



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WILLIAMS CROSSING SUBDIVISION**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLIAMS CROSSING SUBDIVISION** (hereinafter "Declaration") is made, imposed and declared as of this 11<sup>th</sup> day of April, 2019, by JT DEVELOPERS, an Indiana corporation (hereinafter "Developer"), whose address is 5031 Old Vincennes Rd, Floys Knobs, IN 47119

**WITNESSETH, THAT:**

**WHEREAS**, Developer owns certain real property in Clark County, Indiana, which is to be developed as a residential subdivision; and

**WHEREAS**, Developer desires to ensure the best use and improvement of each residential lot developed thereon to provide for the maintenance of various improvements and areas and generally to enhance and protect the value, desirability and attractiveness of the real property made subject hereto and all portions thereof conveyed to other to their mutual benefit by subjecting such real property to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and the other provisions of, this Declaration:

**NOW, THEREFORE**, in accordance with the foregoing preambles, Developer hereby declares that the real property as hereafter described, and such additional real property as may hereafter be made subject to this Declaration pursuant to Article I below, shall be owned, held, used, leased, sold, conveyed, and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in this Declaration. The easements, restrictions, covenants and conditions shall run with the real property made subject hereto, and be binding upon and inure to the benefit of all parties having any right, title or interest therein, their respective heirs, personal representatives, successors and assigns.

**ARTICLE I**

**PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS**

Section 1. Subject Property. The real property which is subject to this Declaration (being referred to herein as the "Property" and sometimes hereinafter also referred to as the "Subdivision") is located in Clark, Indiana, and is comprised of all that real estate situated in Williams Crossing Subdivision and as shown in the plat of same of record in Plat Book \_\_\_\_\_ Page \_\_\_\_\_, Instrument No. \_\_\_\_\_, in the office of the Recorder of Clark County, Indiana.

Section 2. Additions to Subject Property. Additional residential property and common areas may become subject to this Declaration, or may be annexed to the real property subject to this Declaration, as follows:

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common are initially covered by this Declaration, if any, shall inure to the benefit of the owners of any new lots within the Subdivision which may become subjected to this Declaration or a similar set of deed of restrictions and any additional lots on other real estate which may hereafter be annexed to and made a part of the Subdivision and subjected to this Declaration or a similar set of deed restrictions, and the common area allowable to the owners of all such lots shall inure to the benefit of the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the office of the Recorder of Clark County, Indiana, an amended or supplementary Declaration of Covenants, Conditions, and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The amended or supplementary Declaration may contain additional as may be necessary to reflect added open space, tree preservation and woodland protection areas, other necessary restrictions and/or the different character, if any, of the added properties.

Section 3. Amendment. This article shall not be amended without the written consent of Developer, as long as Developer owns any of the Property.

## ARTICLE II

### HOMEOWNERS ASSOCIATION

Section 1. Membership. Developer and all owners of lots within the Subdivision shall be members of the Williams Crossing Homeowners Association (hereinafter the "Association"). All members of the Association shall abide by the Association's rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with the decisions of the Association's governing body. If the Association is incorporated, its Board of Directors shall be the governing body of the Association. Conveyance of a lot (except to a mortgagee) automatically transfers membership in the Association without the necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

A. Class A. Class A members shall be all lot owners, with the exception of the Developer.

B. Class B. The Class B member shall be the Developer. The Class B membership shall cease and be converted to Class A membership upon the earlier of the occurrence of any event specified in Subsection C below.

C. Each member shall have one vote for each lot owned, which vote may not be exercised until the earlier of the occurrence of any one of the following events:

1. Developer, in its sole discretion, so determines;
2. Within ninety (90) days following the date when 100 percent of the lots, which may be developed on the Property, have been sold by Developer; or
3. January 1, 2018.

D. Upon conversion of Class B membership to Class A membership, Developer shall provide sufficient funds in the Association account so that no less than a one thousand dollar (\$1,000) balance in the account is available at the time the conversion occurs.

Section 3. Rights and Obligations of the Association. Anything to the contrary herein notwithstanding, the Association and the lot owners shall be responsible for the maintenance of all common open space, private roads, retention basin, lift stations, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. Developer shall have the right to employ a manager to oversee and implement the Association's maintenance obligations, and any such management fees incurred thereby shall be paid by the Association. The Association shall also perform the other duties prescribed by this instrument or the Association's rules and regulations, which duties may include maintenance and grass cutting assignments on the lots, collection of garbage, maintenance and repair of sewers and streets. All rights reserved by the Developer in the Declaration shall automatically pass to the Association when Class B membership ceases pursuant to Article II, Section 2, and thereafter any reference to Developer shall be construed to mean the Association.

