

**CONDITIONS, RESTRICTIONS, RESERVATIONS AND
PROTECTIVE COVENANTS**
for
WYNGATE WEST



THE UNDERSIGNED BARRINGTON CUSTOM HOMES, LLC, an Indiana limited liability company ("Developer"), is the owner and subdivider of that certain subdivision (the "Subdivision") to be known as Wyngate West Lot 39 in Wyngate Subdivision Section "A", Replat of Lots 17, 18, and 39, a Planned

Residential Unit Development, as per plat thereof, recorded as Document Number

2018R-006004 in the Office of the Recorder of Warrick County, Indiana and being Part

of Section 34, Township 6South, Range 9 West, in Warrick County, Indiana, and more

particularly described as follows:

Commencing at a 6" x 6" Stone at the Southwest Corner of the Northeast Quarter of

the Northeast Quarter of said Section 34, also being the southwest corner of Wyngate

Section "A", as per plat thereof, recorded as Document Number 2001R-011586 in the

Office of said Recorder; thence along the west line of said Quarter Section and

a west line of said Wyngate Section "A", North 00 Degrees 27 Minutes 50 Seconds

East 264.95 feet; thence continue along said Wyngate Section "A", the next (4) calls:

North 68 Degrees 38 Minutes 26 Seconds West 241.21 feet to the centerline of State

Road 261 and the beginning of a curve to the right having a central angle of 01 Degree

27 Minutes 32 Seconds, a radius of 11,362.39 feet, from which the chord bears North

30 Degrees 10 Minutes 59 Seconds East 289.33 feet; thence along the arc of said

curve 289.34 feet to the beginning of a curve to the right having a central angle of

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03Degrees 55 Minutes 31 Seconds, a radius of 1552.55 feet, from which the chord bears North 31Degrees 24 Minutes 58 Seconds East 106.34 feet; thence along the arc of said curve 106.36 feet; thence South 71 Degrees 25 Minutes 13 Seconds East 31.06 feet to the northwest Corner of Lot 39 in said Wyngate Subdivision Section "A", Replat of Lots 17, 18 and 39 and being the point of beginning; thence along the northern line of said Lot 39, South 71 Degrees 25 Minutes 13 Seconds East 203.40 feet to the northeast corner of said Lot 39; thence along the east line of said Lot 39 the next (3) calls: South 01 Degree 07 Minutes 01 Second East 112.58 feet; thence South 37Degrees 13 Minutes 09 Seconds West 75.94 feet; thence South 52 Degrees 46 Minutes 51 Seconds East 119.23 feet to the southeast corner of said Lot 39 and the northerly Right-of-Way of Wyngate Circle; thence along said Northerly Right-of-Way and the North Right-of-Way of Wyngate Drive the next (7) calls: South 37 Degrees 13 Minutes 09 Seconds West 63.62 feet to the beginning of a curve to the right having a central angle of 58 Degrees 19 Minutes 16 Seconds, a radius of 15.00 feet, from which the chord bears South 66 Degrees 22 Minutes 47 Seconds West 14.62 feet; thence along the arc of said curve 15.27 feet; thence North 84 Degrees 27 Minutes 36 Seconds West 197.50 feet to the beginning of a curve to the right having a central angle of 25Degrees 23 Minutes 40 Seconds, a radius of 75.00 feet, from which the chord bears North 71Degrees 45 Minutes 45 Seconds West 32.97 feet; thence along the arc of said curve 33.24 feet; thence North 59 Degrees 03 Minutes 55 Seconds West 35.15 feet; thence North 68 Degrees 38 Minutes 26 Seconds West 77.34 feet to the beginning of a curve to the right having a central angle of 99 Degrees 01 Minute 06 Seconds, a radius of 25.00 feet, from which the chord bears North 19 Degrees 07

Minutes 53 Seconds West 38.03 feet; thence along the arc of said curve 43.20 feet to the East Right-of-Way of State Road 261 and the beginning of a curve to the left having a central angle of 00 Degrees 55 Minutes 28 Seconds, a radius of 11,392.39 feet, from which the chord bears North 29 Degrees 54 Minutes 56 Seconds East 183.81 feet; thence along the arc of said curve 183.81 feet to the beginning of a curve to the right having a central angle of 04 Degrees 13 Minutes 25 Seconds, a radius of 1,522.55 feet, from which the chord bears North 31 Degrees 33 Minutes 55 Seconds East 112.21 feet; thence along the arc of said curve 112.24 feet to the point of beginning, containing 2.12 acres, more or less.

