

10pgp
(M) Harry Hutton

SECOND AMENDED AND RESTATED
RESTRICTIONS AND PROTECTIVE COVENANTS

FOR
COVERED BRIDGE SUBDIVISION

Richard P. Jones
CLARK COUNTY RECORDER
Filed for Record as Presented
I 201306574
C2 Date 04/01/2013
Page 1 of 10
Time 14:32:54
10P

WHEREAS, the COVERED BRIDGE SUBDIVISION REPLAT is recorded in File I 200409780, PB 13/44 C2, at 10:32 a.m., 04/23/2004, and;

WHEREAS, the COVERED BRIDGE SUBDIVISION is recorded in Plat Book 10, Page 49 as Instrument No. 5209, and modified by vacation recorded in Miscellaneous Drawer 26 as Instrument 2034 and the First Edition recorded in Plat Book 10, Page 651 as Instrument No. 2033, all of which are modified by vacation at 11:15 a.m., August 20, 2004, recorded in Miscellaneous File ID Number 200420333, all in the office of the Recorder of Clark County, Indiana, and;

WHEREAS, the Restrictions and Protective Covenants for Covered Bridge Subdivision were recorded in Miscellaneous Drawer 25, as Instrument No. 5210 in the office of the Recorder of Clark County, Indiana on April 13, 1993, in Miscellaneous Drawer 31, as Instrument No. 11352 on May 26, 1999; and First Amended and Restated Restrictions and Protective Covenants recorded in Miscellaneous Drawer ___, as Instrument No. I200800481; and

WHEREAS, these Second Amended and Restated Restrictions and Protective Covenants supersede any and all previously recorded Restrictions and Protective Covenants as amended for Covered Bridge Subdivision;

WHEREAS, The RESTRICTIONS AND PROTECTIVE COVENANTS FOR COVERED BRIDGE SUBDIVISION cover and include the following lots:

Lots One (1) through Sixty-Seven (67); and
Lots One Hundred Seven (107) through Two Hundred Nine (209)

Now, therefore, the owners of at least two-thirds (2/3) of the dwelling units and lot owners in Covered Bridge Subdivision, as the same appears of record in the Office of the Recorder, Clark County, State of Indiana, impose the following amended and restated restrictions and protective covenants on each of the lots numbered One through Sixty-Seven (67) and One Hundred Seven (107) through Two Hundred Nine (209) for the mutual benefit of all persons, firms, entities and corporations who may now, or hereafter, have any vested interest, legal or equitable, in any lot within said subdivision:

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 (1) single family dwelling designed for the occupancy of one (1) family (including any domestic servants living on the premises), not to exceed two and one-half (2 ½) stories in

height, and which shall contain a private attached garage for the sole use of the owner and occupants of said lot.

2. **APPROVAL OF CONSTRUCTION AND LANDSCAPING PLANS:** No improvements shall be erected, placed or altered on any lot until the construction plans and building specifications and an elevation plan showing the following: a) grade elevation (including rear, front and side elevations); b) location of the structure, fence, wall or improvements on said lot; c) the type of exterior material, including, but not limited to roofing materials, and including the delivery of a sample of any building material, if requested; d) the location and size of the driveway; and e) the placement, type and number of plantings shall have been approved in writing by The Association.

No fence or side wall of any nature shall be built or erected in this development without prior written consent and/or approval of The Association, who shall have full and final say concerning construction and/or erection of exterior fences or walls. The Association may vary the established building lines in its sole discretion, when not in conflict with the Clark County Book of Zoning Regulations.

In order to maintain uniformity and the quality of construction within the development, The Association shall approve all general contractors completing residences in said development. The minimum requirement by said Association shall be that the general contractor shall have been in the construction business for a period of five (5) years, and must have constructed and/or supervised the construction of a minimum of twenty (20) homes. The Association, in its discretion, reserves the rights to increase and/or waive the standards of experience.

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 for structures that are one story; and not less than 7 inches vertical for every 12 inches horizontal for structures more than one story.

In addition to the plans referred to herein, a landscape plan shall be submitted to The Association for its written approval, which said plan shall show type, number and placement of trees, shrubs and other plantings. Once approved, the landscaping of said residence shall not change without prior written approval of the Association.

