

**HIDDEN VALLEY LAKE  
RESTRICTIONS, CONDITIONS, COVENANTS AND AGREEMENTS**

1. Said lots shall be used exclusively for residential purposes that may be designated, subject to rezoning (if any), and zoned as business or commercial areas on the plats by Hidden Valley Lake, Inc.
2. Not more than one single dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of the dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding or similar material on outside walls. No house trailers, campers, tents, shacks, or similar structures shall be erected, moved to or placed upon any lot in Hidden Valley Lake Subdivision.
3. No residence shall have less than the number of square feet of living space as the same is designated on the recorded Plat restrictions for that particular lot, and in no event shall any residence have less than nine hundred (900) square feet of living space on the ground floor or first floor, exclusive of porch area. No porch or projection of any building shall extend nearer than forty (40) feet to any road right of ways, nor nearer than ten (10) feet to the property line of any abutting property owner, nor nearer than fifty (50) feet from the normal water line of any lake located on Hidden Valley Lake Subdivision as same is shown on the recorded Plats and no portion of any building shall be constructed at a point below the six forty-five (645) elevation. No visual obstructions shall be closer than fifteen (15) feet to the pavement at any intersection. Upon appeal in specific cases the Board of Directors of Hidden Valley Lake Property Owners Association, Inc., may grant variance from the terms of this restriction which will not be contrary to law and the interest of other lot owners in Hidden Valley Lake Subdivision, where owing to special conditions, a literal enforcement will result in unnecessary hardships, to the end that the spirit of this Restriction shall be observed and substantial justice done.

All plans and specifications for any structure or improvement to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes as well as all remodeling, reconstruction, alternation, or additions thereto on any lot shall be subject to and require the approval in writing of Hidden Valley Lake Property Owners Association, Inc., or its duly authorized agent before any such work is commenced. Said Association shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions or the rules and regulations promulgated by said Association or when (1) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lots or with the adjacent buildings or structures, (2) the plans and specifications submitted are incomplete, or (3) the Association deems the plans, specifications or details or any part thereof, to be contrary to the interest, welfare or rights of all or any of the real property subject hereto, or the owners thereof. The decision of the Association shall be final. Neither the Association, its agents nor Hidden Valley Lake, Inc., or its agents shall be responsible for structural deficiencies, or any other defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions.

The Hidden Valley Lake Property Owner's Association, Inc., shall have the authority to control landscaping of all lands within Hidden Valley Lake Subdivision.

4. No outside toilet shall be allowed on the premises. No untreated waste shall be allowed to enter into any lake located on Hidden Valley Lake Subdivision. No individual water wells shall be allowed on any residential lot and each resident shall use the central water supply, if any, from the Public Utility supplying water to the sub-division.

5. No noxious or offensive trade or activity shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Hidden Valley Lake Property Owners Association, Inc., or its successors or assigns. All lots must be kept in a tidy manner. Failure to do so will result in maintenance of said lot by the Hidden Valley Lake Property Owners Association in which event a proper charge for same will be assessed and collected as provided in Restriction Number 8.

6. No boat docks, floats or other structures extending into a lake shall be constructed or placed into or on said lake without prior written approval Hidden Valley Lake Property Owners Association, Inc., or its successors or assigns. Use of the lakes shall be in compliance with the rules and regulations of the Hidden Valley Lake Property Owners Association, Inc.

7. Hidden Valley Lake, Inc., for itself, its successors, assigns, and licensees reserves a fifteen (15) foot wide easement across the front and any side of said lot bordering on a road right-of-way and a six (6) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary, for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains, sewer lines, culverts and drainage ditches, and other services and appurtenances thereto, for the convenience of the property owners, reserving also the right of ingress and egress to such areas for any of the purposes mentioned above. Exceptions: (1) Where prior to installation of such utility lines and/or mains and (2) where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned six (6) foot easement unless it is shown on recorded plats; (3) no easement shall exist on that portion of any water front lot running along or abutting the shoreline of Hidden Valley Lake, unless shown on the recorded plats, except, however, Hidden Valley Lake, Inc., for itself, its successors, assigns and licensees, reserves the right to cause or permit drainage of surface waters over and/or through said lots. Hidden Valley Lake, Inc., its successors or assigns, reserve an easement on, over or under all road rights of ways for the purpose of installing, operating, removing or maintaining the above-mentioned installation.