Section 4. Structure of Association. The Association shall commence as an unincorporated entity. The association pursuant to the regulations as set forth herein may take, by proper vote, the action to incorporate the Association or they may decide to remain an unincorporated entity. They may also take the action of appointing a Board of Directors to act on behalf of the Association, and set forth bylaws to guide the Association and/or its Directors. The first meeting of the

Association shall be held within sixty days (60) of the first (1 ) day of January of the year following the date when the Developer, or its successors or assigns, shall cease to be a Class B Member.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment; Exceptions. Every owner shall have a right and easement of enjoyment including, without limitation, the right of pedestrian ingress and egress, in and to the "common areas" which shall be appurtenant to and shall pass with the title to every lot. This right and easement shall also be deemed granted to the Association and the lot owners' families, guests, invitees, servants, employees, tenants and contract purchasers. The term "common areas" means and refers to the common open space and public utility easements, all maintained for the common use, enjoyment and mutual benefit of the lot owners as hereinabove stated. Developer releases and quitclaims to the Association its right and title to the common areas, subject to the reservations of the Developer as set forth herein this Declaration, including those reservations set forth below, as follows:

A. The right of the Association to suspend the voting rights of a lot owner for any period during which any assessment against his lot remains unpaid and for a period of time for any infraction of its published rules and regulations; and

B. Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government. This restriction shall not apply to any public utility easements previously established. Developer may dedicate utility, service or drainage easements upon, through or under the common areas at its sole discretion so long as there is in existence the Class B membership in accordance with Article II, Section 2. When Class B membership ceases, this right of Developer shall automatically pass to the governing body of the Association.

Section 2: Association's Right of Entry. The authorized representative of the Association or its governing body shall be entitled to reasonable access to individual lots as may be required in connection with the preservation of property on an individual lot in the event of any emergency or in connect with the maintenance of, repairs or replacements within the common areas, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to

make any alteration required by any governmental authority; provided, after any such entry the Association shall restore the lot to its former condition.

Section 3: No Partition. Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the common areas or any part thereof, nor shall any person acquiring any interest in the Property have the right of judicial partition. This section does not prohibit the governing body of the Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

## ARTICLE IV

### ASSESSMENTS

Section 1: Assessments, Creation of the Lien and Personal Obligation. Each lot owner, except Developer and the Association, by acceptance of a deed for the lot, whether or not it shall be expressed in such deed, covenants and agrees to pay to the Association [i] annual or monthly assessments or charges, and [ii] special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. Developer shall be responsible for the maintenance costs of the Association incurred over and above assessed amounts payable to the Association by the lot owners until Class B membership is converted to Class A membership pursuant to Article II, Section 2B. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien may be enforced by foreclosure, or as herein provided. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them.

#### Section 2: Purpose of Assessments.

A. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and, in particular, for the acquisition, construction, management, improvement, care and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the common areas, including but not limited to, the cost of repairs, replacements and addition, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, the procurement and maintenance of insurance, the employment of attorneys, accountants and other pro-

fessions to represent the association when necessary, and such other needs as may arise, and for the improvement and maintenance of the common areas.

B. Until Class B membership ceases and is converted to Class A membership pursuant to Article II, Section 2B, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Property, as permitted in this Declaration.

### Section 3. Maximum Annual Assessment.

A. The maximum annual assessment shall be One Hundred Fifty Dollars and No Cents (\$150.00), payable in annual installments as provided in Section 6 below. The maximum annual assessment may not be increased in any one year by more than ten percent 10% of the maximum assessment for the previous year without an affirmative vote of a majority of each class of members pursuant to the Association's rules and regulations.

B. The governing body of the Association may fix the annual assessment at an amount not in excess of the maximum. The governing body of the Association shall determine when the assessments shall be paid.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto.

Section 5. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots, except those owned by Developer during the period when Class B membership exists in the Association, as provided in Section 2 of Article II. The Association's governing body may, at its discretion, waive the assessment for any year or part of a year for any lot not occupied as a residence.