After the construction of the residence, each lot owner shall grade and sod all of the lot, and shall otherwise comply with the landscape plan for such Lot which has been approved in accordance with the provisions of this section. Each lot owner shall thereafter keep and maintain the lot in a neat and attractive and well kept condition satisfactory to The Association.

Each lot owner, excepting those lots owned by the Developer, Court Yard Homeowners, and Carriage Homeowners Sections, shall cause a concrete (or other material approved by The Association in its sole discretion) sidewalk to be constructed on the lot at the location determined and approved by The Association, in accordance with all applicable governmental regulations/requirements, whether or not the lot owner has begun construction on that particular lot in the Subdivision; and the Developer and/or The Association, its successors and/or assigns, hereby reserves a perpetual easement over and through such sidewalk area as constructed ("Sidewalk Easement"). Such sidewalk shall thereafter be maintained in good repair and condition by lot owner, regardless of whether the sidewalk is located on the lot or within a right of way and/or easement adjacent to the lot.

3. **BUILDING MATERIALS:** The exterior building materials of all structures shall extend to ground level and shall be either brick, stone, dri-vet or sto, brick veneer or stone veneer, or a combination of the same.

The Association recognizes, however, that the appearance of other building materials (such as wood, aluminum and vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials. Each lot owner shall provide a driveway to said residence that shall be of a type and specification to be approved in writing by the Association.

4. **SET BACK AND REAR BUILDING LINES:** 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, or allowed by applicable ordinances, except bay windows and steps may project into said areas, and open porches may project also into said areas not more than six (6) feet. Any structure or improvement erected behind the single family residence, which said structural improvement may include, but not be limited to a swimming pool, pool house, gazebo, tennis court, fence or wall, shall not block the view from a neighboring lot and the location and plan must be approved by The Association, and be in accordance with these Restrictions and Protective Covenants and all State/County laws, rules and regulations.

5. **MINIMUM FLOOR AREAS:**

ESTATE HOMES SECTION: (a) The total finished ground floor area of a one (1) story style home shall be a minimum of Two Thousand Two Hundred (2,200) square feet; (b) The total finished floor area of a one and one-half (1 ½) story shall be a minimum of Two Thousand Seven Hundred (2,700) square feet, with a minimum of One Thousand Five Hundred (1,500) square feet on the ground floor; (c) The total finished floor area of a two (2) story home shall be a minimum of Three Thousand (3,000) square feet and the ground floor of said house shall contain a minimum of One Thousand Five Hundred (1,500) square feet. For purposes of determining square footage in the foregoing minimum requirements, finished basement areas, attached garages, open or screened porches shall not be included.

FAIRWAY HOMES, COURT YARD, AND COVERED BRIDGE ROAD (SOUTH SIDE) HOMES SECTIONS: (a) The finished ground floor area of a one (1) story home shall be a minimum of one thousand eight hundred (1,800) square feet; (b) The finished ground floor area of a one and one-half (1 ½) story shall be a minimum of one thousand two hundred (1,200) square feet and the total finished floor area to be a minimum of two thousand two hundred (2,200) square feet; (c) The finished ground floor area of a two (2) story home shall be a minimum of one thousand two hundred (1,200) square feet and the total finished floor area to be a minimum of two thousand four hundred (2,400) square feet. For purposes of determining square footage in the foregoing minimum requirements, finished basement areas, attached garages, open or screened porches shall not be included.

CARRIAGE HOMES SECTION: Plans for minimum floor areas and drainage shall all be submitted to the Architectural Review Board of The Association for approval.

6. **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. Garage/Yard Sales are prohibited.

7. **VEHICLES:** No commercial vehicle of any kind shall be parked or kept on any lot at any time unless housed in a garage or basement. The term "commercial vehicle" as restricted under this section is defined as meaning all vehicles of every kind whatsoever that show or tend to show any commercial markings, signs, displays, equipment, or otherwise indicate a commercial use on the exterior of the vehicle, or any portion thereof. No vehicle which is inoperable or unlicensed shall be habitually or repeatedly parked or kept on any lot (except in a garage) or on any street in the development. No automobile, trailer, boat, truck or any other vehicle shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one month. No vehicle shall habitually be parked on any street or public right-of-way. Campers, buses, motor homes, truck campers, boats, utility trailers and the like are permitted to be parked in the Community for loading and unloading purposes only, and then for a maximum of 24 hours. Parking for longer periods of time may be permitted only with the approval in writing of The Association.