Further, Hidden Valley Lake, Inc., for itself, its successors, assigns and licensees reserves for a period of ten (10) years from the date of this instrument or until the sewer collector line is installed, whichever comes first, an easement across said lot at any point and of sufficient width to permit the installation of a sewer collector line and an area 7 ½ feet on either side is laid. If as a result of such installation the lot is rendered unbuildable then by demand by Grantee, Hidden Valley Lake, Inc. shall refund all money theretofore paid by Grantee or credit the same against the purchase price of another lot of Grantee's choice determined by Grantees. Grantees waive all claims for damages arising out of the exercise of the rights of the foregoing easements except damages which may occur to building structures and/or driveways.

8. Each lot owner (as the same may be defined from time to time in the By-Laws of Hidden Valley Lake Property Owner's Association, Inc.) in Hidden Valley Lake Subdivision shall be a member of Hidden Valley Lake Property Owners Association, Inc., and shall be subject to an annual dues charge of Sixty Dollars (\$60.00) and assessments imposed by the Hidden Valley Lake Property Owners Association, Inc., to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and re-construction work in case of hurricane, fire, earthquake or other hazard, such assessments shall be made equally against each lot, and the purchaser thereof, whether under a contract to purchase or deed of conveyance; such assessments shall include payments to a general operating reserve and a reserve fund for replacements as may from time to time be required by resolution of the Board of Directors of Hidden Valley Lake Property Owners Association, Inc. Each lot owner by acceptance of the contract of purchase or deed of conveyance agrees to pay said dues and assessments to Hidden Valley Lake Property Owners Association, Inc., its successors and assigns, annually on the 1<sup>st</sup> day of April commencing the year following the date of the agreement to purchase. Grantee agrees to pay said dues and assessments for said project communal expenses and reserve accounts irrespective of whether the privilege of using the communal properties of the Hidden Valley Lake Property Owners Association, Inc., is exercised and shall further, upon receipt of Certificate of Membership in said Association, pay the initiation fees as then established by the Association pursuant to its By-Laws and/or Code of Regulations. Grantee agree that the use of the above mentioned communal properties shall be conditioned upon his complying and he hereby agrees to comply with all rules and regulations from time to time promulgated by said Association. Grantee for himself, his heirs and executors and assigns, further agrees that the initiation fees, dues, and assessments, as herein set forth shall be and constitute a debt which may be collected by suit in any Court of competent jurisdiction or otherwise, and that upon the conveyance of any part of the land described herein, the purchaser thereof and each and every successive owner and/or owners shall from the time of acquiring covenant and agree, as aforesaid, to pay to Hidden Valley Lake Property Owners Association, Inc., its successors and assigns, all charges past and/or future as provided in, and in strict accordance with the terms and provisions hereof.

Any costs including attorney fees, incurred by the Hidden Valley Lake Property Owners Association, Inc., in the collection of the aforesaid dues and/or assessments shall be borne and paid by the lot owner causing the same. It is understood and agreed that such unpaid dues, assessments and costs of collection including attorney's fees shall constitute a lien encumbrance on or against said lot, tract or parcel of lands, which lien shall enjoy a priority with other liens as established by the dates of creation of their respective encumbrances and as may be provided for by law.