Subject to the 15-foot Ameritech Easement Recorded as Document Number 1995R-009421 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to existing easements per Plat of Wyngate Subdivision Section "A", recorded in Document number 2001R-011586 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to existing easements per Plat of Wyngate Subdivision Section "A", Replat of Lots 17, 18, and 39, recorded in Document number 2018R-006004 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to an Ameritech Indiana Easement recorded in Document Number 2002R-001783 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to all other easements, rights-of-way, and use restrictions of record.

Also, Subject to all building and use restrictions of record and all existing easements, highways and right-of-ways.

The Developer does hereby make adopt and establish the following conditions, restrictions, reservations and protective covenants (collectively, the "Covenants") for the use and occupancy of the anticipated seven (7) lots to be platted (each a "Lot") and currently situated within the boundaries of the Subdivision, which Covenants shall run with the title to said real estate and shall be binding upon all owners of Lots within the

boundaries of the above-described Subdivision, to-wit:

1. RESIDENTIAL USE. All Lots shall be known and described as and used only for residential purposes and shall not be used for any business, commercial or industrial purposes or utilized for vehicular access to adjoining property.

2. CONSTRUCTION OF BUILDING. Every dwelling (exclusive of porch, breezeway, garage and basement,) must contain not less than the following living area on the floor or floors indicated:

A one (1) story house must be at least one thousand eight hundred (1,800) square feet;

A one and one-half (1-1/2) story or a two (2) story or a two and one-half (2-1/2) story dwelling, must be at least one thousand five hundred (1,500) square feet of living area on the first floor with a minimum total of two thousand and three hundred, (2,300) square feet.

No dwelling shall be erected upon any Lot in the Subdivision except in the following manner: The exterior finish must be composed of brick, stone or stucco-like material. Aluminum, wood, concrete composite material or vinyl clad, cannot compose more than 30% of the exterior finish. Any deviation from this restriction must be reviewed by the Architectural Committee.

Each residence shall include a garage of the "attached" type, constructed in such a manner as to be an integral part of the residential structure which may be constructed on each of the anticipated seven (7) Lots, unless otherwise approved in writing prior to construction by the Architectural Committee (as defined in Section 4 below), and such garages shall be sufficient to accommodate not less than two (2), nor more than four (4) automobiles and/or recreational vehicles. All garages constructed in the Subdivision shall be of the "enclosed" type, in conformity with the foregoing requirements, and no carports shall be permitted to be constructed in the Subdivision.

The roof pitch of every dwelling must not be less than six (6) inches vertical for every twelve (12) inches horizontal from front elevation.

3. CONSTRUCTION PROCESS. The construction of the dwelling, together with landscaping, shall be completed within one (1) year from the date of commencement of such construction of said dwelling, provided that the Architectural Committee may extend the time for completion of construction

due to causes beyond the reasonable control of the contractor, builder or owner. Within a reasonable time after the completion of construction the Lot shall be graded, seeded and mulched and a good turf shall be established and thereafter maintained.

4. ARCHITECTURAL COMMITTEE. All construction and related activity in the Subdivision shall be subject to the prior approval of the Architectural Committee, hereinafter referred to as the "Committee." The Developer and/or a representative or representatives designated by Developer from time to time shall constitute the initial members of the Committee.

No building structure or appurtenance, including, but not limited to, any residence, garage, porch, breezeway, fence, driveway, wall, patio, solar collector or other similar structure or appurtenance, shall be commenced, constructed, or erected, placed or altered on any Lot in the Subdivision until complete construction plans and specifications for all such construction or alteration are approved by the Developer or Committee, which plans and specifications shall include, but shall not be limited to, an accurate architectural drawing of the exterior design of each proposed building or structure and a plot plan showing the proposed location of each building or structure. Outbuildings that match the architectural style and building materials of each respective residence are allowed within the Subdivision, with the approval by the Developer or Committee. No yard barn is allowed within the Subdivision.

In the event the Committee or its designated representative shall fail to approve or disapprove any such plans and specifications within fifteen (15) days after said plans and specifications have been submitted to the Committee and a written receipt therefore executed by a member of the Committee or its representative, such covenants shall be deemed to have been fully complied with and said plans and specifications approved. In the event any such plans and specifications are disapproved in whole or in part by the Committee, the Committee shall notify the submitting party in writing as to the reasons for such disapproval, and such plans and specifications, after modification, shall be resubmitted to the Committee for final approval, and the committee shall approve or disapprove such modified plans and specifications within fifteen (15) days, and in the event of the failure of the Committee so to act within said fifteen (15) day period, said plans and specifications shall be deemed to have been approved as modified.