Section 6. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment on the date on which title to the lot is conveyed to the owner, subject to the waiver provided in Section 5 of this Article. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when title to the lot is transferred. The governing body of the Association shall determine the dates when assessments are due.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid by the due date shall be subject to a late charge as determined by the Association.

tion's governing body. The Association may (i) bring an action at law against the owner personally obligated to pay the assessment, (ii) foreclose the lien against the property, together with interest, court costs, and reasonable attorneys' fees, and (iii) file a note of the lien of any unpaid assessments and costs associated therewith in the office of the Recorder of Floyd County, Indiana. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first mortgage foreclosure of any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot owner from liability for any assessment thereafter becoming due or relieve such lot from the lien for any assessments thereafter becoming due.

## ARTICLE V

### USE RESTRICTIONS

Section 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 one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height in the front.

Section 2. Nuisances. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

#### Section 3. Use of Other Structures and Vehicles.

A. Restrictions on Structures. No used or previously erected or temporary house shall ever be placed, erected or allowed to remain on any Lot. No structure of a temporary character shall be permitted on any Lot, except for temporary tool sheds, field offices or sales offices used by Declarant, or by a Builder (as hereinafter defined) as Declarant may permit by written consent in its sole discretion, which structure shall be removed by Builder when construction or redevelopment on a Lot is completed. Any such temporary structure shall be removed by a Builder within ten (10) days of receipt of written notice from Declarant.

B. Outbuildings. No outbuildings shall be constructed on any Lot without the specific written approval of Developer or its assigns.

C. No Temporary Residences. No bus, mobile home, trailer, camping unit, camping vehicle, motor home, or other vehicle, or outbuilding, basement, tent, shed, shack, garage or barn, or any structure other than the main residence erected on a Lot, shall at any time be used as a residence, temporarily or permanently, on any Lot or otherwise within the Property.

D. Restrictions on Vehicles and Parking.

(i) No bus, mobile home, motor home, trailer, camper trailer, camping unit, camping vehicle or boat shall be parked or kept on any Lot or on any street in the Subdivision except within a garage for any period in excess of two (2) days in any 365-day period (any portion of a day constitutes a day).

(ii) No commercial vehicle shall be parked or kept on any Lot, unless housed in a garage, or any street in the Subdivision in excess of four (4) hours in any 24-hour period or except when used as part of a temporary construction or repair activity on the Lot. "Commercial vehicle" as defined as a vehicle meeting any one of the following characteristics: having dual rear wheels and / or a design load carrying capacity of more than one ton, being designed to carry more than nine passengers, including driver, being designed to carry business equipment on or in exterior racks or bins, but not including tool boxes, or advertising a business or containing on its exterior any business information in excess of the business name on the driver's and/or passenger side door of the vehicle. Declarant or Homeowners Association shall have the authority, at their sole discretion, to make exceptions for certain vehicles.

(iii) No vehicle, motorized or otherwise, including, but not limited to those set forth in (d) (i) and (ii) above, shall be parked on any street or public right-of-way in the Subdivision between the hours of 4:00 a.m. and 6:00 a.m., and no such vehicle shall be parked at any time except on a street, in a designated parking lot, on a legal driveway or in a garage.

(iv) No vehicle determined to be objectionable or unsightly by Declarant or its successors or assigns, including the Community Association, and no vehicle which is inoperable, shall be parked at any item on any street or any portion of a Lot except in a garage.

(v) There shall be no habitation of any vehicle parked anywhere in the Subdivision.

(vi) All lots shall have at least a two (2) car garage attached (at ground level) but not more than a three (3) car garage, unless otherwise approved in writing by developer or any person, firm, corporation, or association to whom it may assign such right.



#### Section 4. Animals.

A. No animals, including reptiles, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in the geographic area) may be kept, provided they are not kept, bred, or maintained for any commercial or breeding purposes. Any such pets shall be kept on the owner's lot or leashed when not on such lot. The design, location and size of all exterior shelters for such household pets shall be approved in writing by the Developer. No kennels or dog runs will be allowed.

B. No person in charge of a dog, cat or other household pet shall permit or allow such animal to excrete manure or feces on any lot in the Subdivision (other than that lot of the owner or person in charge or control of such animal) or on any common area, street, sidewalk or right of way in the Subdivision, unless the owner or person in control of such animal immediately removes all feces deposited by such animal and disposes of same in a sanitary manner.

