**Restriction and Protective Covenants of Pebble Creek Subdivision**

The undersigned Ruksam Development LLC being the developer and sole owner of all of the lots in Plat 1, Pebblecreek Subdivision of the Warrick County does hereby impose the following restrictions upon each lot within said Plat, and said restrictions are hereby covenants said to be running with the land for the mutual benefit of all persons and corporations who may now or hereafter have any vested interest, legal or equitable in any lot within the subdivision.

1. **Primary Use Restriction**: No lot shall be used except for private single-family residential purposes. No structure shall be erected, placed, altered or permitted to remain on any lot except 1 (one) family dwelling for the sole occupancy of one family (with domestic servant allowed), which shall not exceed 2-1/2 stories and which shall contain a private garage for the sole use of the owner and occupant of the said lot. The lot shall not be used for commercial, industrial purpose, or for providing vehicular access only.
2. **Approval of Construction and Landscaping Plans**: No permitted 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 front, rear and side elevation); b) location of the structure, wall, fence or improvement on said lot; c) the type of exterior material including the roofing material and including the sample supply of any material if requested; d) the location and size of the driveway and plantings until approved by the Developer in writing. The developer shall have the right to reject a plan which is not suitable or desirable or if the structure does not blend with the architectural aesthetics of the subdivision.

No fence or driveway shall be erected or built in the development, without prior consent or approval of the Developer, which would specify the material used and location. Developers or its assigns shall have full and final say about the approval of all external fences or walls.

The Developers will have the right to approve or disapprove the general contractors building houses in the Subdivision. The developer or its designated agent shall have the right to enter the premises of construction anytime to make inspection. The developer may request to halt construction if it finds the ongoing construction not in compliance with the approved architectural plans.

No permitted improvements shall be erected unless said residential structure has a roof pitch of 6 inches vertical for 12 inches horizontal. Developers reserve the right to require a higher roof pitch depending on the depth of the structure and its overall front elevation. Exceptions shall be obtained in writing from the Developer.

After construction of the residence, each owner will grade and seed or sod the front side and back yards, within a reasonable time. Each owner will thereafter maintain the front yard in a neat and well-kept condition, satisfactory to the developer.

Each lot owner, excepting those owned by the Developer, shall cause a concrete sidewalk to be constructed on the location determined and approved by the Developer according the specifications determined by the developer with all applicable governmental requirements, within 30 days of the completion of the residential structure, or within 30 days of completion of more than 50% of the houses in the subdivision, whether or not the owner has started construction on the said lot or not in the subdivision. The lot owner shall thereafter maintain such sidewalk in good condition, whether or not the sidewalk is located on the lot or within a right of way and/or easement adjacent to the lot.

