

**AMENDED AND RESTATED PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS AND EASEMENTS
OF BARRINGTON HILLS SUBDIVISION
IN KOSCIUSKO COUNTY, INDIANA**

The undersigned, comprising at least seventy-five percent (75%) of the memberships of the Barrington Hills Property Owners Association and owners of Lots shown on the Plat of Barrington Hills, Sections I and II, recorded in the Office of the Recorder of Kosciusko County, Indiana at Plat Record 12, page 76 and Plat Record 13, page 25, respectively, hereby consent to and approve these Amended and Restated Protective Restrictions, Covenants, Limitations and Easements of Barrington Hills Subdivision in Kosciusko County, Indiana. This instrument is intended and shall be construed to amend, restate and supersede any previously recorded protective restrictions and covenants applicable or purportedly applicable to Barrington Hills, including in particular those recorded with the Office of the Recorder of Kosciusko County, Indiana on June 4, 2004 (Instrument Number 200400009069), October 6, 2005 (Instrument Number 200500015198) and August 8, 2008 (Instrument Number 2008080140). The covenants are as follows:

The Lots are numbered from 1 to 56 in Section I and from 57 to 123 in Section II, inclusive as shown on the Plat of Barrington Hills referenced above in the Office of the Recorder of Kosciusko County, Indiana. All dimensions are shown in feet and decimals of feet. All streets and easements specifically shown or described were previously and remain expressly dedicated to public use for their usual and intended purpose.

1. **Definitions.** The terms hereinafter set forth shall have the following meanings:
 - a. "Addition" shall mean Barrington Hills Sections 1 and 2, all as shown on the Plat of Barrington Hills, Sections I and II, recorded in the Office of the Recorder of Kosciusko County, Indiana at Plat Record 12, page 76 and Plat Record 13, page 25, respectively.
 - b. "Architectural Control Committee" shall mean the body designated herein to review plans to grant or withhold certain other approvals in connection with improvements and development.
 - c. "Association" shall mean the Barrington Hills Property Owners Association.
 - d. "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat for Barrington Hills and intended to be devoted to the common ownership, use and enjoyment of the Owners.
 - e. "Developer" shall mean Stonehill Homes of Indiana, Inc., its successor or successors in interest or any person, firm or corporation designated by it or its said successor or successors.

- f. " Dwelling" or " Single Family Dwelling" shall mean a site built structure, including the garage and any appurtenances, designated and intended for use and occupancy as a single-family residence.
- g. " Lot" shall mean either any of said lots as platted or any tract or tracts of land conveyed originally or by subsequent owners, which may consist of one or more lots as platted upon which a Dwelling may be erected in accordance with the restrictions hereinafter set forth.
- h. " Member" shall mean any person who may be entitled and obligated to hold one or more memberships in the Barrington Hills Property Owners Association.
- i. " Membership" shall mean any membership in the Barrington Hills Property Owners Association entitled to one vote and one assessment as hereinafter set forth. A member may hold one or more memberships.
- j. " Owner" shall mean and refer to the holder, whether one or more persons or entities, of the fee simple title to any Lot or combination of Lots or any living unit situated in the Addition.
- k. " Street" shall mean any street, avenue, roadway, cul-de-sac or boulevard of whatever name which is shown on the recorded plat of Barrington Hills Sections I and II and which has been heretofore, and is hereby, dedicated to the public for street or boulevard purposes.

2. **Land Use and Building Type.** No Lot shall be used for anything other than single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) Single Family Dwelling not to exceed two and one-half (2 ½) stories in height. Each Single Family Dwelling shall include not less than a two-car garage, which shall be constructed as an integral part of said structure and attached thereto. If the Dwelling is to have a three-car garage, a step-back or step-up of one or more of the garages must occur. No accessory or outbuilding shall be allowed on any Lot, except for a building used in conjunction with an in-ground swimming pool. Such pool building shall be of same design and construction as the Dwelling and include a footing and foundation. No metal buildings or structures on skids are permitted on any Lot. All Dwellings and other improvements must be approved by the Architectural Control Committee.

3. **Building Requirements.** All proposed deviations or variances from any construction or improvement requirements under these covenants must be approved in writing by the Architectural Control Committee prior to the commencement of said construction.