#### Section 5. Clothes Lines; Awnings; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers; Transmitters.

A. No outside clotheslines shall be erected or placed on any lot.

B. No awnings or other similar exterior window coverings shall be installed on a residence without the prior written consent of the Developer.

C. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear or side wall of the residences. All fences shall be maintained to preserve an attractive appearance from the exterior of each lot. Fences shall only be 6ft WHITE VINYL, unless specifically approved in writing by Developer or its assigns. As a "structure," no fence or wall of any nature may be erected, placed or altered on any lot until construction plans, which would specify material and location on lot, are approved in writing by Developer or its assigns, and such fence or wall must be constructed in accordance with applicable planning and zoning regulations.

D. No above-ground swimming pools shall be erected or placed on any lot. However, in-ground swimming pools, tennis courts, hot tubs and spas may be permitted if design and placement thereof are approved in writing, in advance of construction, by Developer at Developer's sole discretion.

E. No antennae, masts, poles, microwave or any other similar type receivers or transmitters (including those currently called "satellite dishes") or any appurtenances shall be erected or placed on any lot unless its design and placement are approved in writing by Developer.

F. All exterior play equipment located on any lot, including, without limitation, swing sets, jungle gyms and similar equipment, shall be subject to the prior written approval of the Developer in its sole discretion, and all lot owners and residents of the Subdivision are advised to obtain the approval of Developer prior to the construction or placement of any such equipment on any lot.

#### Section 6. Duty to Maintain and Rebuild.

A. Each owner of a lot shall, at its sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction. Every residence shall have proper window coverings (no sheets or other material of a temporary nature) placed over windows within thirty (30) days of occupancy. Without the prior written approval of the Developer, no aluminum foil, tinted or reflector or other tinted or reflective material shall be installed or maintained on any window. Window shutters must be sized to match window openings.

B. Each owner of a lot shall keep the lot and improvements thereon neat and attractive in appearance. Should any lot owner fail to do so, then Developer or the Association may take such action as it deems appropriate in order to make the lot neat and attractive. The owner of that lot shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest. Developer shall have a lien on that lot and the improvements thereon equal in priority to the lien for assessments provided in Article IV, Section 1 to secure the repayment of such amounts. Such lien may be enforced by foreclosure.

C. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty. Alternately, the lot owner shall completely raze the residence and sod or seed the entire lot until such time as construction of a new residence is begun.

Section 7. Business, Home Occupations. No trade or business of any kind shall be conducted on any lot if the same is an annoyance or nuisance to the neighborhood. Moreover, no business may be conducted if it requires the habitual presence of business licensees or invitees upon the lot. No trade or business shall be conducted upon any lot unless it strictly complies with all applicable planning and zoning regulations.

Section 8. Signs. No sign for advertising or for 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, and one sign advertising the Builder, which signs shall not be greater in area than nine square feet; provided, however, Developer shall have the right to [i] erect larger signs when advertising the Property, [ii] place signs on lots designating the lot number of the lots, and [iii] following sale of a lot, place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 9. Drainage. Drainage of each lot shall conform to and be maintained in accordance with the general drainage plans of Developer for the Property, including but not limited to all drainage swales. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 10. Obligation to Construct Sidewalk. Within twelve (12) months after the date of conveyance of a lot with a dwelling thereon, every lot owner shall construct the sidewalk to be located in the front street side yard of said lot (if required), the exact location of which shall be as approved by developer. If the sidewalk is not completed within said period of time, Developer may elect to construct the sidewalk and assess the lot owner for such charge. A lot owner's failure to repay the Developer within seven (7) days after receipt of a statement for the assessed charges shall be treated as a non-payment of assessments, and Developer shall have all rights and remedies afforded the Association in Article IV, Section 7 of the Declaration.

Section 11. Obligation to Construct Dwelling or Recovery. Within twenty-four (24) months after the date of conveyance of a lot without a dwelling thereon, every lot owner shall commence in good faith the construction of a single family dwelling approved according to Article VI, Section 1, upon each lot conveyed, unless otherwise approved in writing by Developer. If construction does not commence within the specified period of time, Developer may elect to repurchase any and all lots on which construction has not commenced for 90% of the purchase price, without interest, of said lot or lots hereunder sold by Developer, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of special warranty. If Developer has not exercised this right to repurchase within three years from the date such rights vests in Developer, the Developer's right to repurchase shall cease with respect to that particular lot.