1. **Building Material**: The exterior building material , covering the front of the house, of all structures shall extend to the ground and shall be either brick, stone, dri-vet or stucco, brick veneer or stone veneer or the combination of the same. Developer recognizes however that the appearance of other materials (wood, vinyl siding) may be attractive and reserves the right to allow it, which shall not be more than 20% of the front. Each lot owner shall provide a driveway to said residence, of the material, type and specifications to be approved by the Developer. The Developer shall review any deviation of this. Fence shall not be erected nearer to the front street than the rear wall of the dwelling. The Developer, for front, shall allow decorative fences or retaining walls after approval. No rear fence shall be greater than 6 feet high. Chain link fences will not be permitted.
2. **Setback and Rear Building Lines**: No structure shall be located on any lot nearer to the front lot line or the side lot line closer than the minimum building setback line shown on the recorded plat, or allowed by applicable ordinances, except bay windows and steps may project in the said areas, and open porches may also project into same areas not more than 6 feet. Any structure erected behind the family residence, which said structural improvement may include, but not limited to swimming pool, pool house, gazebo, fence or a wall, shall not block the view from a neighboring lot, and the location and the Developer must approve the plan, and be in accordance with these restrictions. Public utilities easement are reserved in the Sub-division for erection, construction, maintenance for use of sewer , drain, gas, water, cable, TV, telephone and any other similar utilities. Such easement are located upon the lot at the location and are shown in the recorded plat of the subdivision.
3. **Minimum Floor Areas**: a) The total finished ground floor of one story shall be minimum of 1200 sq feet (b) the total finished ground floor of 1-1/2 or 2 story shall be minimum of 1000 sq feet with minimum of 500 feet of 2nd floor, such that all bi-level homes shall have a minimum of 1500 sq feet total area. For the purpose of determining square footage in the foregoing minimum requirements, finished basement area, garages, breezeway and porches shall not be included. No building, dwelling or structure shall be more than 2-1/2 stories. The Developer will approve non-conforming structures on case-to-case basis. Each dwelling shall include a garage of the attached type, constructed in such a manner as to be an integral part of the structure of building. Unless otherwise approved by the developer, no carports will be permitted to be constructed in the subdivision.
4. **Curb Protection and Damage**: Any and all damage to the concrete curb in this subdivision after the lot fronting the curb area is optioned or sold and as a result of home construction or improvement must be repaired or replaced by the lot purchaser to the satisfaction of the Developer and without cost or expense to the Developer. The lot owner or the contractor shall protect the concrete curb from damage at all times by means applicable to each particular situation, which normally would be achieved by dirt or gravel bridging or overlay in the area where all construction and egress and ingress occurs. The Developer will decide about all the mail boxes to be installed by homeowners, in order to ensure consistency.
5. **Nuisances.** No noxious or offensive trade shall be conducted on any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.
6. **Vehicles**: No automobile, which is inoperable or unlicensed, shall be habitually parked on a street or on the lot (except in a garage) of this development. No automobile, trailer, camper, boat shall be parked on a street for more than 24 hours in a calendar year. No automobile shall be parked habitually on a street or public right-of-way.
7. **Use of Other Structure**: No structure of a temporary character shall be permitted on any lot except temporary tools sheds or field offices used by a builder or the Developer, which shall be removed when building or development is completed.

No structure other than the main residence erected on any lot at any time shall be used as a residence temporary or permanently. This provision shall not permit the erection of any additional structure on any lot in the sub-division, without the express consent or sole discretion of the Developer or home association.