4. **Construction Time.** All Dwellings constructed on any Lot shall be completed as to all exterior construction and finish, including installation of a suitable driveway, within one (1) year after commencement of construction. No Dwelling shall be occupied until the construction of such Dwelling is completed.
5. **Construction Provisions.** The following provisions apply to initial construction or later additions to Dwellings. Each Owner is responsible for adherence to the following provisions.
 - a. **Damage to Street or Curb.** Any damage to the street or curb caused by a builder, contractor, or subcontractor for a lot owner shall be the responsibility of the lot owner. The cost of repairs of such damages may be assessed or enforced against the owner of the lot.
 - b. **Installation of Utilities.** Installation of utilities crossing platted roadways or right-of-way within the Association shall be by boring. All boring must be three (3) feet below the compacted underlayment of the street. Any street which sags, sinks, or otherwise is damaged by inadequate depth of boring, or is pushed up by the boring machine and thereby damaged shall be the responsibility of lot owner for whom the boring is being undertaken.
 - c. **Location of Utilities.** Utility connections, meters, and other equipment (e.g. air conditioning units, generators, and water treatment equipment) shall be placed on a non-road facing side of the house.
6. **Roof Lines.** Roof overhangs must be a minimum of twelve (12) inches, roof pitch must be at a minimum of 8/12, and all street side elevations shall include wrap around roof eave treatments on all gable ends in the form of eyebrows or shed roofs.
7. **Architectural.** All Dwellings must have a minimum of ten (10) corners and use architectural shingles or a steel roof. A steel roof must have a standing seam and not be a rib roof.
8. **Driveways.** All driveways from the Street to the Garage shall be concrete or paving bricks or a combination thereof, not less than sixteen (16) feet in width and shall be kept in good order and repair.
9. **Minimum Area.** A single-story Dwelling shall contain not less than 1,800 square feet of ground floor finished living area; a Dwelling that exceeds one-story in height shall contain not less than 2,200 square feet of total finished living area, with the ground floor containing a minimum of 1,300 square feet of finished living area and the second floor containing a minimum of 900 square feet of finished living area. Open porches, breezeways and garages shall be excluded from any calculation

of finished living area as referenced herein. In addition to other requirements set forth in this section, each Dwelling shall have a full basement.

10. Building Lines. No Dwelling or structure, including a fence or wall, shall be erected, placed or located on any Lot nearer to the front Lot line (or nearer to the side Lot line on corner Lots) than the minimum building set back line as shown on the plat on file with the Recorder's Office. No Dwelling or structure, including swimming pools, shall be located nearer than the following:

- Thirty-five (35) feet from the front lot line
- Thirty-five (35) feet from the side lot line (street side) for a Corner Lot
- Ten (10) feet from the side lot lines for an Interior Lot or the interior side of a Corner Lot
- Twenty-five (25) feet from the rear Lot line unless a greater distance is indicated on the plat record

No tree, shrub, planting or other obstructions shall be permitted which obstructs a clear view at intersections.

11. Minimum Lot Area. No Dwelling or structure shall be erected or permitted on any Lot having a width of less than 75' at the minimum building setback line, nor an area of less than 15,000 square feet. Developer, its successors and assigns, may alter the size or shape of said Lots as platted, provided that no Dwelling or other structure shall be erected, placed, or maintained upon any Lot which does not conform to the restrictions herein set forth without the express approval of the Kosciusko County Area Plan Commission.

12. Further Subdivision. No Lot shall be further subdivided without prior approval of the Kosciusko Country Area Plan Commission. Lots, or portions thereof, may be combined for building purposes only if title to such combined Lots is permanently inseparable. No structure may be placed on a Lot having its original, platted configuration except when so combined.

13. Yard Lights. Each Dwelling must have an automatically controlled yard light device installed in the front yard. Yard light will be of such design and construction as shall be approved by the Architectural Control Committee, said Committee shall also have the authority to approve a change in the location of said yard light.

14. Signs. No sign shall be erected or permitted, except a sign not more than five (5) square feet advertising the property for sale or by a builder to advertise the property during the construction period. The signs upon the SIGN EASMENT shall be of such size and construction and may be

lighted as determined by the Architectural Control Committee and shall be for the purpose of identifying the subdivision.

