in the rear yard, and it meets the requirements of this paragraph 16. Notwithstanding anything contained herein to the contrary, no Lot may contain more than one accessory building. Accessory structures shall be newly erected on a Lot. No modular or prefabricated accessory structures shall be allowed in the Subdivision.

Any accessory building located on a Lot within the Subdivision must comply with the following requirements:

- (a) Contain a finished floor area of no more than one hundred fifty (150) square feet.

- (b) The exterior must be in harmony with the exterior materials of the home, in accordance with the requirements set forth in Section 3(b) above with regard to brick, stone or stucco-like veneer on the front, side and rear facing walls, with trim to match the exterior color and materials of the home, or as otherwise approved by Developer.
- (c) Have the same or similar color trim and shingles as the home.
- (d) Must not exceed twelve (12) feet in height and shall have a roof pitch of no less than 6/12.
- (e) Must be constructed on a slab or a foundation.
- (f) All utilities servicing the accessory building must be underground.
- (g) Any variations from these requirements must be approved by the Developer.

17. **DRAINAGE OF WATER.** Water from down spouts, foundation tile or other surface water drainage systems shall not be drained or guided into the sanitary sewer. The down spout drains can be drained into the owner's yard or drainage swales at the back of the Lot. Water must be discharged at a level to prevent erosion under the street or under sidewalks. The existing natural and manmade drainage courses shall not be altered without the approval of the Developer or its appointee. All Lot owners and/or their homebuilder or general contractor are responsible for achieving proper grading and slopes of their respective Lots, so as to achieve a positive drainage flow away from their foundations and homes and into the drainage easements or streets with the Lot either sloping to the rear of the Lot, the front of the Lot, or both, in order to achieve such positive drainage flow away from the home. A drainage swale will be required between Lots, the construction of which shall be the responsibility of the Lot owner and his or her homebuilder or general contractor. Such swale shall be constructed correctly before the landscaping of the yard is completed, and maintained correctly thereafter by the Lot owner of record.

Lot owners constructing improvements and/or their builder or general contractor are hereby informed that:

- (a) Lot owners, builders and/or general contractors are hereby directed to achieve positive storm water drainage away from the building foundations;
- (b) it shall be the responsibility of the Lot owner to maintain a positive drainage away from such Lot owner's home as provided by the initial Lot grading and or subsequent re-grading in accordance with standard grading plans and other regulations of record;
- (c) the adverse drainage conditions caused by any alterations of the Lot grades and or drainage system after the initial Lot grading and or drainage system is accomplished in conformance with the approved final drainage plan are the responsibility of the Lot owner to correct at his or her cost; and
- (d) the maintenance and repair of the storm water drainage system that is designed and constructed outside the rights-of-way of county accepted streets is solely the

responsibility of the Lot owner for the individual property on which the system or part thereof exists, except as provided in the Warrick County Drainage Ordinance, and these Restrictions.

In the event a Lot owner fails to achieve positive storm water drainage away from the Lot owner's building as required by this paragraph 17, the Developer may determine the action or actions required to create such positive drainage flow and, either direct the Lot owner to take such action at the Lot owner's sole cost and expense, or the Developer may take such actions as are necessary to achieve and maintain positive storm water drainage and any such amounts expended by the Developer shall be payable upon demand.

In the event of any action taken by the Developer pursuant to this paragraph 17, the Developer shall have no liability or responsibility for any damages to the Lot owner's property in or around a drainage easement, where such damage is suffered as a result of action taken by the Developer in order to create positive drainage flow as required by this paragraph 17. Any re-seeding, re-sodding or similar action required to return a Lot owner's lot to the condition in which it existed prior to any action taken by the Developer shall be the sole responsibility of said Lot owner.

18. **VEHICLE PARKING.** No vehicle of any kind shall be parked overnight on a street in the Subdivision. No utility vehicle, camper, motor home, recreational vehicle, motorcycle, trailer, two or four wheeled vehicle, or other similar vehicles, boats or other items used for water or sporting activities, shall be parked or located on any Lot unless parked or located within an enclosed garage, and they shall not be parked or left overnight on a street in the Subdivision. No other vehicles of any kind may be parked or located on any Lot unless such vehicles will fit in a garage within an 8-foot tall door.