Once construction of any dwelling has commenced, the same shall be completed within twelve (12) months from the date of commencement.

Section 12. Disposal of Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers. This restriction shall not apply during the period of construction of a residence on the

lot, provided such lot owner makes provisions to retain all rubbish, trash and garbage on that particular lot.

### Section 13. Underground Utility Service.

Each property owner's electric, water, sewer, gas, cable television and general utility service lines shall be underground through the length of service line from the utility company's point of deliver to the customer's building; and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric, water, sewer, gas, cable television and general utility service lines to the utility company's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone 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 or lot owner without the express written consent of the utility company or the telephone company.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

Section 14. Rules for Common Areas. The Association is authorized to adopt rules for the use of the common areas, and such rules shall be furnished in writing to the lot owners.

Section 15. Signage, Landscaping and Fencing. The Association shall maintain in any easement any signs and signature entrances identifying the Subdivision, any fencing constructed in any fencing easement on the Property and any Landscaping and berms installed in the publicly dedicated rights-of-way within the Property and adjacent to the Property including street islands, as well as any landscaping provided in any sign and landscaping easements on the Property. The purpose of the sign easement and the landscape and fence easement is to construct and maintain such signage, landscaping and fencing for the Subdivision as may be determined by the Developer. Notwithstanding the foregoing, each lot owner shall be responsible for the cost of repairing any damage to fencing caused by such lot owner.

Section 16. Soil Erosion. It is the responsibility of each lot owner to maintain erosion control prior to, during, and after construction of a single family residence to prevent erosion slide into any road or curb improvements. Should an owner fail to take steps to prevent erosion, the Developer may take such actions as it deems appropriate to control the same and immediate-

ly, upon demand, lot owner must reimburse for any expenses incurred. The cost and expense incurred in so doing shall be a lien on said lot and may be foreclosed as set out in the restrictions hereunder.

## ARTICLE VI

### ARCHITECTURAL AND LANDSCAPE CONTROL

#### Section 1. Approval of Construction and Landscape Plans.

A. No structure may be erected, placed or altered in any manner on any lot until the construction plans and building specifications and a plan showing [i] the location of improvements on the lot; [ii] the grade elevation (including rear, front and side elevations); [iii] the type of exterior material (including delivery of a sample of exterior material, if requested by Developer; and [iv] the location and size of the driveway (which shall be concrete or such other material as may be approved in writing by Developer) shall have been approved in writing by the Developer.

B. In order to maintain uniformity and the quality of construction within the development, Developer shall approve all Builders completing residences in said development.

C. References to "Developer" shall include the entity, person or Association to who Developer may assign the right of approval. When Developer no longer owns any lots in the Subdivision, this right of approval shall automatically be assigned to the Association, which may then likewise assign its right of approval to any architectural review board, committee, entity or person, as the Association may determine in its sole discretion. References to "structure" in this paragraph shall include any building (including a garage), fence, wall, antennae and microwave and other receivers and transmitters (including those currently called "satellite dishes").

Section 2. Building Materials and Architectural Standards. The exterior building material of all structures shall extend to ground level and shall be uniformed in material as follows:

Hardie Board with option of Stone or Brick skirt only- Section 1 & 3

Vinyl with option of Stone or Brick skirts only- Section 2

Full brick or three sided brick homes will NOT BE be permitted unless signed off on by both all developers.

Section 3. Minimum Floor Areas. Unless otherwise approved by Developer in writing, the following shall be minimum floor areas for homes to be constructed after this instrument is recorded:

A. All one-story houses shall have a minimum finished ground floor area of one thousand fifteen hundred (1,500) square feet; (Section 1 & 3).

B. All one and one-half story houses shall have a minimum finished ground floor area of nine hundred (900) square feet, with a total minimum of 1,200 square feet; (Section 2)

C. Finished basement areas, garages and open porches are not included in computing floor areas; however, Developer may, at its option, include unfinished floor areas, finished areas in walkout basements, or above ground storage areas in computing minimum floor areas.

Section 4. Setbacks. 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, except, if permitted under applicable law and regulations, bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet.

Section 5. Garages; Carports. No more than 70-percent of the garage depth shall extend beyond the front facade of any home constructed within the Subdivision without the expressed written consent of Developer. No carport shall be constructed on any lot.