- 15. Fences.** No fence of any kind shall be installed in a front or street yard. No wire or chain link fence shall be installed anywhere within the subdivision. Fences that are weather resistant and otherwise of the type not requiring painting and/or regular maintenance may be installed in a non-street facing side or rear yard. Lot owners are solely responsible to properly maintain any fencing approved by the Architectural Control Committee. Installed fencing must be uniform in appearance around the Lot and cannot be mixed and matched between different styles, materials, and/or colors. The Architectural Control Committee, on a case by case basis, may approve unusual recreational facilities such as but not limited to tennis courts and basketball courts, including appropriate backdrops or fencing, regardless of other prohibitions in these Restrictions. Any fence, other than underground pet containment fences, shall require approval of the Architectural Control Committee.
- 16. Antennas and Satellite Dishes.** Direct broadcast satellite (DBS), multipoint distribution service (MDS), local television broadcast signals (TVBS) and any device used to receive or transmit fixed wireless signals (FWS) that have an antenna or satellite dish that is one meter (39.37 inches) or less in diameter is permissible. An antenna or satellite dish that is greater than one meter (39.37 inches) in diameter is prohibited. Fixed wireless signals (FWS) does not include, among other things, AM/FM radio, amateur (HAM) radio, Citizens Band (CB) radio, and Digital Audio Radio Services (DARS). The placement of an antenna or satellite dish shall be placed to the extent feasible in locations that are not visible from the street. Antenna and satellite dishes can be mounted on the roof of the Dwelling or a pole in the yard. All antenna and satellite dish placements shall be approved by the Architectural Control Committee prior to final placement. On a case by case basis, the Architectural Control Committee will review an alternate placement when a quality signal is not present at the placement not visible from the street.
- 17. Nuisances.** No use shall be permitted which is offensive by reason of odor, fumes, dust , smoke, noise or pollution or which constitutes a nuisance or which is hazardous by reason of fire, explosion or in violation of the laws of the state of Indiana or any subdivision thereof. No Lot shall be used for the purpose of raising, breeding or keeping animals, livestock or poultry except as household pets, providing the same are not kept, bred or maintained for any commercial purpose and are not permitted to become a neighborhood nuisance or hazard in any manner. The installation of fuel or oil storage tanks is absolutely prohibited. The owner of each lot shall keep the lot in a neat and orderly condition and free of tall grass, weeds or other unsightly growth.

- 18. Refuse and Garbage Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept on any lot except in sanitary containers. Any sanitary containers containing rubbish, trash, garbage or other waste materials shall be kept screened and hidden from view except on the day of collection thereof by regular refuse pickup service. No dumping of rubbish, trash, garbage or other waste shall be allowed or permitted in any common areas of the Association.
- 19. Firewood.** Firewood is permitted for fireplaces but shall not be stored in the front yard of any Lot.
- 20. No Temporary Structure.** No structure of a temporary character, basement, mobile home, tent, garage, barn, tool shed or other outbuilding shall be either used or located on any Lot.
- 21. Swimming Pools.** No above ground swimming pools will be permitted on any Lot.
- 22. Commerce or Trade.** No dwelling or house, garage or basement shall be used in any manner as a warehouse or storage, manufacturing, or processing facility of any goods or property to be sold commercially, whether retail or wholesale, nor used commercially by the owner or any other person.
- 23. Parking.** All vehicles parked upon a Lot will be parked upon the driveway or in a garage and will not be parked elsewhere upon the Lot. A boat upon a boat trailer, a boat trailer, travel trailer, camping trailer or motor home may be parked upon the driveway of a Lot for one (1) continuous period of forty-eight (48) hours during any one (1) week and no longer and may not be parked in any other location within the plat, unless within a garage. Commercial vehicles, including school buses, shall not be parked on any Lot or on any Street except for the purposes of deliveries or during construction.
- 24. Common Areas.** Certain playgrounds, flood control areas, greenways, sidewalks and pedestrian rights-of-way designated on the plat and comprising the Common Areas shall be installed for the benefit of all Owners in Barrington Hills. The Common Areas have been transferred to the Barrington Hills Property Owners Association and each Owner shall have a right and easement of enjoyment in and to such Common Areas. The Association previously accepted and now holds legal title to the Common Areas and is responsible for the maintenance thereof. All sections of Barrington Hills shall be entitled to the use and benefit of the Common Area in all other sections of Barrington Hills. The foregoing rights and easements of enjoyment in the Common Areas shall be appurtenant to all Lots in Barrington Hills and further subject to the following:

- a. The right of the Association to borrow money and to mortgage any part or parts of Barrington Hills owned by it in connection therewith.
- b. The right of the Association to suspend the enjoyment of any Member for any period during which any assessment remains unpaid.
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association, and subject to acceptance of such assignee.

25. **Masonry.** Each Dwelling is required to have at least 200 square feet of stone, brick and/or stucco on the street side exterior face thereof.

26. **Sidewalks.** Within one month of Occupancy, the Owner thereof shall have a five foot (5') concrete sidewalk to be installed running from sideline to sideline of the Owner's Lots, placed six feet (6') from the back of the street curb. Corner Lots shall have such sidewalk installed on all sides facing a street. The Owner shall be responsible for maintenance of and snow removal from such sidewalk.

