

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,  
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED  
TO AS PART OF THE DEDICATION AND PLAT OF  
AERO LANDING  
A SUBDIVISION IN HUNTINGTON TOWNSHIP,  
HUNTINGTON COUNTY, INDIANA  
Revised September 2020

Keith W. Moser and Cathleen S. Moser, husband and wife, hereby declare that they are the Owner and Developer of the real estate shown and described in the plat and do hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Aero Landing, a Subdivision in Huntington Township, Huntington County, Indiana.

The lots are numbered from 1 to 29, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to private use for their usual and intended purposes.

ARTICLE I  
DEFINITIONS

“Association” shall mean and refer to the Aero Landing Community Association, Inc., its successors and assigns.

“By-laws” shall mean the By-Laws initially adopted by Aero Landing Community Association, Inc. and all amendments and additions thereto.

“Committee” shall mean the Architectural Control Committee.

“Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

“Aero Landing” shall mean and refer to the name by which the real estate which is the subject of this Declaration shall be known.

“Developer” shall mean and refer to Keith W. Moser and Cathleen S. Moser, their successors and assigns.

“ Dwelling Unit” shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage, hangar, and any appurtenances.

“Lot” shall mean either any of said Lots as platted or any tract or tracts of land as conveyed originally or by subsequent Owners, or later subdivided in accordance with the restrictions stated

herein, which may consist of one or more Lots or parts of one or more Lots as platted upon which a residence may be erected in accordance with the restrictions herein set out or such further restrictions as may be imposed by any applicable zoning ordinance.

“Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

“Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

“Restrictions” shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to and made a part of the Dedication and Plat of Aero Landing.

“Subdivision” shall mean Aero Landing, a subdivision located in Huntington Township, Huntington County, Indiana.

“Southern Lot Area” refers to lots 6 thru 18, and 29 only and generally means Hangar Home Lots.

“Northern Lot Area” refers to lots 1 thru 5, and 19 thru 28 only and means lots that cannot be a hangar home.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- (b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessments against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearings by the Association;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Additions to Common Areas. The Developer reserves the right so long as the Association exists, to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

Section 4. Maintenance of Common Areas. The Association is responsible for the maintenance and upkeep of all Common Areas and the detention pond and surrounding banks.

### ARTICLE III ASSOCIATION MEMBERSHIP

Section 1. Every Owner of a Lot shall be a member of the Association and each Lot shall have one vote in all Association business that affects their lot area either Northern or Southern or in some cases both lot areas. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

### ARTICLE IV COVENANT FOR MAINTENANCE ASESSEMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Keith W. Moser and Cathleen S. Moser, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual Assessments or charges, and
- (2) Special Assessments for capital improvements; such assessments to be established and collected as hereinafter provided. Annual and special assessments or any interest at a fluctuating rate equal to the rate of interest which accrues under the laws of the State of Indiana on judgments, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any Assessment when due, the Association may in its discretion declare the entire balance of unpaid Assessments to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder on Huntington County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest and any costs of collection.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of Aero Landing, including but not limited to the cost of labor, equipment and materials, supervision, security, lighting, lawn care, snow removal, insurance, taxes and all other things necessary; or desirable in the opinion of the Association in connection therewith.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the Maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair or replacement of a capital improvement upon the Common Areas and roadways, including fixtures and personal property related thereto. These assessments will apply to either Northern or Southern areas separately based on the particular area's needs.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 3 or 4 and requiring a vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of the members, members who were not present in person or by proxy may file their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots within either the Northern or Southern area, but may be different between the two areas, and will be collected on a annual basis.

Section 7. Huntington Airport Assessment In consideration of permission granted by the Huntington Airport Board to the Association to use the public airport with a thru-the-fence access from the Subdivision. The Owner of all lots in the Southern area shall be responsible for payment of an access fee as determined by the Huntington Board of Aviation and shall pay this fee to the Huntington Airport. If an Owner does not pay this fee when due, then the Association has the right to encumber the Lot as with other assessments, and restrict or deny their access to the airport at the Thru the Fence location.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by the Developer to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates of annual assessments shall be established by the Association. The Association shall, upon demand and for a

reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date as provided in Section 1 of this Article IV. The Association may bring an action at law against the Owner personally obligated to pay the same: may foreclose the lien against the property in accordance with the provision of Section 1 of this Article IV; or may do both. No Owner may waive or otherwise escape personal liability for the assessments provided for herein by non-use or the Common Areas or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a judgment and court order on a foreclosure of a first mortgage, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V ARCHITECTURAL CONTROL