The Committee shall have the right to make on-site inspection of any and all structures during the construction

period. If any construction or alteration is in any manner at variance with the plans and specifications as approved by the Committee, the Committee may, at its option, halt such construction or alteration until the same is brought into compliance with the approved plans and specifications.

In the event of the written resignation of the Developer, its successors and/or assigns, prior to the expiration of the period of existence of the Committee hereinafter specified, the Committee shall be composed of three (3) members who are owners of Lots in the Subdivision and who are elected from time to time by a majority vote of the members of the Property Owners' Association (as defined in Section 23 below). The Committee so elected may act by majority vote of its members and/or may act through a representative or representatives designated by a majority of the members of the Committee and authorized by said Committee to exercise some or all of the powers of the Committee herein set forth.

The powers and duties of the Committee and/or its designated successors or representatives shall cease twenty-five (25) years following the date of the recording of these Covenants, unless prior to said date a written instrument shall be executed by the then record owners of a majority of the Lots in the Subdivision and duly recorded, extending the period of existence of the Committee and appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee.

5. BUILDING LINES. Please refer to recorded plat of the Subdivision for all building line restrictions.

6. EASEMENTS. Public utility easements are reserved in the Subdivision for the erection, construction, maintenance and use of sewer, drain, gas, water, cable TV, telephone, electrical and any other similar or like utilities, and certain easements designated for surface water drainage. Such easements are located upon the Lots at the location and are the widths as more particularly shown on the recorded plat of the Subdivision and marked as "Public Utility Easement" or "Public Utility and Drainage Easement." No building, structure, planting or other obstruction shall be placed on or within or be permitted to remain on or within any such easement, which may damage or interfere with the installation and maintenance of utility facilities or which may change the direction of or obstruct or retard the flow of surface water through the drainage channels in the easements. Each such easement area shall be kept clean and maintained continuously by the owner of each Lot upon which any such easement is located.

7. APPEARANCE OF LOTS. Each Lot shall be kept

clean and free of weeds, high grass and other objectionable matter at all times by the owner thereof. In the event any lot is not kept and maintained in an orderly manner by the owner, the Developer or its assigns, the Committee and/or the Property Owners' Association shall have the right to cause such maintenance to be performed at the expense of the owner of such Lot, and such owner shall be required to reimburse Developer, the Committee or the Property Owners' Association, as the case may be, for the costs incurred in connection with such maintenance within ten (10) days from the date such Lot owner is presented with a statement for the cost of such work, which statement shall be payable with interest at the rate of fifteen percent (15%) per annum until paid and with attorneys' fees. In the event Developer relinquishes its rights or shall no longer own any Lot in the Subdivision, the rights under these covenants and restrictions shall be exercised by the Committee and/or the Property Owners' Association.

8. NO TEMPORARY STRUCTURES. No temporary structure, such as a trailer, mobile home, tent, shack, barn, boat, recreational vehicle shall be placed upon any Lot.

9. SANITARY SEWER. The sewer system constructed in the Subdivision is a sanitary sewer only. All plumbing located in any basements or below ground level floors shall be connected to an appropriate pump to direct the discharge from such plumbing to the sewer. No surface water, wall perimeter tile drainage or down spout drainage may be directed to the sanitary sewer.

10. DRAINAGE. The existing natural drainage courses and man-made drainage facilities in the Subdivision shall not be altered. It shall be the obligation of the owner of each Lot to keep and maintain a natural or man-made drainage course or facility located on such Lot or site clean, open and unobstructed.

11. DOWN SPOUT DRAINAGE. Any down spout or foundation drainage, if drained to the street, must be discharged at a level above the guttering and must not be discharged in a manner which could cause erosion under the gutter or street. All such water so discharged shall be rain or subterranean water only, and may not contain laundry water or overflow waste effluents.

12. POSTAL BOX. To ensure consistency, the Developer and/or Committee will determine the type and style of all mail/newspaper boxes to be used within the Subdivision.

13. FENCES, WALLS, SHRUBS AND TREES. No fence or wall shall be erected on any Lot nearer to the street than the rear wall of the dwelling, except retaining walls or decorative fencing which have received the prior written approval of the

Committee. Fences, walls or hedges running parallel with or extending behind the rear wall of a dwelling shall be in harmony with the architectural character of the Subdivision. No chain-link fences will be permitted. Trees, shrubs and other plantings shall be planted and maintained in such manner as not to create a traffic safety hazard or distract from the appearance of the Subdivision. Homeowners desiring to install a fence upon a Lot will be required to have the fence specifications and the location of the fence, approved by the Developer.