Section 6. Landscaping; Driveways; Sidewalks.

A. Within Thirty days of final completion of the construction of a residence, the lot owner shall complete landscaping and grade and sod the front and side yards of each lot. For corner lots, the street side yard shall, at a minimum, have sod the same distance from the street side of the residence as the sod on the non-street side. In addition, each lot shall be landscaped so as to preserve as much natural vegetation as reasonable possible. No artificial grass, plants or other artificial vegetation shall be placed or maintained on any lot.

B. Each lot owner shall install a concrete driveway upon the earlier of one (1) month of completion of the dwelling or occupancy.

C. Upon a lot owner's failure to comply with the provision of this Section 6, Developer may take such action as necessary to comply therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced the

B. Each lot owner shall install a concrete driveway upon the earlier of one (1) month of completion of the dwelling or occupancy.

C. Upon a lot owner's failure to comply with the provision of this Section 6, Developer may take such action as necessary to comply therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced the same manner and with the same priority that the lien for annual and special assessment may be enforced.

Section 7. Mail and Paper Boxes. The Developer shall approve uniform mail and paper boxes for the Subdivision. No other mail or paper boxes are permitted.

Section 8. Lighting. All street lighting within the Subdivision shall be residential coach light style lighting, and the Association shall bear the cost of maintenance and utilities for the same.

Section 9. Roofs. No permitted improvements shall be erected unless said residential structure has a roof pitch of not less than 7 inches vertical for every 12 inches horizontal, unless variation is approved in writing by Developer.

## ARTICLE VII

### GENERAL PROVISIONS

#### Section 1. Enforcement.

A. Violations. The Association may issue a fine of up to \$50 per day of violation (each day of a continuing violation being considered a separate violation) for any violation of these restrictions. In order to levy any fine under this provision, the Association must provide five (5) days written notice to the offending Lot owner. If the violation is not remedied or discontinued within the 5-day period following issuance of the notice, then fines may be levied from the issuance of the notice forward until the violation is remedied or discontinued.

B. Parties. Enforcement of these restrictions shall be by proceeding at law and/or in equity, brought by Declarant and/or the Association against any party violating or attempting to violate any covenant or restriction or other provision of this Declaration, either to restrain violation, to direct restoration and/or to recover damages. Failure of any Lot Owner, Declarant or the Asso-

ciation to demand or insist upon observance of any of the provision of this Declaration, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or of the right to seek enforcement of that provision in that or any other case. Any such Declarant and/or the Association enforcing this Declaration shall be entitled to recover all costs and expenses incurred in connection with such action from the defaulting party or parties, including, without limitation, court costs and reasonable attorney's fees. Any award of damages received by Declarant or the Association in connection with any such action and interest hereon until paid, and all costs and expenses incurred by Declarant or the Association in connection therewith, shall constitute a lien upon the Lot, of equal priority to the lien for assessments provided for in Article 4, and any award of damages received in connection with any such action shall accrue to the sole benefit of the Association.

C. Liens. All liens created and/or imposed against any Lot pursuant to the provision of this Declaration, including the lien set forth in paragraph A above, may be enforced in accordance with the applicable provision of Indiana law, including the judicial foreclosure thereof and sale of Lot encumbered thereby, with the Lot owner and any other persons responsible therefore remaining liable for any deficiency.

D. Owner Liability. Each Lot Owner (other than Declarant) shall be responsible and liable for any violations made or caused by such Lot Owner and every family member, agent, employee, contractor, material supplier, invitee, licensee, tenant, sublessee and assignee of such Lot Owner.

E. Waivers. Failure of any party to demand or insist upon observance of any of these restrictions or covenants, or to proceed for a restraint of violations, shall to be deemed a waiver of the violation, or the right to see enforcement of these restrictions.

Section 2. Severability. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 3. Restrictions Run With the Land; Amendment. Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years so long as the real property subject to this Declaration remains a residential subdivision. Except for Article III, Section 1B (ii) hereof, these restrictions may be cancelled, altered or amended at any time by a written instrument signed by the owners of the lots with 75% of the votes in the Association and recorded in the Clark County, Indiana, Recorder's office.



Except that restrictive covenants and easements may be recorded by Developer, its successors and assigns, at any time during the development period. For purposes of each section, the development period shall be from the date that these restrictions and protective covenants are executed and recorded in the Office of the Recorder of Clark county, Indiana, to the date of the recording of a deed to the first lot in each respective section of the Development to any person, firm, or corporation other than the Developer.