27. **Landscaping.** The Owner shall seed or sod the lawn and provide trees and landscaping as a part of the construction of a Dwelling within nine (9) months of the date of occupancy of the Dwelling. This obligation shall include planting a minimum of two (2) trees in the street side yard. All trees shall have a minimum one and one half inch (1 ½") diameter measured twelve inches (12") above grade. Landscaping shall include six to ten decorative shrubs or bushes to be located at the Owner's discretion. For corner lots, landscaping must be placed on both street facing sides of the house.

28. **Holiday Decorations.** Holiday decorations and lighting must be removed from dwellings, trees, yards, etc. no later than 30 days following the holiday. If unsafe conditions prohibit the removal, then removal must take place at the earliest time conditions are deemed safe.

29. **Enforcement.** The covenants contained herein may be enforced by the Barrington Hills Property Owners Association, the Developer or the Owner of any Lot within Barrington Hills. Any Owner violating these covenants shall be responsible for payment of the expenses of enforcement, including, but not limited to, attorney fees, expert fees and costs.

30. **Approval of Improvements by Architectural Control Committee.** In order to maintain harmonious structural design and lot grades, no Dwelling, building or improvements shall be erected, permitted or altered on any lot (and construction shall not be commenced) until construction

plans and specifications and a site plan showing the location of the structure on said lot and grade elevations have been approved by the Architectural Control Committee. The Architectural Control Committee shall be comprised of members of the Association. Digital 2D copies of the plans of each improvement with detailed front, side and rear elevations and floor plans showing square footage and grade elevations shall be submitted to the Chairperson of the Architectural Control Committee. The Committee's approval or disapproval shall be in writing. In the event the Committee or its designated representative shall fail to approve or disapprove said plans within thirty (30) days after all necessary instruments, documents, and other information have been submitted, then approval to the request as submitted shall be deemed to have been given. The improvements as shown upon said plans shall be substantially completed before said building shall be used or occupied as a Dwelling. All improvements shall be constructed in accordance with the plans and specifications as approved by the Architectural Control Committee and any improvements not so constructed shall be subject to immediate removal at the Owner's expense. The provisions hereinbefore provided for violation or attempted violation of any of these covenants and restrictions shall be applicable hereto. In addition, before any lot or tract within the Addition may be used or occupied, said user or occupier shall first obtain the Improvement Location Permit and Certificate of Occupancy required by the Kosciusko County Zoning Ordinance. Further, before any living unit within the Addition shall be used and occupied, the Developer shall have installed all improvements serving the lot whereon said living unit is situated, as set forth in Developer's plans filed with the Kosciusko County Plan Commission.

31. Easements. Easements are hereby expressly reserved and dedicated with dimensions, boundaries and locations as designated on the attached plat for the installation and maintenance of public utilities (including, but not limited to, water, gas, telephone, electricity, and any other utilities of a public or quasi-public nature) and sewer and drainage facilities.

- a.** Any utility company and the Developer, his successors and assigns, will have the right to enter upon said easement for any lawful purpose. All easements shall be kept free at all times of permanent structures except improvements installed by an authorized utility and removal of any obstruction by a utility company in no way obligate the company to restore the obstruction to its original form. The utility will restore any improvement installed by an authorized utility.
- b.** No building or structures located in the Addition shall be connected with distribution

facilities provided by electrical, television, or telephone services, except by means of wires, cables or conduits situated beneath the surface of the ground (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision, and except for such housing, pedestals or facilities as may be appropriate for connection of utility services for individual Lot Owners). Nothing herein shall be construed to prohibit Street lighting or ornamental yard lighting services by underground wires or cables.

- c. Individual water supply systems and individual sewage disposal systems shall be installed and maintained in the Addition in accordance with all appropriate government regulations. No sanitary sewage shall at any time be discharged or permitted to flow into the storm water and surface water runoff sewer system.
- d. Easements for surface water runoff shall be maintained in a manner conducive to the purposes of such easement and shall be maintained by the Association or any proper public authority to which this duty is delegated. No obstruction shall be placed in any surface drainage easements.

32. Barrington Hills Property Owners Association. The Association was previously formed for the principal purpose of managing and financially supporting all common grounds, parks, parking areas, park equipment and facilities, street or area lighting, and such other similar purposes as the membership may deem necessary or as otherwise specified in the Association's Articles of Incorporation or Bylaws.