9. Grantee for himself, his heirs, executors or assigns, agrees that as a consideration of sale and as a condition precedent to the installation of water and sewer mains adjacent to the lots as herein described, which said mains are to be located by Hidden Valley Lake, Inc., its successor or assigns, that the Grantee(s), jointly and severally promise to pay to the Grantors or its assigns a minimum of \$5.00 per month water and \$3.00 per month sewer, payable annually in advance, so long as water and/or sewer service is available. Payment thereof for the year or part thereof shall be due on the first day of the month immediately following the availability of water and/or sewer service to Grantee, his heirs, executors or assigns, whether or not an actual water and/or sewer service connection is then in existence to said Grantee, his heirs, executors or assigns, for the periled beginning with said month and ending on March 31<sup>st</sup> subsequent thereto and thereafter due and payable in the amount of \$60.00 for water service in advance on the first day of April of each year, and \$36.00 per year sewer service. The foregoing charges are for the availability of water and/or sewer service and is not a contribution in aid of construction. The Grantor, its successors or assigns upon receiving a written request and \$195.00

will install a water service connection from the main to the Grantee's lot line and thereafter Grantee, his heirs, executors, or assigns shall pay a minimum water service fee, whether or not used, of \$5.00 per month in lieu of and in the same manner as the water availability charge.

The Grantor, its successor or assigns, upon receiving a written request and \$395.00 will install a sewer service connection from the main to the Grantee's lot line, and thereafter Grantee, his heirs, executors or assigns shall pay a minimum sewer service fee, whether or not used, of \$3.00 per month in lieu of and in the same manner as the sewer availability charge.

Provided however, no charge for sewer service to any lot shall be made prior to the time water service is available to said lot.

The aforesaid charges are subject to change by the Public Service Commission of Indiana. Exceptions and further explanations pertaining to conditions for water and sewer service have been, or will be, recorded in the Office of the Recorder of Dearborn County, Indiana, and are hereby incorporated in and expressly made a part of this Agreement by reference.

Charges for water and/or sewer service and for the availability of water and/or sewer service which are not paid within ten (10) days after the first day of the month in which they are due shall be increased by ten percent (10%) overdue charge. Any costs incurred by the Grantor, its successors or assigns, in the collection of aforesaid charges shall be borne by the Grantee, its heirs, executors, or assigns. It is understood and agreed that the above mentioned considerations, if unpaid, shall constitute a lien encumbrance on or against said lot, tract, or parcel of lands, which lien shall participate with other liens and shall enjoy priority with such other liens as established by the dates of their respective encumbrance and as may be provided for by law.

In the event any order, now existing or hereafter made, by any Governmental agency having jurisdiction conflicts with any of the aforesaid provisions and/or charges, then said charges and provisions shall be deemed modified to conform to the maximum charges permitted by such order.

10. These restrictions shall be considered as covenants running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors and assigns, and if said Grantees, their heirs, executors, administrators, successors or assigns, shall violate, or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any land in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants either to prevent him or them from doing so, or to recover damages for such violation. It is further provided that a breach of any of the restrictions, conditions and agreements contained herein or of re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value to said premises or any part thereof. Said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

The restrictions, conditions, covenants and agreements contained in paragraph number 7 herein shall run with the land for the benefit of all other lots and tracts in Hidden Valley Lake Subdivision without limitation as to time.

The restrictions, conditions, covenants and agreements set forth in Paragraph 2, 3, 6 and 8 herein shall continue until the first day of January 1975, A.D., and thereafter and until the same are changed, altered, amended or revoked in whole or in part by the owners of the lots in Hidden Valley Lake

Subdivision whenever a simple majority of the same so agree in writing. For this purpose each owner shall be entitled to one vote for each lot owned in the Subdivision.

The restrictions, conditions, covenants and agreements set forth in Paragraphs 1, 4, 5, 9 and 10 herein shall continue until January 1, 2020, A.D., and thereafter and until the same are changed, altered, amended or revoked in whole or in part by the owners of the lots in Hidden Valley Lake Subdivision whenever a simple majority of the same so agree in writing. For this purpose each owner shall be entitled to one vote for each lot owned in the Subdivision.

Any invalidation of any of these covenants, conditions and agreements shall in no way affect any other of the provisions thereof which shall thereafter remain in force and effect.