No homeowner's motor vehicle shall be parked anywhere on the property, except on an individual driveway or within a garage. Parking on lawns or landscaped areas or in the street is prohibited.

Passenger automobiles, vans, sport utility vehicles (SUVs), and light pick up trucks with single axle rear wheels of no more than one (1) ton designation, in a presentable condition and which will fit within an enclosed garage, shall be permitted. The term "vans and light pickup trucks" is defined to mean vehicles of no more than one (1) ton or less rated weight carrying capacity and single axle rear wheels.

Any vehicles parked in violation of this Paragraph 7 shall be subject to being towed at the owner's expense.

8. **USE OF OTHER STRUCTURES:** No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or installation/repair contractor, which shall be removed when construction or development is completed.

No structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently. This provision shall not permit the erection of any additional structure on any lot in Covered Bridge Subdivision, without the express consent, and at the sole discretion of The Association.

9. **ANIMALS:** 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 in this geographical area may be kept provided they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pets or leashed and under the control of a responsible person. No more than two (2) household pets are allowed per residence, and no improvement, including, but not limited to, dog runs, pet houses or kennels, may be erected on any lot in this subdivision. Pet Owners shall clean up their pet's droppings within the Subdivision.

10. **HEDGES AND MAINTENANCE OF LANDSCAPING:** No hedge or additional landscaping, after the initial construction and completion of the dwelling unit and landscaping shall be placed or planted on any lot unless its design and placement or planting is previously approved in writing by The Association. Should additional hedges and/or landscaping be approved, then, each owner has a duty to maintain the same in a neat appearance. Should an owner fail to maintain the same in a condition and/or manner satisfactory to The Association, then The Association shall have the right to have the same properly maintained and shall have a lien for services in enforcing this Provision.

11. **MAIL AND PAPER BOXES:** In an effort to establish uniformity in the subdivision, each lot owner is required to have a uniformly designed mail box and paper holder, with uniform numbers and/or letters, which will be specified by The Association. No other mailboxes or paper holders, whether temporary or otherwise shall be permitted on any lot in the development.
12. **PROHIBITED STRUCTURES:** No outside clotheslines shall be erected or placed upon any lot in the subdivision. No antenna (except for standard, small television antenna including those currently called "satellite dishes" less than 37 inch diameter) or microwave or other receivers or transmitters shall be erected or placed upon any lot.

No carport shall be constructed upon any lot.

No above-ground swimming pool shall be constructed upon any lot within the subdivision.

No in-ground swimming pool shall be installed on a lot in the subdivision without prior written consent granted by The Association relating to the size and location of said swimming pool. In presenting the plans of said swimming pool, the owner must also submit the plans for fencing and/or any State approved alternative physical security plans, both as it relates to location and materials to be used. In an effort to establish uniformity in the subdivision, fencing is to be uniformly designed and shall be either black anodized aluminum or wrought iron. No fencing shall be erected until the plans and design have been approved by The Association. Any installation shall be in full compliance with State Laws and Regulations.

No structure which may be permitted by these Restrictions and Protective Covenants shall be installed or built on a lot in the subdivision without prior written consent granted by The Association. When presenting plans for any permitted structure, the owner must also submit the plans of the structure as it relates to location and materials to be used.

13. **DUTY TO MAINTAIN LOT:** It shall be the duty of each owner, from and after the date of purchase of said lot, to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then The Association may take such action as it deems appropriate, including, but not limited to, mowing and/or contracting with a professional lawn treatment company, in order to make the lot neat and attractive, and the owner shall, upon demand, reimburse The Association or its agents performing said services, the expense incurred in doing so. The Association shall be entitled to a lien on said lot and the improvements thereon to secure the repayment of any such amounts not paid upon demand. Such lien may be enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage lien thereon. The lien for the foregoing assessments shall attach at such time as a notice thereof is filed in the Office of the Recorder of Clark County, Indiana.
14. **BUSINESS, HOME OCCUPATIONS:** No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and like endeavors) shall be conducted in any lot, nor shall anything be done thereon which becomes an annoyance or nuisance to the neighborhood or the neighbors.
15. **SIGNS:** No sign for advertising or for any other purpose shall be displayed on any lot or on any building or a structure on any lot, except for one (1) sign advertising the sale or rent thereof, which shall not be greater in area than nine (9) square feet, except Developer shall have the right to place signs on lots designating the lot number of the lot, and to place signs indicating the lot has been

sold. This restriction shall not prohibit the placement of occupant name signs, security protection, and lot numbers as allowed, and may be required, by applicable zoning regulations.