In order to maintain harmonious structural design and lot grades, no dwelling building or improvements (including fences, walls, swimming pools and spas) shall be erected, permitted or altered on any Lot (and construction shall not be commenced) until the 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" and the appropriate building, zoning, or plan commission officials. The Committee shall be comprised of three (3) members to be designated by the Developer initially. The Developer retains the right to fill vacancies that occur on the Committee and to remove members thereof at any time. The Developer shall have the right, at such time as 50% of Lots are occupied, to relinquish its right to designate the members of the Committee to the Association. Two sets of 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 Architectural Control Committee at the Developer's office or such other place as may be designated. The Committee's approval or disapproval of said plans shall be in writing; in the event the Committee, or its designated representative, shall fail to approve or disapprove said plans within forty five (45) days after all necessary instruments, documents and other information have been submitted, then approval of the request as submitted shall be deemed to have been given. Permits must also be obtained where applicable from the appropriate building, zoning, or plan commission officials. 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 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 Huntington County, Indiana, Zoning Ordinance. Further, before any living unit within the Subdivision 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 Huntington County Department of Community Development.

## ARTICLE VI GENERAL PROVISIONS

Section 1. Residential Purposes and Friendly to Aircraft. No Lot shall be used except for single-family residential purposes. The Subdivision shall promote the enjoyment and enhancement of aviation in perpetuity and shall allow aircraft to taxi on the roadways to the Southern lots and to be housed in hangars on the Southern Lots in perpetuity. Notwithstanding anything in these Restrictions to the contrary, this Section 1. of Article VI shall be effective in perpetuity and shall not be subject to modification or amendment by anyone except that the Developer, and its successors or assigns shall, with the approval of the Huntington County Department of Community Development, have the exclusive right for a period of two (2) years from the recording of the plat to amend this Section 1. Of Article VI.

Section 2. Permanent Buildings. No temporary buildings, house trailers, mobile homes (either single or doublewide), prefabricated homes, modules, houses built elsewhere shall be moved to or placed (either temporarily or permanently) upon the property, either as a single unit or as part of another building being constructed on said property. The fact that a mobile home or a house trailer's axles and tongue have been removed there from and placed upon a permanent foundation shall not change its status so as to exempt it from this prohibition. All dwellings shall be constructed in accordance with the Huntington County Building Code and meet all zoning regulations and electrical and plumbing codes of Huntington County, Indiana.

Section 3. Building Sizes. No Dwelling Unit shall be built on any Lot having the living area of the main structure, exclusive of one-story open porches, breezeways or garages of less than 2,000 square feet for a one-story Dwelling Unit, and not less than 2,150 square feet for a Dwelling Unit of more than one story.

Section 4. Building Setback. No Dwelling Unit shall be located on any Lot nearer to the front Lot line or nearer to the street line than the minimum building setback lines as determined by the Committee. No permanent structure shall be located nearer than a distance of ten (10) feet to an interior Lot line.

Section 5. Garages. All Dwelling Units must have a full size attached garage of at least 450 square feet.

Section 6. Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone

or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting service by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owner of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

Section 7. Utilities Allowed. All electrical lines and telephone lines shall be run underground, and no poles or clothes lines shall be erected on the property; provided, however, radio and television antennas of a height of less than thirty (30) feet from ground level and attached to the main dwelling shall be permissible. Radio or television satellite dishes greater than two (2) feet in diameter shall not be attached to the main dwelling. Such satellite dish greater than two (2) feet in diameter shall be installed behind the main dwelling in a location where, to the extent possible, the satellite dish will not be visible from the street in front of the main dwelling.

Section 8. Temporary Structures and Storage. No structure of a temporary character, trailer, truck, commercial vehicle, recreational vehicle (RV) camper shell, all terrain vehicles (ATV), camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way within the Subdivision at any time, or used as a residence either temporarily or permanently. Permanent storage structures up to 1,200 square feet will be permitted with the prior written approval of the Committee.

Section 9. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install improvements serving such Lot provided in said plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, or by any aggrieved Lot Owner in this Subdivision.

Section 10. Time for Building Completion and Restoration; Grass Height. Every Dwelling Unit on any Lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction. The yard on the Lot shall be seeded and/or installed not later than eighteen (18) months from the beginning of construction of the Dwelling Unit. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. Lots conveyed by the Developer to subsequent Owners shall at no time have grass or weeds or similar type of growth which exceeds eight inches (8") in height. For violations the Association shall mail a notice of violation, if not corrected in 10 business days Association will contract for the

correction of the violation and the lot owner will be charged all costs of correction and collection of this fee.

Section 11. Permits and Certificates. Before any Dwelling Unit on any Lot may be used or occupied, such user or occupier shall first obtain from the Huntington County Department of Community Development an Improvement Location Permit and a Certificate of Occupancy as required by the Huntington County Zoning Ordinance.

Section 12. Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots in the Subdivision shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site of such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots except as expressly provided otherwise herein, so long as the Lots remain improved with one single Dwelling Unit. If permission for such a use is granted, the Lot Owner of the combined Lots shall continue to be assessed annual and special assessments for each of the Lots contained within the combined Lot, and the Lot Owner shall continue to have one (1) vote in the Association for each of the Lots contained within the combined Lot.