14. DRIVEWAYS. All driveways, walks and patios for their entire length and width shall be paved with poured concrete from the street right-of-way to the garage.

15. PARKING OF VEHICLES. No vehicles shall be regularly or habitually parked upon any street in the Subdivision. Each Lot shall have adequate facilities for off-street parking for all vehicles regularly kept upon the premises.

No trucks or commercial-type vehicles nor more than two (2) automobiles shall be regularly or habitually parked in the driveway of any Lot. No camper, boat, motor home, recreational vehicle, commercial truck, inoperative vehicles or other such vehicles shall be regularly or habitually parked upon any Lot or premises in the Subdivision, unless parked within an enclosed garage.

16. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except one (1) sign of not more than five (5) square feet in area when required for advertising the property for sale. Each Lot owner may display a marker marking only his name and address. Following the construction of the house, no sign or signs advertising products, services, professions or facilities shall be displayed on any Lot at any time, unless approved by the Developer in writing.

17. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Animal yards, quarters, or pens shall be screened from the view of adjacent yards and/or streets.

18. NUISANCES. No noxious or offensive activities shall be carried on upon any Lot in the Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the residents of the Subdivision. No Lot shall be used for the storage of any property or thing that will cause the Lot to appear unclean or untidy, nor shall any substance, thing or material be kept upon any Lot that will emit fire or obnoxious odors or that will cause any noise or other effect which would disturb the peace, quiet, comfort or serenity

of any resident of the Subdivision or in any way violate the Town of Newburgh noise ordinance.

19. SIDEWALKS. It shall be the responsibility of all Lots owners to construct the sidewalks in a timely fashion. Sidewalks must be four (4) feet wide, four (4) inches thick, with a one (1) inch slope toward the street and separated from the back of curb by four (4) feet.

20 FIREARMS. There shall be no hunting with firearms or other weapons within the Subdivision. No firearms shall be discharged within the Subdivision.

21. GARBAGE AND REFUSE DISPOSAL. Each Lot owner shall keep the Lot free of garbage, sewage, ashes, rubbish, bottles, cans, waste matter and other refuse. Accumulated trash, garbage or other waste or debris shall be kept in sanitary containers out of sight and shall be disposed of in a timely manner. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be kept in such a manner as to avoid an unsightly appearance within the Subdivision. All residential structures are required to tap into the Newburgh Municipal Sewage System.

22. PROHIBITED APPURTENANCES. Antennas, solar collectors, and similar devices shall be prohibited, unless they are located and/or screened so as not to be fully visible from the street or from other Lots and have been approved prior to construction or erection by the Architectural Committee. No outdoor clotheslines will be permitted.

23. PROPERTY OWNERS' ASSOCIATION. Not later than the date that Developers shall have sold a majority of the Lots as initially platted in the Subdivision, the homeowners/Lot owners may choose to form an Indiana not-for-profit corporation, to be known as "Wyngate West Property Owners' Association, Inc." (the "Property Owners' Association"). The purpose of said Association shall be to maintain the entrance landscaping, entrance streetlights, entrance and right-of-way along Highway 261 and any other common areas or facilities; for the enforcement of the terms and provisions of these covenants and restrictions; and for such other purposes as may be from time to time authorized by the by-laws of the Association and/or the members thereof. For the purposes hereof and for the purposes of assessment of so-called common area charges, the term "common area" shall mean any portion of the real estate lying within the boundaries of the Subdivision which does not lie within the boundaries of a Lot as initially platted in said Subdivision. The care and maintenance of any public utility and/or drainage easement and any unpaved portion

of the street right-of-way lying within the boundary lines (and the extensions thereof) of any Lot shall be the responsibility of the owner of such Lot, and shall not be deemed to be common areas.

24. MEMBERSHIP IN ASSOCIATION. All owners of Lots in the Subdivision shall automatically be members of the Association and shall be subject to the terms and provisions of the Articles of Incorporation and by-laws of said Association and any rules, regulations, restrictions, obligations and assessments provided for therein and/or herein.