19. **FUEL TANKS; POOL EQUIPMENT.** No oil, gas or other fuel tanks or unsightly objects shall be allowed on any Lot in the Subdivision or placed in the basement or garages of any home unless approved by the Developer and in compliance with all governmental laws. All pool equipment must be located in rear yards and not be visible from the street.

20. **RESTRICTED USES.** No business operation shall be permitted in the Subdivision, however, a home office shall be permitted so long as there is no more than one (1) employee who is not a resident at the residence located on the Lot. No adult or child daycare operation is permitted.

21. **SIGNS.** No signs shall be permitted in the Subdivision, except that any owner of any Lot who desires to sell said Lot shall be permitted to place a "FOR SALE" sign on said Lot. Model home or display signs shall also be permitted in connection with original construction on any Lot.

22. **ANIMALS.** No animals, including without limitation, reptiles, livestock or poultry of any kind shall be raised, bred or kept upon any Lot, except that dogs, cats or other traditional household pets (meaning the domestic pets traditionally recognized as household pets in the Newburgh, Indiana vicinity) may be kept, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that no household may have more than a total of three (3) household pets at one time. Pets shall be controlled by their owners throughout the Subdivision, including, without limitation, all yards and streets, in such a manner as to not become an annoyance or nuisance to neighbors. All pet facilities maintained and/or located on any Lot must be approved by the Developer, in advance, in writing.

23. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Lot shall be used for storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any Lot that will emit obnoxious odors, or that will cause any noise which might disturb the peace, quiet, comfort or serenity of the owners of the Lots in the Subdivision. Garage and yard sales shall require the approval of the Developer. All speakers, televisions and other audio/visual equipment shall be kept at a level such that the sound and noise emitted will not disturb the peace, quiet, comfort or serenity of the owners of the Lots in the Subdivision.

24. **NO FIRE ARMS.** There shall be no hunting with or discharge or shooting of any fire arms, bows or any other weapon upon any of the real estate included within the Subdivision.

25. **NO WINDMILLS.** No windmills, wind chargers, wind generators, or any other apparatus for generating power from the wind shall be erected or installed on any Lot in this Subdivision.

26. **FRACTIONAL LOTS.** No residence may be erected or placed on less than a full Lot, except where less than one full Lot is utilized in connection with an adjacent or abutting full Lot for the construction and maintenance upon the combined parcel of real estate of a single family dwelling in all other respects complying with the terms and provisions of these Restrictions.

27. **ACCEPTANCE OF DEED.** The acceptance of a deed of conveyance to any Lot or a part thereof in the Subdivision by any person shall be construed to be acceptance and an affirmance by said person of each and all of the conditions, reservations, restrictions, and protective covenants aforesaid, whether or not the same be set out or specified in such conveyance.

28. **ENFORCEMENT; INJUNCTIVE RELIEF; ATTORNEY'S FEES.** Each and all of the conditions, reservations, restrictions, and protective covenants contained herein shall inure to the benefit of all owners of Lots in the Subdivision jointly and severally, and may be enforced by them or by any of them, individually, or by the Developer in any court of competent jurisdiction by injunction or other appropriate remedy. The party adjudged to have violated any of said Restrictions shall also be liable to the aggrieved party for reasonable attorney's fees incurred in the enforcement thereof, as well as together with interest at eighteen percent (18%) per annum, court costs and other expenses incurred in connection with the enforcement of this covenants. The owner of any Lot in this Subdivision and/or the Developer shall have the right to enforce said Restrictions without proof of pecuniary damage to the Developer or any Lot owner's property in the Subdivision or otherwise.

