

Amended Declaration of Covenants
Governing
Amber Wood Estates

Misc Records of 1994

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Robertson Homes, being the owner and developer of the real estate contained within the boundaries of Amber Wood Estates as the same is recorded in the records of the Vigo County Records 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 Amber Wood Estates, and which real estate is located in Harrison Township, Vigo County, Indiana, is more particularly described as follows, to wit;

Commencing at the Southeast corner of the South half of Northeast quarter of the Southwest quarter of section 35, Township 12 North, Range 9 West, Harrison Township, Vigo County, Indiana; North 172.52 feet to Place of Beginning; North 89 degrees 53 minutes West, 345 feet; South 172.54 feet; North 89 degrees 53 minutes West, 981.30 feet; North 332.54 feet; South 89 degrees 53 minutes east, 981.30 feet; South 140 feet; South 89 degrees 53 minutes East, 150.0 feet; North 60 feet; South 89 degrees 53 minutes East, 195 feet; South 80 feet to Place of Beginning and containing 7.919 acres more or less.

As the owner and developer, Robertson Homes 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 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 Amber Wood Estates 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 Amber Wood Estates and as to location of the structures with respect to the topography of the ground and finished ground elevations, by Robertson Homes. Robertson Homes 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 the building contractor and subcontractors of each structure. Such approval or disapproval shall be conveyed in writing.
In the event that Robertson Homes shall be unable to act, William T. Robertson Jr. or Julie A. Robertson or their designated representative shall have all of the powers outlined herein. If Robertson Homes or its designated representative shall fail to approve or disapprove the plans within thirty (30) days after such plans have been submitted, no such approval shall be required.

2. No professional office, business, trade or commercial activity of any kind shall be conducted in any building or on any portion of the property covered by these covenants, except as specifically permitted hereby.
3. All lots in said Amber Wood Estates are hereby designated to be residential lots and shall be used only for residential purposes.
4. No structure shall be permitted to remain on any lot in said Amber Wood Estates other than a single family dwelling house and a private garage for not less than two automobiles erected as an integral part of the dwelling building or attached to the dwelling by a covered breezeway or porch. Storage buildings are allowed providing that they are constructed of wood, color coordinated to match dwelling house, no smaller than 8' x 10', no larger than 12' x 16', no taller than 10', single story, non-residential and must be approved by Robertson Homes or its designated representative. Storage buildings must be maintained in keeping with the high standards of the Subdivision. Tree houses, play houses, exposed clothes lines, exposed garbage can containers, trash barrels, detached garages, or similar structures are prohibited.
5. No trailer, tent, shack, basement, garage, barn or temporary structure shall be used for temporary or permanent residential purposes in Amber Wood Estates. No boat, trailer, mobile home, camper of any kind, commercial vehicle, inoperative vehicle, or the like shall be kept or parked except inside a garage.
6. No building shall be located on any lot nearer to the front, rear, and side building set back lines thereof than the front, rear, and side building lines as shown on the recorded plat of Amber Wood Estates.
7. No obnoxious, offensive, deleterious, or objectionable odors, sounds, lights, or activity of any kind shall be permitted to exist which could be an annoyance or nuisance to Amber Wood Estates or any of the lot owners or residents in Amber Wood Estates.
8. Easements are non-building easements and no structures, fences, or improvements shall be placed upon and easement area within the boundaries of any building area of Amber Wood Estates excepting shrubs and plants which may be located within easement areas provided that said shrubs and plants do not hamper utility use and/or access.
9. Robertson Homes or its duly authorized representative, at its option, will cause to be formed an Amber Wood Estates Home Owners Association with each lot owner having one vote in decisions relative to their function. Each lot owner will be a member of the Amber Wood Estates Home Owners Association and shall be subject to the rules, regulations, and assessments adopted and approved by the Association. Said Association may develop and adopt rules and regulations as deemed appropriate by the majority of lot owners present except that no rules or regulations may negate or detract from the restrictions and covenants established herein.

The Home Owners Association shall and will be responsible for the repair and

maintenance of all common areas to include:

- a. Maintenance and repair of the storm drainage system.
- b. Maintenance and repair of erosion control measures.
- c. Maintenance and repair of the street lights.
- d. Maintenance and repair of common areas and landscaping.
- e. Maintenance and repair of street and entrance signs.
- f. Maintenance and repair of common recreational areas.
- g. Utility bills and fees associated with maintaining common areas and common recreation areas.

To establish a fund for working capital, a fee of two hundred dollars (\$200.00) will be paid to Amber Wood Estates Home Owners Association Trust Fund at closing by the buyer of each and any lot. This fee applies to any subsequent sale, resale, or transfer of title of any lot in Amber Wood Estates. If at any time Amber Wood Estates Home Owners Association Trust Fund account has an excessive operating balance, that amount in excess of the original six thousand two hundred dollars (\$6,200.00) may be divided equally among the lot owners in Amber Wood Estates and disbursed to them, equally. Determining an excessive operating balance and the amounts to be disbursed to each lot owner shall and will be the responsibility of the officers of Amber Wood Estates Home Owners Association.

To maintain funds for working capital, once the Amber Wood Estate Home Owners Association is formed and becomes established by an election of officers from among the lot owners, association officers will establish monthly fees, equal for each lot owner, which will be assessed to each lot and subject to the lien laws of the State of Indiana.