The Developer shall also be a Member of the Association so long as the Developer owns one or more Lots within the Subdivision even though such Lots may be exempt from assessment. The foregoing is not intended to include persons or entities that hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

25. VOTING RIGHTS. There shall be two (2) classes of voting membership in the Association:

A. Class A Members will be all those Members other than the Developer. Class A Members will be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the persons holding such interest shall determine between themselves, provided that in no event shall more than one vote be cast with respect to any Lot.

B. Class B Members shall be Developer, or its successors or assigns, and shall be entitled to two votes for each Lot owned, provided that the Unit on the Lot owned by Developer is neither leased, rented nor otherwise occupied as a residence. Leasing, renting or allowing entry for residential occupancy shall terminate the Developer's weighted voting advantage in relation to any Lot on which a Unit is leased, rented or occupied as a residence, and will limit Developer in relation to any such Lots to the same voting rights as a Class A Member. The Class B membership shall cease and be converted to Class A membership on the occurrence of any of the following events, whichever happens earliest:

(i) one hundred twenty (120) days after ninety (90%) of the Lots in the Subdivision have been

- conveyed to Lot purchasers; or
- (ii) December 31, 2034; or
 - (iii) when voluntarily terminated by Developer by a writing delivered to the Secretary of the Property Owners' Association.

Initially, the owner of each Lot as originally platted in the Subdivision shall be entitled to one (1) vote with respect to any required or permitted action of the Property Owners' Association; provided, however, that in the event one (1) or more Lots or parts of one (1) or more Lots in the Subdivision as originally platted are combined for use as a single building site, the owner of such building site shall be entitled to one (1) vote in all matters pertaining to the Association, regardless of the fact that such building site consists of one (1) or more or parts of one or more Lots as originally platted, it being the intent that the owner of the building site of each residence (regardless of the number of Lots that compose such building site) be entitled to one (1) vote in all matters pertaining to the Property Owners' Association.

26. COMMON MAINTENANCE EXPENSES AND ASSESSMENTS. Each owner of a Lot in the Subdivision shall be obligated for and shall be responsible to pay his proportionate share of any right-of-ways, drainage easements or designated common area maintenance or other expenses in that proportion which such owner's voting rights with respect to Property Owners' Association matters bears to the total voting rights of all members of said Association, as herein above set forth, regardless of whether said Association shall yet have been formed. Such owner's liability or obligation for such common expenses shall commence upon the date that such owner acquires title to a Lot in the Subdivision, regardless of whether or when such owner shall commence construction upon such Lot. Provided, however, the Developer shall only be considered to own one Lot when calculating the Developer's share of common area expenses except for any Lot owned by Developer with a completed dwelling which is leased by Developer for residential occupancy. Each Lot owned and leased by Developer shall count separately as part of Developer's liability for a portion of the common area expenses. For example: If Developer owns 12 total Lots and 3 of those Lots include a completed dwelling leased by the Developer, the Developer shall be deemed to own 4 Lots when determining the Developer's proportionate liability for common area expenses.

Permissible common area costs and charges assessable against and payable by the owners of Lots in the Subdivision shall include, but shall not be limited to, utility expenses, as well

as maintenance and upkeep of the entrance area, right of ways, drainage easements, nature preserve and a proportionate share of the maintenance of "common area" within the Subdivision.

The costs thereof to be payable by and assessable against the owner of each Lot in the Subdivision in proportion to such owner's voting rights in the Property Owners' Association, as herein above provided, regardless of whether such Association shall have yet been formed. Prior to the formation of the Property Owners' Association, Developer may pay the costs in connection with any such common charges and, in such event, shall be entitled to reimbursement from the owners of any Lots in the Subdivision in the same manner as is herein provided with respect to the Association.

Any common costs or charges and assessments by the Association against any Lot in the Subdivision for such purposes shall constitute a lien upon said Lot, enforceable by the Association with interest thereon at the rate of fifteen percent (15%) per annum, with reasonable attorneys' fees; provided however, that any such lien of any bona fide recorded mortgage covering said Lot.

27. ENFORCEMENT OF RESTRICTIONS. These covenants shall inure to the benefit of the Developer, the Committee, the Property Owners' Association and all owners of Lots in the Subdivision jointly and severally. Any of said parties or entities, jointly or severally, shall have the absolute right to enforce any or all of the restrictions, covenants and conditions set out herein and/or as the same may be from time to time changed or amended, as above provided, by proceeding in any court of law or equity, by injunction or other appropriate remedy to enforce performance and/or restrain violation of any such covenant or restriction, or to pursue any other remedy to which they or any of them may be entitled, and said parties shall have the right to collect from the party or parties violating or threatening to violate any such condition, covenant or restriction, either jointly or severally, any and all damages, costs, expenses and reasonable attorneys' fees resulting from any such court action, said attorneys' fees to be fixed by the court hearing said matter. Notwithstanding the foregoing provisions hereof which might be construed to the contrary, Developer, the Committee, the Association and the owner of any Lot in the Subdivision shall have the right to enforce said covenants, conditions and restrictions without proof of pecuniary damage to his, its or their own property in the Subdivision.