16. **LEASES:** All leases or rental agreements for any of the homes in the subdivision shall be in writing and shall be for not less than twelve (12) month periods and shall be submitted to The Association for their records and approval.
17. **DRAINAGE:** Drainage of each lot shall conform to the general drainage plan for the subdivision as more particularly set out in the plat. Sump pump drains shall not empty into the roads; and shall not violate any State, County, or City laws, rules or regulations.

No storm water drains, roof down spouts or groundwater shall be introduced into the sanitary sewage system.

18. **STORAGE AND DISPOSAL OF TRASH:** No rubbish, storage piles, trash, garbage or material shall be dumped or allowed to remain on a lot at any time except as may be necessary to facilitate its pick up and disposal. All such storage, including but not limited to garbage cans/carts, recycle containers, etc., shall be screened from view from the street, golf course, and neighbors, and shall otherwise be subject to such rules and regulations as may be enacted by The Association from time to time. All containers and equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All such trash, garbage cans/carts shall not be placed in view at road-side prior to 5 p.m. on the day prior to scheduled pickup and all empty containers shall be removed from view not later than 8:00 p.m. on the day of pickup. The selection of a single trash disposal contractor, for the total Covered Bridge Homeowners Community, shall be made by The Association. The Association shall use standard Best Price in contracting for this service.
19. **RESERVATION OF MAINTENANCE EASEMENT:** The Association and any of its respective agents, employees and independent contractors shall have the right to enter upon the exterior areas of any dwelling unit to the extent necessary for purposes of maintaining, repairing and replacing any improvement in, on, under or upon the common areas as herein provided or for performing any of the respective obligations herein provided. In any such case, The Association and/or any of the respective agents, employees and independent contractors shall not be guilty of any trespass thereof.
20. **SOIL EROSION:** It is the responsibility of each lot owner to maintain erosion control prior to and during construction of a single family residence to prevent erosion slide into any road or curve improvements. Should any owner fail to take steps to prevent erosion, The Association may take such action as it deems appropriate to control the same and immediately, upon demand, lot owner must reimburse The Association 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 and Protective Covenants herein under Section 13, "Duty to Maintain Lot".
21. **MAINTENANCE FEE; COLLECTION AND LIEN RIGHTS:** Each lot owner shall pay a monthly maintenance fee to be established initially by The Association as \$27.50, in order to maintain common areas of the subdivision, as more specifically set out on said REPLAT. Once established, the maintenance fee shall not increase in any calendar year by more than twenty-five (25%) percent without a majority vote by the members of the Association. This assessment, levied by The Association, shall be used exclusively for the purpose of promoting the improvement and maintenance of the common areas of the subdivision. The Association shall provide to the homeowners annual access to records, which reflect the exclusive use of these fees

for the common areas, including Budgets/Expenditures for these accounts. These fees will be collected in accordance with the By-Laws of the Association.

Should a lot owner fail to pay the assessment created herein or stated in any other paragraphs of these Restrictions and Protective Covenants, The Association, its successors and/or assigns, shall be entitled to a lien in a like amount on the land affected thereby until fully paid, with interest and cost of collection, which shall include, but not be limited to reasonable attorneys' fees.

22. EASEMENT FOR ERRANT GOLF BALLS-GENERAL GOLF CLUB/COURSE

EASEMENT: Each and every lot, along with any common areas in the development, are hereby burdened with a perpetual easement in gross in favor of the Covered Bridge Golf Club, Inc. its successors and/or assigns, members, guests and other invitees and for the benefit of the land constituting the Covered Bridge Golf Course, permitting the flight of golf balls over and permitting golf balls to come unintentionally upon any common area and lots in the development from the golf course and related golf facilities, and for golfers, at reasonable times and in a reasonable manner, to come upon any common area or exterior portions of any lot in the development, to retrieve, but not play, errant golf balls (to be known as the "Errant Golf Ball Easement"); provided, however, if any lot is properly fenced or walled in accordance with the provisions of these restrictive covenants, such golfers must seek lot homeowner's permission, which said permission shall not be unreasonably withheld, delayed or conditioned, before entry upon such fenced or walled portion of the lot, in order to be availed of the rights and/or privileges under the Errant Golf Ball Easement herein established. Entry upon any lot in accordance with this section of the Restrictive Covenants shall not be deemed a trespass.