In the event any lot owner does not maintain their lot in a respectable manner, to include yard and driveway maintenance, repair and maintenance of fences, shrub and bush maintenance, and removal of discarded or abandoned property such as to detract from the overall appearance of Amber Wood Estates, said Home Owners Association may, after due notice by certified mail, take such action as deemed appropriate to remedy the unsightly appearance. Costs, to include legal fees, for such remedies shall and will be borne by the lot owner. Said costs will be assessed to the lot owner and be subject to the lien laws of the State of Indiana.

It is specifically declared that the construction, maintenance, and operation of a recreational facility by Amber Wood Estates Home Owners Association, for use by its members and their authorized guests, will not constitute a violation of prohibitions established herein as pertains to commercial activity or enterprises.

10. No residential structure shall be erected, altered, placed, or permitted to remain on any building area contained within the boundaries of Amber Wood Estates, as described herein, unless the same contains not less than one thousand (1,000) square feet of living area, excluding garage, porch, patio, and breezeway. Further, all residential structures shall have no less than ten percent (10%) of exposed exterior vertical surfaces

covered with masonry.

11. Any structure once started, to include ground-breaking, is to be completed within six (6) months from the date of commencement of construction. This provision includes exterior site work, driveways, and planting and/or seeding of a lawn.
12. No fence, wall, or other structure of any kind shall be erected without written approval from Robertson Homes or its designated representative. Only privacy fences will be allowed and said fences shall not be located closer to the road than the front side of the residence and in no case closer to the road than the front set back as established in the recorded plat.
13. No outside, unconcealed television or radio antenna, aerial, disc, or other apparatus intended or designed for reception or transmission of signals may be maintained upon any lot.
14. Only off-street parking is permitted. No vehicular parking will be permitted on the roadway or at any of the circles or cul-de-sacs constructed within Amber Wood Estates. Driveways and driveway entrances shall be constructed of air entrained portland cement concrete. Driveway entrances are to be constructed as depicted on the recorded plat except that which pertains to a twelve (12) feet maximum width is changed to read a twelve (12) feet minimum width, and the twelve (12) inch diameter by twenty (20) feet long corrugated metal pipe (CMP) is changed to read a corrugated pipe (CMP) with minimum diameter of twelve (12) inches is to be installed under each driveway entrance in such a fashion as to not impede the flow of surface water run-off.
15. Privately owned recreation structures, including but not limited to swings, play-ground equipment, and basketball goals shall be constructed in such a manner as to conform and be in harmony with the structure's external design in keeping with the high standards of Amber Wood Estates. Swimming pools must be enclosed with a privacy fence, and any out-buildings for said pool must match the exterior design and construction of the residential dwelling.
16. If the parties hereto, or any of them, or their heirs, successors, assignees, or representatives shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning real property situated in Amber Wood Estates, his representatives or any assignees, 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 doing so and recover damages, reasonable attorney fees, and other dues for such violations, including all costs of said prosecution.
17. Oil drilling, oil or coal development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any the lots situated in Amber Wood Estates, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any of the lot in Amber Wood Estates covered by these covenants.

- 18. No animals or poultry, except common house pets, of any kind shall be maintained, reared, or harbored in Amber Wood Estates. All house pets must be contained in a fenced area and not allowed to be loose. Any and all dog houses, fenced areas, or cages must be approved in writing by Robertson Homes or its designated representative.
- 19. A "building site" may consist of one or more lots or parts of more than one lot, or one lot and parts of other lots. Any building site owned by the same person or persons and combined in use as a building site shall be considered one lot for the purposes of the Home Owners Association dues and fees.
- 20. 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 lot owners in Amber Wood Estates covered by these covenants it is agreed to modify or change these covenants.
- 21. Robertson Homes retains the right to amend, modify, or change these restriction and covenants, without notice or benefit of other lot owners' concurrence, consent, or approval until January 1, 1997.
- 22. No portion of these covenants or restrictions are intended to modify, change, or alter existing zoning laws or regulations. Said laws and regulations, to include the Vigo County Subdivision Control Ordinance, remain in full force and effect.

IN WITNESS WHEREOF: I have affixed my seal and signature this _____ day of _____, 1994.

William L. Robertson Jr.

By: _____
 William L. Robertson Jr., Owner
 Robertson Homes

STATE OF INDIANA)
) SS:
 COUNTY OF VIGO)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 1994, personally appeared William L. Robertson Jr., Owner of Robertson Homes, and acknowledged the execution of the above and foregoing covenants.

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William L. Robertson Jr.

By: _____
 William L. Robertson Jr., Owner
 Robertson Homes

STATE OF INDIANA)
) SS:
 COUNTY OF VIGO)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 1994, personally appeared William L. Robertson Jr., Owner of Robertson Homes, and acknowledged the execution of the above and foregoing covenants.

Restrictive Covenant Notice:

Older Restrictive Covenants sometimes include provisions that are illegal and therefore unenforceable. However, the remaining Restrictive Covenants may be enforceable. Therefore, to fully disclose the information available to prospective purchasers, it is Williams & Associates policy to provide a reproduction of the Restrictive Covenants as they are recorded without comment regarding their legality or enforceability.

Williams & Associates is not responsible for the content of any restrictive covenants.