- a. **Membership.** One membership shall be created for each lot in Barrington Hills, Section I and Section II.
 - i. If multiple lots are combined into one lot, the combined lots will be considered one member.
- b. **Membership Transfer.** Memberships will transfer from the Developer to his grantee upon delivery of the deed.
- c. **Continuing Membership.** The purchaser of any lot in Barrington Hills shall be a member of said Association and shall continue to be a member of said Association so long as he continues to be the Owner of a Lot in Barrington Hills for the purposes herein mentioned. Membership shall pass with the ownership of land.
- d. **Voting Rights.** Any member not in good standing with the Association shall forfeit their voting rights.

33. **Assessments.** Each Owner of any lot, other than Developer or a successor Developer, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Barrington Hills Property Owners Association the Maintenance Fund assessments and charges as hereinafter provided.

a. **Maintenance Fund.** The Maintenance Fund assessment shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of the Addition and in particular, for the improvement and maintenance of the Common Areas, including but not limited to: repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, street signs, snow removal, insurance, taxes, utilities and all other things necessary or desirable in the opinion of the Members of the Association in connection therewith. The Maintenance Fund assessment as herein provided shall accrue and become a lien upon any said lots as soon as title thereto has been divested from the Developer, or when a Single Family Dwelling shall be erected thereon, whichever shall first occur and shall be payable on the first day of March of each year thereafter. All assessments shall be determined by and paid to the Association and the Association shall be responsible for carrying out the purposes of such assessments. The amount of said Maintenance fund assessment is established as follows:

- i. The annual assessment for the calendar year starting January 1, 2015 shall be \$375.00 per assessable membership paid on or before March 1 of each year.
- ii. For each year thereafter, commencing with the year beginning January 1, 2016, the Board of Directors of the Association shall establish a budget for such calendar year and shall determine the annual membership assessment required to meet said budget. The budget and assessment for each calendar year shall be established by the Board of Directors at a meeting to be held not later than October 31st of each preceding calendar year. The Board of Directors shall then email to all Association members a copy of the budget and notice of the ensuing year's assessment no later than November 15th of the year prior to the year in which the assessment is payable.
- iii. The amount of the assessment set by the Board of Directors for any such calendar year may be changed by the members of the Association at a meeting duly called for that purpose as hereinafter provided. The President or Secretary of the Association shall call a meeting of the membership of the Association, to be held prior to December 31st of the year prior to which the new assessment is applicable, upon receipt of a written petition for assessment review bearing the signatures of at least 20% of the membership of the Association. The written petition shall be received

prior to November 30th. The President or Secretary of the Association shall give at least 15-day written notice of such meeting to all members.

iv. Any change so adopted in the amount of the assessment set by the Board of Directors must have the assent of 2/3 of the memberships of the Association who are voting in person or by proxy at a meeting duly called for such purpose. Failure to vote for any reason will be counted as a vote in favor of the change.

b. Collection. The Maintenance Fund assessment, together with interest thereon and costs of collection as hereafter provided shall be a lien upon the property against which each assessment is made. Each such assessment, together with interest thereon and costs of collection, shall also be the personal obligation of the person or persons who was/were the owner(s) of such property at the time when the assessment fell due. The obligation of the assessment is upon the Owner of the property or the living unit and is not transferred, even though the Owner may have transferred the membership and voting rights in Barrington Hills Home Owners Association, as hereinbefore provided. If the assessments are not paid on the due date, then such assessments shall be a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. However, the personal obligation of the then Owner to pay such assessment shall remain a personal obligation and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within 60 days after the March 1 due date, a fee of fifty (50) dollars in addition to the annual assessment will be charged. After ninety (90) days, the annual assessment combined with the late fee shall bear interest at the rate of 8% per annum. The Association may bring an action against the property Owner personally obligated to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs for preparing and filing such action, including attorney's fees. The lien of the assessments as provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed on the property.

34. Duration and Alteration. These protective covenants, restrictions and limitations shall be construed as, and shall be covenants running with the land and shall be binding upon all Owners of land in Barrington Hills and all persons claiming under them. They shall continue in existence for a period of fifty (50) years from the date of the recording hereof and thereafter shall be automatically extended for successive periods of (10) years each. The protective covenants, restrictions and limitations (but not the easements) may be changed, abolished or altered in part by written instrument signed by the Owners of not less than seventy-five percent (75%) of the Owners of the Lots of Barrington Hills.

35. **Waiver.** The failure of the Developer, the Association or an Owner to enforce any covenant contained herein or right arising from any covenant contained herein shall in no case be deemed a waiver of that right or covenant.
36. **Severability.** Invalidation of any one of these provisions shall in no way affect any of the other provisions which shall remain in full force and effect.

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.

STEVE MCCORMICK

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10/06/2015 10:30:40A 12 PGS
Joetta Mitchell
Kosciusko County Recorder IN
Recorded as Presented