1. **Animals**: No animals including reptiles, livestock or poultry of any kind shall be raised bred or kept on any lot except that dogs, cats and other pets shall be kept in this geographical area, provided they are not kept or bred for commercial purposes. All dogs or cats shall be kept confined to the lot, or otherwise on a leash under the control of a responsible person.
2. **Prohibited Structures**: No outside clothesline shall be erected or placed upon any lot in the subdivision. No antenna (except small TV antenna) or microwave or other receivers or transmitters shall be erected on any lot. Satellite dishes not more than 24 inches will be permissible, but may not be placed on the front of the residence. No carports shall be constructed on any lot. No structures may be permitted by these restrictions and protective covenants shall be installed or built on a lot in the subdivision without prior consent granted by the Developer. In presenting plans for any permitted structure to the Developer, the owner must also submit the plans of the structure as it relates to structure and materials used in it.
3. **Duty to Maintain Lot**: It shall be the duty of each owner, from and after the purchase of date of such lot, to keep the grass on the lot properly cut, to keep free from weeds and trash, and to otherwise keep it neat in appearance. Should any owner fail to do so, then Developer may take such actions as it deems appropriate, including but not limiting to, mowing or contracting with a professional lawn mowing service company, in order to make the lot neat and attractive, and the owners on demand shall reimburse the Developers or its agents reimburse for the expense so incurred. The Developer shall be entitled to a lien on the said lot, and the improvements thereon to secure the repayments of any such amounts not paid upon demand. Such lien maybe enforced by foreclosure against the lot and improvements thereon, but such lien shall be subordinate to any first mortgage lien thereof. The lien for the foregoing assessments shall attach at such time as a notice thereof is filed in the office of the Recorder of Warrick County IN.
4. **Construction Process**. The construction of the dwelling and landscaping shall be completed within 1 year from the date of commencement of construction. The Developer may extend the duration due to unforeseen circumstances encountered by the builder or owner.
5. **Signs**: No signs for advertising or any other purpose shall be displayed on any lot or any building or any structure except for sale or rent signs. The Developer shall have the right to display other signs pertaining to the sale of lots. All other signs shall need approval of the Developer or Home owners association.
6. **Drainage**: Drainage of each lot shall conform to the general drainage plan for the subdivision as more particularly laid out on the plat. No storm water drain, roof down spouts or groundwater shall be introduced in the sanitary sewage system. Existing natural drainage courses and man-made drainage facilities in the subdivision shall not be altered.
7. **Storage and Disposal of Trash**: No rubbish, storage piles, trash, garbage or material shall be dumped or allowed to remain on the lot at anytime except to facilitate its pick-up for disposal. All such storage shall be screened from view and shall be otherwise subject to the rules enacted by the Developer.
8. **Reservation of Maintenance Easement**: The Developer or any of its respective agents, employees or independent contractors shall have the right to enter upon the exteriors 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 Developer and or any respective agents, shall not be guilty of any trespassing.
9. **Soil Erosion**: It is the responsibility of each lot owner to maintain erosion control prior to and during the construction to prevent erosion slide into any road or curb improvements. Should an owner fail to take steps to control erosion, the Developer may take such actions as necessary and immediately, upon demand the lot owner shall reimburse the Developer of any such expenses incurred. The cost and expenses incurred in so doing shall be a lien on said lot and maybe foreclosed as set out in the restrictions herein under the “Duty to maintain lot”. Each owner shall require the builder or the contractor to maintain all the building material to keep within the boundaries of the lot. All streets shall be kept free of transported soil.

1. **Lien Rights**: Should a lot owner fail to pay the assessment created herein or stated in any of the paragraphs of these covenants, the Developers its successors or assigns, shall be entitled to a lien in a like amount on the land affected thereby until fully paid, with interest and collection charges, which shall include but not limited to reasonable attorney fee.
2. **Owners’ Association**. The Developer at his option may create a Subdivision Home Owners Association as a not for profit corporation in Indiana. With establishment of such association the Developer will file papers of incorporation with the Secretary of State of Indiana. The Developer shall and hereby reserve the right to assign, certain of its rights hereunder to the Homeowners’ Association, such assignment to be effective upon the recording by Developer of an assignment and notice of creation of Association. Until such assignment and recordation thereof, all rights of the association as may have been set forth in this Covenants shall run to the benefit of, and be exercised by the Developer. All lot owners in the subdivision shall be members of the Association, and shall have one vote per lot owned, provided that, so long as the Developer owns any of the lots, within the Subdivision, Developer shall have one vote for each lot owned. Each lot owner, by acceptance of the deed thereto, shall automatically become the 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, by-laws and to pay the fees and/or assessment by the Association.
3. **Covenants and Restrictions to run with the Land:** These covenants and restrictions herein stated are to run with the land and shall be binding upon all parties claiming them for a period of twenty five (25) years from the date of recording of this document, after which time they shall be automatically extended for successive period of ten (10) years unless altered or amended under the provisions of this paragraph. The restrictions and covenants herein maybe modified, amended or supplemented in whole or in part at anytime if the owners of at least two third (2/3) of the dwelling units and the Developer consent thereto, the consent of the Developer being required as long as the Developer owns any lots and or dwelling unit. Any such modifications, amended or supplement shall be effective only if expressed in written instruments or instrument executed and acknowledged by each of the consenting owners and properly recorded in the Office of the Recorder of Warrick County Indiana.

Signed by