Section 4. Amendments to Rules and Regulations. Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its rules and regulations.

Section 5. Non-Liability of the Directors and Officers. Neither Developer or the directors or officers of the Association shall be personally liable to the owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The lot owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successor and assigns. This indemnification shall include without limitation, indemnification against all cost and expenses (including attorneys' fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

Section 6. Governing Body's Determination Binding. In the event of any dispute or disagreement between any lot owners relating to the Property or any questions of interpretation or application of the provisions of the Declaration or the Rules and Regulations, the determination thereof by the governing body of the Association shall be final and binding on each and all such owners.

Section 7. Developer's Right to Modify, Amend, or Supplement Restrictions and Protective Covenants. Notwithstanding contrary provision of these Restrictions and Protective Covenants, the Developer hereby reserves the right to modify, amend or supplement in whole or in part, any of these Restrictions and Protective Covenants during the development period of the subdivision described herein. For the purpose of this paragraph, "the development period" shall be the date from the execution of these restrictions by the Developer to the date of the recording of the first deed to any lot in the subdivision to any person, firm, or corporation other than the Developer.

Section 8. Invalidation. Invalidation of any one of these Protective Covenants, Conditions, and Restrictions by Judgment or Court Order shall in no way affect the validity of the remaining Protective Covenants, Conditions, and Restrictions.

11/11 WITNESS the signature of Developer by its duly authorized representative as of this  
day of April, 2019.

JT Developers, LLC

An Indiana Corporation

Signature

By:

Title:

Jim Johns

President / manager

STATE OF INDIANA )

COUNTY OF CLARK )

I, a Notary public in and for the state and County aforesaid, do hereby certify that on this 11<sup>th</sup> day of April, 2019, James Johns, William L. Johns of JT DEVELOPERS, LLC appeared before me and before me acknowledged that he executed and delivered the forgoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of JT Developers LLC, An Indiana Corporation.

My commission expires: \_\_\_\_\_



  
Notary Public, State at Large, 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"

Name: Jim Johns

THIS INSTRUMENT PREPARED BY:

JT DEVELOPERS, LLC

5031 Old Vincennes Rd, Floyds Knobs, IN 47119

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WILLIAMS CROSSING SUBDIVISION**

WHEREAS, on June 19, 2019, JT Development Group LLC caused to be filed or record as Instrument No. 201910972 (section 1), Instrument No. 201910973 (section 2) and Instrument No. 201910974 (section 3) in the office of the Recorder of Clark County, Indiana, the plats for the subdivision having the designation Williams Crossing ("Subdivision");

WHEREAS, simultaneously with the filing of the plats for the Subdivision, the Developer caused to be filed of record in the Office of the Recorder of Clark County, Indiana, the Declarations of Covenants, Conditions and Restrictions for Williams Crossing filed of record as Instrument No. 201910976 on June 20, 2019 in the Office of the Recorder of Clark County, Indiana ("Declaration");

WHEREAS, Williams Crossing Homeowners' Association East, Inc. and Williams Crossing Homeowners' Association West, Inc. (the "Association") caused Articles of Incorporation to be filed with the Office of the Indiana Secretary of State on August 23, 2019 and was incorporated on August 23, 2019;

WHEREAS, the Declaration also provide in ARTICLE VII Section 7 that the Developer, may modify, amend or supplement in whole or in part any of these Restrictions and Protective Covenants during the development period of the Subdivision;

WHEREAS, the Development is still under the development period;

NOW, THEREFORE, the undersigned, being the Developer and a member of the Association, does hereby amend the Declaration as authorized by Article VII Section 7 of said Restrictions, as follows:

1. The name of the Developer is to be corrected to JT Development Group, LLC
2. **ARTICLE I.** Section 1 Shall be and is hereby amended by adding Plat Book 17, Page numbers 88, 89 and 90 and respectively Instrument numbers 201910972, 201910973 and 201910974.
3. **ARTICLE II.** Section 2 D Shall be and is hereby amended to read: Upon conversion of Class B membership to Class A membership, Developer shall turn over all funds received less expenses in the Association(s) account at the time of conversion.
4. **ARTICLE II.** Section 4 Shall be amended to read: The Associations shall commence as incorporated entities. The Associations may take the action of appointing a Board of Directors to act on behalf of the Association, and set forth bylaws to guide the Association and/or its Directors. The First meeting of the Associations (independently East and West) shall be held within sixty (60) days of the first (1) day of January of the year following the date when the Developer, or its successors or assigns, shall cease to be a Class B Member.
5. **ATTICLE IV.** Section 3 A Shall be and is hereby amended to read: The maximum annual assessment for the East side shall be One Hundred Fifty Dollars and No Cents (\$150.00), the maximum assessment for the West side shall be Two Hundred Fifty Dollars and No Cents (\$250.00), payable in annual installments as provided in Section 6 below. The maximum annual assessment may not be increased in any one year by more that ten percent (10%) of the maximum assessment for the previous year without an affirmative vote of a majority of each class of members pursuant to the Associations rules and regulations.

202003730 AMEND  
02/19/2020 02:14:46P 3 PGS  
\$25.00  
Terry Conway  
Clark County Recorder IN  
Recorded as Presented

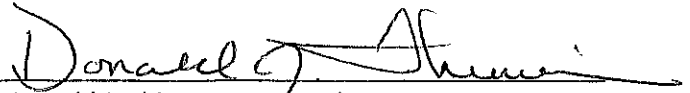
6. ARTICLE V. Section 3 D iii Shall be amended to change 6 a.m. to read 6 p.m.
7. ARTICLE V. Section 4 B Shall be amended to change 9other to read other.
8. ARTICLE V. Section 6 A Shall be amended to change his residence to read his/her residence.
9. ARTICLE VI. Section 2 Shall be amended to change both all developers to read both members of JT Development Group LLC.
10. ARTICLE VI. Section 3 A shall be changed to one thousand four hundred (1,400) square feet; (Section 1 & 3)
11. ARTICLE VI. Section 6 B and C shall have the duplicated B and C removed.
12. ARTICLE VI. Section 9 shall be amended to change 7 inches vertical to 6 inches vertical.
13. Amend the Declaration to recognize page 18 was signed as JT Development Group LLC by Jim Johns, Member.
14. All capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Declarations of Covenants, Conditions and Restrictions for the Subdivision.
15. The terms and conditions of the Declaration shall remain in full force and effect, except as expressly modified herein. To the extent there are any irreconcilable conflicts between the terms of the Declaration and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, Williams Crossing Homeowners Association East, Inc., and Williams Crossing Homeowners Association West, Inc. both Indiana non-profit corporations, pursuant to the authority of their respective Articles of Incorporation and By-Laws, and the unanimous consent of its Members, has caused this document to be executed for and on its behalf by all of its member(s) this 17th day of February, 2020.

Williams Crossing Homeowners Association East, Inc.,  
an Indiana non-profit corporation

Williams Crossing Homeowners Association West, Inc.,  
an Indiana non-profit corporation

By: JT Development Group LLC, and Indiana Limited  
Liability company

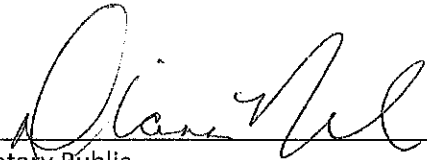
By:   
Donald J. Thieneman, Member

STATE OF INDIANA

COUNTY OF FLOYD

Before me, the undersigned, a Notary Public in and for said County and State, this 19<sup>th</sup> day of February, 2020 came Donald J Thieneman, Member of JT Development Group, LLC, and Indiana limited liability company, being member of Williams Crossing Homeowners Association East, Inc., and Williams Crossing Homeowners Association West, Inc., both Indiana non-profit companies, and acknowledged the execution of the above and foregoing Amendment for and on behalf of said corporations.

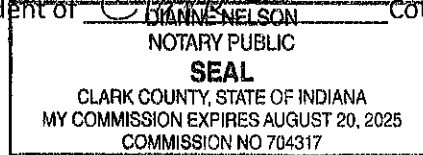
Witness my hand and notarial seal.

  
\_\_\_\_\_  
Notary Public

My commission expires:

8-20-25

Dianne Nelson  
\_\_\_\_\_  
Printed Name  
Resident of Clark County, Indiana



I affirm, under the penalties of 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:

JT DEVELOPMENT GROUP, LLC  
5031 Old Vincennes Road  
Floyds Knobs, IN 47119  
(812) 923-0771