Notwithstanding the foregoing, neither the Developer nor any Lot owner shall have an affirmative obligation to seek enforcement of the conditions, reservations, restrictions, and protective covenants contained herein and the failure to strictly enforce these conditions, reservations, restrictions, and protective covenants shall not constitute a waiver of such party's or any other party's right in the event of any subsequent violation of these Restrictions. In the event of any action taken by the Developer or a Lot owner as a result of any Lot Owner's failure to comply with any provision of the Restrictions contained herein, the responsible Lot Owner shall be required to reimburse the Developer or other Lot owner(s) for all costs incurred in connection with such remedial action, upon demand. Any such amounts which are not paid upon demand shall become a lien against such Lot enforceable by the Developer by foreclosure in the same manner as mechanic's liens are enforceable in the State of Indiana, together with interest at eighteen percent (18%) per annum, and shall be payable along with

reasonable attorney's fees, court costs and other expenses incurred in connection with the enforcement of this covenants. The Developer's enforcement rights contained in these Restrictions shall continue after the Developer's sale of all Lots in the Subdivision. Notwithstanding anything herein to the contrary, the Developer shall have any and all other rights to enforce the provisions of these Restrictions, at law or in equity.

29. **PASSAGEWAY.** No owner shall permit or authorize anyone to use a portion of any Lot as a passageway or means of ingress or egress to or from any contiguous property, nor shall any utility easements be granted without the approval of the Developer; however, this restriction shall not apply to any Lots owned by the Developer.

30. **CHANGING OF LOT DIMENSIONS.** It is expressly understood and agreed that the Subdivision Developer shall have the right to change, alter, adjust or re-adjust the dimensions of any Lot owned by the Developer situated in the Subdivision.

31. **DRAINAGE OF WATER FROM ADJOINING REAL ESTATE.** All owners of Lots in this Subdivision, including, without limitation, all future expansions of the Subdivision, are hereby notified that due to the topography of the portions of the real estate which lie adjacent to or nearby the Subdivision and other real estate which may be included within the Subdivision, it may be necessary to drain surface water, including storm water, from such real estate located outside the Subdivision across easements and common areas of the Subdivision. All such Lot owners agree that such drainage shall be permitted.

32. **ASSIGNMENT; HOMEOWNERS ASSOCIATION.** The Developer may, at any time, assign all or any portion of its enforcement and approval rights under these Restrictions, which assignment shall be by written instrument, which cross references these Restrictions, and is recorded in the Office of the Recorder of Warrick County, Indiana.

At such time that title to all Lots in the Subdivision have been conveyed by Developer, the enforcement rights of the Developer under these Restrictions shall also be enforceable by any Lot owner in the Subdivision (collectively the "**Enforcement Rights**"). Further, at such time that all Lots in the Subdivision have been conveyed by Developer and homes have been constructed on all said Lots, all approval rights of the Developer required under these Restrictions (collectively the "**Approval Rights**") shall no longer require the approval of Developer but shall instead require the approval of a majority of Lot owners, with the owners of each Lot having one (1) vote per Lot.

At such time that title to all Lots in the Subdivision have been conveyed by Developer, a majority of Lot owners (with the owners of each Lot having one (1) vote per Lot) may elect to create a homeowners association for the Subdivision. Upon recording an instrument in the Office of the Recorder of Warrick County, Indiana, which cross references these Restrictions, setting forth the creation of a homeowners association for the Subdivision, the owners of each Lot in the Subdivision (and the future owners of each Lot) shall automatically become members of the homeowners association, and shall be subject to its by-laws as duly adopted, including the right of the homeowners association to make assessments against each Lot. Thereafter, the homeowners association shall assume from the Lot owners responsibility for the Approval Rights and shall also, in addition to Developer each Lot owner, have the right to exercise the Enforcement Rights.

33. **INVALIDATION OF A RESTRICTION OR CONDITION.** Invalidation of any of the foregoing conditions, reservations, restrictions, and protective covenants by judgment or order of a court shall in

no way affect any of the other conditions, reservations, restrictions, and protective covenants, all of which shall remain in full force and effect.

34. **BINDING EFFECT OF RESTRICTIONS; AMENDMENT**. Except as is provided to the contrary in this paragraph 34, these Restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Restrictions are recorded. Thereafter, said Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 75% of the then owners of the Lots in the Subdivision has been recorded agreeing to change, modify or eliminate said Restrictions in whole or in part, provided, however, any such amendment shall require the consent of the Developer so long as the Developer owns at least one Lot in the Subdivision and not more than ten (10) years have passed since the recording of these Restrictions. Notwithstanding the foregoing or anything herein to the contrary, the Developer may amend and modify these Restrictions at any time, in its sole discretion and without the approval or joinder of any Lot owners, until such time as the Developer no longer owns any Lots in the Subdivision.

