

DECLARATION OF COVENANTS
GOVERNING
KENSINGTON SUBDIVISION

E & R Construction, Inc., being the owner and developer of the real estate contained within the boundaries of Kensington Subdivision as the same is recorded in the records of the Vigo County Recorder's Office.

The real estate which is hereby made and shall henceforth be subject to these protective covenants and restrictions as herein set forth is the real estate in Kensington Subdivision, and which real estate is located in Harrison Township, Vigo County, Indiana, is more particularly described as follows, to-wit:

Kensington Subdivision, a Subdivision of a part of the Southwest quarter of Section 35; Township 12 North; Range 9 West; of Harrison Township; Vigo County, Indiana; and more precisely described as follows: Beginning at a point 808.5 feet West of the Southeast corner of the Southwest quarter, of Section 35, Township 12 North, Range 9 West; thence running N-00-07'-W a distance of 1,334.0 feet; thence West 818.34 feet; thence S-00-04'-E 634.0-feet; thence East 504.5 feet; thence S-00-04'-E 700.0 feet; thence East 315.0 feet to the point of beginning.

Containing 16.98 acres more or less.

E & R Construction desires to subject said real estate to the following covenants and restrictions which covenants and restrictions shall apply to and bind the owners thereof, their successors in interest, grantees and assigns of whatever nature, and shall be held, transferred, sold or otherwise conveyed subject to said following said covenants and restrictions:

1. No structure shall be erected, placed or altered on any building area in said Subdivision until the plans, specifications, and plot plan showing such building area have been approved in writing, as to conformity and harmony of external design in keeping with the high standards of the Subdivision and as to location of the structures with respect to the topography of the ground and finished ground elevation, by E & R Construction, Inc.. E & R Construction, Inc. or its designated representative, in keeping with high quality standards of construction and to effect continuity of construction, shall have the right to approve or disapprove in writing the building contractor of each structure.

In the event that E & R Construction, Inc. shall be unable to act, James D. Rinehart shall have all of the powers outlined herein. If E & R Construction, Inc. or its designated representative shall fail to approve or disapprove the plans within thirty (30) days after such

exterior site work and planting and seeding of a lawn.

19. E & R Construction, Inc. or its designated representative may, at its option, cause to be formed the Kensington Home Owners Association, each owner having one vote in decisions, relative to the Association. Each owner of a lot in the Subdivision will be a member of the Kensington Home Owner Association and shall be subject to rules, regulations and assessments adopted by the Home Owners Association.
20. A Kensington Home Owners Association Fee of Five Hundred Dollars (\$500.00) will be paid to the Kensington Home Owners Association Trust Account at closing by the Buyer, of any Lot in the Subdivision for the payment of the following:
 - (A) Maintenance of the Subdivision's drainage system;
 - (B) Maintenance of the Subdivision's erosion control measures;
 - (C) Maintenance and repair of the Subdivision's street lights;
 - (D) Maintenance and repair of the common areas and landscaping;
 - (E) Maintenance and repair or replacement of entrance and other Subdivision signs; and
 - (F) Other maintenance and repair costs for the Subdivision, as determined by E & R Construction, Inc., or its designated representative.

This fee applies to the sale or resale of any lot in the Subdivision. If at any time the Kensington Home Owners Association Trust Account's balance is over Fifty Thousand Dollars (\$50,000.00), the proceeds over the original Thirty-three Thousand Dollars (\$33,000.00) shall be divided equally among the lot owners of the Subdivision at that time.

21. If the parties hereto, or any of them, or their heirs, successors, assigns or representatives shall violate an attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, his representative or assigns, to prosecute any proceedings at law or in equity against the person or persons, violating or attempting to violate any such covenant, and either to prevent him or them from so doing and to recover damages, reasonable attorney fees, and other dues for such violation, including all costs of said prosecution.
22. E & R Construction, Inc. or its designated representative shall have the right to amend this Declaration of Covenants until January 1, 1997 without the consent of the owners of said lots in the Subdivision.

23. These covenants are to run with the land and shall be binding as to all parties and all persons claiming under them until January 1, 2004, at which time said covenants shall be automatically extended for successive periods of five (5) years unless by vote of a majority of the owners of the building areas covered by these covenants it is agreed to change said covenants.

IN WITNESS WHEREOF, We have affixed our signatures this 22 day of December, 1993.

E & R CONSTRUCTION, INC.,
AN INDIANA CORPORATION

James D. Rinehart
James D. Rinehart, President

ATTEST:

Donald R. Eyler
Donald R. Eyler, Secretary

STATE OF INDIANA)
)SS:
COUNTY OF VIGO)

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of December, 1993, personally appeared James D. Rinehart and Donald R. Eyler, President and Secretary respectively, of E & R Construction, Inc., an Indiana Corporation, and acknowledged the execution of the foregoing Declaration of Covenants Governing Kensington Subdivision as their free and voluntary act and deed.

Mary Lou Wills (MARY LOU WILLS)
Notary Public

My County of Residence
Switzerland

My Commission Expires
7-18-94

This instrument was prepared by Richard J. Shagley, Attorney at Law, 500 Ohio Street, P.O. Box 8448, Terre Haute, IN 47808-8448.