

Sample of AMENDMENT TO RESTRICTIVE COVENANTS: (PDF File Link)

RESTRICTIONS FOR RAINTREE RIDGE SUBDIVISION

THIS INDENTURE WITNESSETH, that the undersigned, being the sole owner of all lands and lots of Raintree Ridge Subdivision in Clark County, Indiana, as recorded in Plat Book _____, Page _____ in the office of the Recorder of Clark County does hereby publish, declare and impose the following covenants and restrictions upon all real estate described in said plat, for the mutual benefit of all persons and entities who may now or hereafter have any vested interest, legal or equitable, in any of said land within the said subdivision.

1. Terms and Amendments. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until March 31, 2025, at which time such covenants shall automatically be extended for successive periods of ten (10) years, unless an agreement in writing changing or releasing said covenants and restrictions in whole or in part, and signed by the then owners of not less than 51% of the platted lots comprising the subdivision (including all future sections, if any), has been recorded in the Recorder's Office of Clark County, Indiana. Additionally, the undersigned, its successors and assigns, reserves the right to alter or amend these covenants and restrictions during the Development Period of the subdivision. For purposes of these covenants and restrictions, the "Development Period" shall be from the date that these covenants and restriction are executed by the undersigned and until all the sections and lots of the subdivision (including all future sections, if any) are sold to unrelated third parties.

2. Enforcement. If anyone shall violate or attempt to violate any of the covenants herein, any other person or persons having a vested, legal or equitable interest in any of the land in said subdivision (including other sections of the subdivision), to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and to prevent said person or persons from so doing and to recover damages for such violation, including expenses of litigation which shall include reasonable attorneys fees.

In the event that any building construction is done in violation of the plans, specification, materials and colors approved by the Architectural Control Committee, and not corrected within ten (10) days after written notice, then the building contractor and lot owner(s) shall be jointly and severally liable to the Architectural Control Committee for an enforcement fee of \$2,500.00 in addition to injunctive relief, damages and expenses of litigation, including reasonable attorneys fees. Such fee is payable within thirty (30) days of written notice of the violation if such violation has not been corrected or removed within such ten (10) day period.

3. Land Use. All lots or portions thereof shall be used only for single family residential purposes and for no other purpose, except that any lot or portion thereof may be dedicated by the owners thereof as a public street. Notwithstanding the foregoing language, any lot in this subdivision section may be used as a temporary real estate sales office by or on behalf of the undersigned owner so long as the owner is the title holder of any lot in this subdivision (including all future sections).

4. Building Type and Size. All lots in said subdivision shall be subject to the following restrictions: No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family