**IN WITNESS WHEREOF**, the Developer has caused these Restrictions to be duly executed this \_\_\_\_\_ day of September, 2020.

**VAN DEVELOPMENT, LLC**

By: \_\_\_\_\_  
Chad Van Zilen, Manager

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF WARRICK        )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared **Chad Van Zilen**, known to me to be the Manager of **Van Development, LLC**, the entity which executed the foregoing instrument, who acknowledged and affirmed that he did sign said instrument for and on behalf of said entity and by authority granted in its official documents and by its governing body, the same is his free and voluntary act and deed as said representative, and the free and official act of said entity.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal as of the \_\_\_\_\_ day of September, 2020.

My Commission Expires: \_\_\_\_\_  
My County of Residence is: \_\_\_\_\_ County, Indiana  
My Commission No.: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
\_\_\_\_\_  
Printed Name of Notary

EXECUTED AND DELIVERED in my presence this \_\_\_\_\_ day of September, 2020.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF WARRICK        )

BEFORE ME, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ [Witness Name], being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by **Chad Van Zilen, the Manager of Van Development, LLC**, in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as of the \_\_\_\_\_ day of September, 2020.

My Commission Expires:

\_\_\_\_\_  
My County of Residence is: \_\_\_\_\_ County, Indiana

My Commission No.: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary

**THIS INSTRUMENT** was prepared by Kahn, Dees, Donovan & Kahn, LLP, Shannon S. Frank, Attorney at Law, 501 Main Street, Suite 305, P.O. Box 3646, Evansville, Indiana 47735-3646, at the specific request of one of the parties hereto, based solely on information supplied by one or more of the parties, and without a complete examination of survey, title or abstract. The drafter assumes no liability for any errors, inaccuracy, or omissions in this instrument resulting from the information provided, the parties and their successors and assigns hereto signifying their assent to this disclaimer by the execution or the acceptance of this instrument.

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. Shannon S. Frank

**RETURN TO:** Shannon S. Frank, Esq., Kahn, Dees, Donovan & Kahn, LLP, P.O. Box 3646, Evansville, Indiana 47735-3646.

**EXHIBIT "A"**  
**TO THE**  
**CONDITIONS, RESERVATIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS**  
**AFFECTING TITLE TO ALL LOTS IN RIVERSTONE SUBDIVISION,**  
**A SUBDIVISION LOCATED IN WARRICK COUNTY, INDIANA,**  
**ACCORDING TO THE RECORDED PLAT THEREOF**

Overall Boundary Description

Part of the East Half of the Southwest Quarter of Section 33, Township 6 South, Range 9 West, in Ohio Township, Warrick County, Indiana, being more particularly described as follows:

Beginning at the Northeast Corner of the Southwest Quarter of Section 33, Township 6 South, Range 9 West, thence along the East line of said Quarter Section, South 00 Degrees 26 Minutes 16 Seconds West 1070.5 feet, thence North 78 Degrees 43 Minutes 42 Seconds West 761.08 feet to the East line of Byerson Heights – Section "A", as per plat thereof, recorded in Plat Book 4, Page 231 in the Office of the Recorder of Warrick County, Indiana, thence along the East line of said Byerson Heights – Section "A", North 00 Degrees 56 Minutes 47 Seconds East 924.25 feet to the Northeast Corner of said Byerson Heights – Section "A", thence South 89 Degrees 47 Minutes 07 Seconds East 739.32 feet to the point of beginning and containing a gross area of 741,604 Sq. Ft. or 17.02 acres more or less.

Subject to the Right-of-Way of Ellerbusch Road along the East side thereof.

Subject to an Easement to Amoco Pipeline Company and its successors in Document Numbers 1976R-042283 and 1977R-007401 along the East side thereof.

Subject to all existing Easements, Rights-of-Way and Restrictions of Record.