Every lot and any/all common areas, as designated by the REPLAT of Covered Bridge Subdivision, are hereby burdened with a perpetual easement in gross in favor of Developer, its successors and/or assigns, member and/or The Association.

It is deemed appropriate for the benefit of guests and invitees of Covered Bridge Golf Course and for the benefit of the land constituting Covered Bridge Golf Course facilities, to permit the doing of every act necessary or desirable and incident from time to time, and commonly and usually associated with from time to time with the playing of golf on Covered Bridge Golf Course and the maintenance, use and operation of Covered Bridge Golf Course and all facilities associated therewith.

These acts shall include, but are not limited to, the creation of the usual and common noise levels associated with the game of golf (regular and/or tournament play) and the use of all such facilities and the maintenance of Covered Bridge Golf Course and associated facilities, and the driving of machinery and equipment used in connection with the construction, maintenance and operation of Covered Bridge Golf Course and facilities over and upon the streets, road and common areas in Covered Bridge Subdivision. Such noise may occur on and/or off the Covered Bridge Golf Course.

This provision does not constitute a release of any golfer, guest or invitee of Covered Bridge Golf Course for any damages to any person or property of any homeowner or the Common Areas which is caused by or results from the acts or omissions of said golfers, guests and invitees of Covered Bridge Golf Course.

23. OBLIGATION TO CONSTRUCT: Each lot owner shall, within one (1) year from the date of conveyance of a lot from Developer, commence in good faith the construction of a single family dwelling as contemplated by these Restrictions and Protective Covenants.

24. **CONNECTION TO SANITARY SEWER; WAIVER OF REMONSTRANCE** This paragraph was deleted on March 18, 2013 pursuant to a vote of 2/3rds of the property owners.
25. **MEMBERSHIP DUES:** From the first day of operation of Covered Bridge Golf Course, operated adjacent to the subdivision known as Covered Bridge Subdivision, hereinafter referred to as the "Development," each member of the Association as created herein shall receive a "Membership" giving a right to use the Clubhouse and related facilities (subject to regulations regarding hours of operation), subject to the rules and fees which may be set forth by the owner of Covered Bridge Golf Course for membership. The specific rights granted herein run with the land and are not personal in nature.
26. **COVENANTS/RESTRICTIONS TO RUN WITH THE LAND:** These Restrictions and Protective Covenants as herein stated, are to run with the land and shall be binding upon all parties claiming under them for a period of twenty-five (25) years from the date this document is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless altered or amended under the provisions of this paragraph. The Restrictions and Protective Covenants herein stated may be modified, amended or supplemented, in whole or in part, at any time if the owners of at least two-thirds (2/3) of the dwelling units consent thereto. Any such modification, amendment or supplement shall be effective only if expressed in written instrument or instruments executed and acknowledged by each of the consenting owners and properly recorded in the Office of the Recorder of Clark County, Indiana.

Failure of any owner to demand or insist upon observance of any of these Restrictions and Protective Covenants, or to proceed with an action for violation of said Restrictions and Protective Covenants shall not be deemed a waiver of the violations or the right to seek enforcement of the restrictions.

27. **OWNERS' ASSOCIATION:** All lot owners with Covered Bridge Subdivision shall be members of the Association and shall have one vote per lot owned. Each lot owner, by acceptance of a deed thereto, shall automatically become a member of the Association, regardless of any other abilities, intentions or desires of such owner, and each lot owner agrees to abide by the rules, regulations, and by-laws and to pay the fees and/or assessments of the Association.