28. ACCEPTANCE OF RESTRICTIONS. The acceptance of a deed or other contract or instruments of conveyance transferring title to any Lot in the Subdivision by any person or

entity shall constitute an acceptance and affirmance by such person or entity of each and all of the conditions, covenants and restrictions herein set forth, regardless of whether the same be set out or specified in such instrument of conveyance.

29. DEVELOPER'S LIABILITY. Developer, its successors or assigns, shall not be liable to any Lot owner, their successors or assigns, their families, friends, guests or invitees, for injury or damages occurring because of the condition of any street, easement, right-of-way or common area in the Subdivision.

30. CURING AMBIGUITY IN RESTRICTIONS. The Developer reserves and shall have the sole right to amend the Covenants for the purpose of curing any ambiguity in or any inconsistency between the provisions hereof; to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Subdivision which do not lower the standards of the Covenants; and/or to release any residential Lot from any part of the covenants and restrictions violated if Developer, in its sole and subjective judgment, determine such violation to be minimal in nature and not detrimental to the Subdivision and/or its residents.

31. SEVERABILITY OF COVENANTS. The severance, invalidity, abandonment or waiver of any one or more of the terms and conditions of the foregoing Covenants by judgment or order of a court shall in no way affect any of the other terms and conditions of the Covenants herein set forth, all of which shall remain in full force and effect.

32. TERMINATION AND AMENDMENT OF RESTRICTIONS. The conditions, restrictions, reservations and covenants herein contained shall run with the title to the land and shall be binding upon all parties owning or claiming any interest in any Lot in the Subdivision and upon all persons claiming under or through them for a period of twenty-five (25) years from the date of recording hereof, after which time said conditions, restrictions, reservations and covenants shall be automatically extended for successive periods of ten (10) years each, unless a written instrument, signed and acknowledged by the owners of a majority of all the Lots in the Subdivision is recorded prior to the twenty-fifth (25th) anniversary date of said recording with the Recorder of Warrick County, Indiana, abrogating or modifying the same, in whole or in part, to the extent therein set forth. Any amendments to these Covenants shall be subject to the voting requirements set forth in Section 25 above. After having been so extended to ten (10) successive periods, said covenants shall cease and terminate and no longer be of any force or effect.

Notwithstanding the foregoing, the conditions, restrictions, reservations and covenants contained herein may be amended or waived at any time upon the written agreement of all of the owners of Lots in the Subdivision, and such amendment or waiver shall be duly signed and acknowledged by such owners and placed of record in the Recorder's Office of Warrick County, Indiana.

The undersigned persons executing this instrument on behalf of Barrington Custom Homes LLC, represent and certify that they are duly elected Members or authorized representatives of the company and have been fully empowered, by proper resolution of the Members of the limited liability company, to execute and deliver this instrument; that said company has full capacity to enter into this declaration of covenants and restrictions; and all necessary company action has been taken and done.

[Signature page follows]

IN WITNESS WHEREOF, Barrington Custom Homes, LLC., has set its hand and seal this 13 day of DECEMBER, 2024.

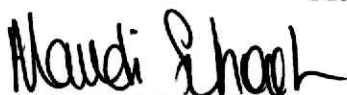
"Developer"
Barrington Custom Homes, LLC

By



Aaron M. Miller, Member

ATTEST:



STATE OF INDIANA:

SS:

COUNTY OF WARRICK:

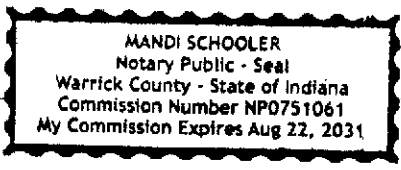
Before me, a Notary Public in and for said county and state, personally appeared Aaron M. Miller, Member, of Barrington

Custom Homes, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument for and on behalf of said company, and who, having been duly sworn, state that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 13th day of December, 2024.

Mandi Schooler

Notary Public



My commission expires:

This instrument prepared by Barrington Custom Homes, LLC. by Aaron M. Miller, Member. I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

[Aaron M. Miller]