Each lot owner, by acceptance of a deed for a lot, whether or not expressly stated therein, covenants and agrees to observe and conform to, and to cause the residents of the lot to observe and conform to, the provisions of these Restrictions and Protective Covenants, and such lot owner further covenants and agrees, and incurs an obligation to pay the Association, except as otherwise provided in the Restrictions and Protective Covenants: 1. Annual assessments or charges, and 2. Special assessments for capital improvements. At the sole discretion and direction of the Board of Directors, The Association may elect from time to time not to levy an assessment against one or more specific lots conveyed to certain builders until the first such anniversary date of such conveyance or the conveyance of the lot by the builder, whichever comes first, or until such time as The Association Board may elect.

28. **ENFORCEMENT:** Enforcement of these Restrictions and Protective Covenants shall be by a proceeding at law or in equity, and may be brought by any owner of real property in the subdivision covered hereunder, or by The Association, against any party violating or attempting to violate any of the Restrictions and Protective Covenants herein contained, either to restrain violation, to direct restoration or to recover damages.

In addition to the means of enforcement provided elsewhere herein, The Association shall have the right to assess fines against a Lot Owner, or his guests, relatives or lessees in the event of a violation of the provisions of the Restrictions and Protective Covenants for Covered Bridge Subdivision regarding the use of lots or common areas. Each such violator and the lot owner shall be given written notice of the alleged violation and the opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by The Association. The amount of such fine shall not exceed One Hundred Dollars (\$100.00) per occurrence, or the maximum permissible by law, and each recurrence of the alleged violation for each day during which such violation continues shall be deemed a separate offense and may result in additional fines, without the requirement of a separate hearing, such not to exceed the maximum permissible by law. The payment of fines shall be the ultimate responsibility of the lot owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests or tenants. Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees. Except to the extent expressly prohibited by law, the Covered Bridge Subdivision is entitled to treat any fine which remains unpaid thirty (30) days after the due date as a delinquent individual assessment which shall entitle the Covered Bridge Subdivision to impose a claim of lien and pursue a foreclosure action and/or a suit for money damages in the same manner as any other assessments.

29. **INVALIDATION:** Invalidation of any one of these Restrictions and Protective Covenants by a judgment or court of competent jurisdiction shall in no way affect any of the other provisions which shall then remain in full force and effect.

IN WITNESS WHEREOF, the following owners of at least two-thirds (2/3) of the dwelling units and lot owners as of the 28 day of March, 2013, set their hands as the consent of the homeowners of Covered Bridge Subdivision in accordance with Part 26 of the Restrictions and Protective Covenants For Covered Bridge Subdivision, as amended.

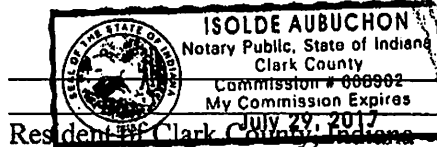
[Signature]
Signature

Isolde Aubuchon
Printed Name

STATE OF INDIANA)
COUNTY OF CLARK)

Before me, a Notary Public in and for the above county and state on the 28 day of March, 2013, personally appeared LARRY T. GUSTON and acknowledged the execution of the foregoing Second Amended and Restated Restrictions and Protective Covenants for Covered Bridge Subdivision.

Witness my hand and notary seal

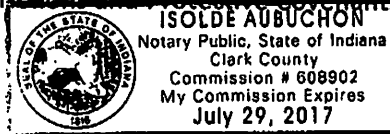


My Commission Expires: July 29, 2017

STATE OF INDIANA)
COUNTY OF CLARK)

Before me, a Notary Public in and for the above county and state on the 28 day of March, 2013, personally appeared LARRY T. GUSTON LG and acknowledged the execution of two-thirds (2/3) majority of YES votes to amend the Restrictions and Protective Covenants for the Covered Bridge Subdivision, Homeowners Association, Inc. The amendment vote reads:

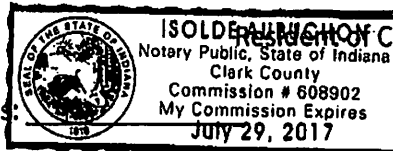
"__ Yes, I/we the undersigned owner(s) of property in the Covered Bridge Subdivision do approve removing paragraph 24 from the Restrictions and Protective Covenants for Covered Bridge Homeowner's Association, Inc."



Witness my hand and notary seal

Notary Public

My Commission Expires:



Signature

Isolde Aubuchon
Printed Name

"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: LG

Prepared By: STITCHER & WALSH