Section 13. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless 75% of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Huntington County Department of Community Development. Any such additional lots will be assessed dues and allowed one vote.

Section 14. Drilling, Refining, Quarrying and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No communication towers.

Section 15. No Businesses. No commercial trade or activity whatsoever is permitted, nor erection or display of any signs (whether commercial or otherwise) for such devices; provided, however one sign of not more than 24 inches in height and 24 inches in length advertising the property for sale by a builder or owner may be placed on said property. In no event shall a barber shop, styling salon, beauty parlor, tea room, fortune telling parlor, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming, be operated upon any Lot.

Section 16. Mailboxes. The initial type, location and installation of mailboxes shall be the responsibility of the Developer. Future maintenance is the responsibility of the Association.

Section 17. Trash and Garbage. No part of said property shall be used or maintained for burial of or for dumping of rubbish, trash, garbage, or other waste. All rubbish, waste, or garbage shall be kept in sanitary containers, and shall be removed from the premises at least once a week. Pickup cans set at the curb must be stored out of site once emptied. Under no conditions shall the use of incinerators or burning be allowed on this property.



Section 18. Fires. No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted to burn upon any street, roadway, or Lot in this Subdivision, other than that as related to the construction of a Dwelling unit.

Section 19. Motorcycles and Minibikes, Children under the age of 16 are not allowed to operate motorcycles, minibikes, or any powered vehicle after sunset.

Section 20. Pool and Hot Tubs. No above ground pool which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any Lot. No in ground swimming pool or hot tub or spa may be placed or maintained on any Lot without the prior written approval of the Committee.

Section 21. Fences. No masonry or wooden hedges, or any other types of walls or fences shall be erected on any Lot of a height of more than five (5) feet, and they shall not in any event be erected, placed upon, or constructed upon a Lot until the construction plans and specifications, together with samples of the materials, have been submitted to and approved by the Committee. The use of barbed wire in the construction of a fence is prohibited.

Section 22. Nuisances. No noxious or offensive trade or activity shall be carried on upon any property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or upon the value of any neighboring property. Aircraft of any type including powered gliders, hang gliders, helicopters, ultra lights, and all types of single and multi-engined piston, turbo shaft or turbo jet engined aircraft, shall not be considered a nuisance.

Section 23. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property, except that dogs, cats and other domesticated household pets in common use may be kept, providing that they are not kept, bred or maintained for any commercial purposes or do not become a nuisance to other homeowners in the subdivision. All dogs shall be kept in a fenced-in enclosure, on a leash, or electronic restraint when unattended outdoors. Any fenced-in enclosure must be approved by the Committee before it is constructed. No more than two dogs or two cats may be kept at any residence.

Section 24. Campers. Campers and travel trailers, and boat trailers may be parked temporarily upon the premises for a period of not more than thirty (30) days, however, said equipment may be stored within an enclosed building located on said premises. Items exceeding the time frame will be removed at the owners expense after a 10 business day notice.

Section 25. Firearms. There shall be no discharging of firearms on the premises at any time. Archery is allowed if conducted safely and arrows cannot leave the respective lot.

Section 26. Children. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Subdivision and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. A responsible adult must accompany all children under twelve (12) years of age when using the roadways or taxiways.

Section 27. Surface Drainage. Surface Drainage Easements used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition. No driveway shall be constructed, maintained, altered or permitted to exist on any Lot if the driveway obstructs or would obstruct or significantly impede the flow of surface drainage in the area adjacent to the Lot, in the street right-of-way, or in the swale area adjoining or abutting the Lot.

Section 28. Aircraft Right-of-Way. Streets ingressing from Route 5 are designated for dual use, for aircraft and for automobiles. Vehicles and automobiles shall always yield right-of-way to aircraft and if necessary are permitted to enter the driveway on any Lot for the purpose of allowing an aircraft to pass. Each Southern area Lot shall have the entire forty (40) feet of right-of-way paved or grassed, and no plants, shrubs, or plant growth, or any obstacles shall exceed two (2) feet in height in the forty foot right-of-way.

Section 29. Exterior Lighting. All flood, spot or other lights placed on each Lot shall be placed such that the direct, indirect, or reflected light there from shall not unreasonably disturb the Owners or occupants of adjacent property or Lots. No light shall be so placed or arranged as to blind the operations of aircraft taxiing, landing or taking off. Aircraft using the roadways after sunset are required to have exterior marker lights and a flashing beacon in operation.

Section 30. Painting and Roofing. The exterior of all improvements requiring paint (based on the nature of the surface material utilized and excluding decorative materials not customarily painted) shall be painted and maintained to provide a neat appearance at all times. Any change in exterior coloring scheme shall require prior approval of the Committee. No metal roofs are allowed without the permission of the Committee.

Section 31. Driveways. All driveways from the street to the garage or hangar shall be poured concrete or asphalt and not less than ten (10) feet in width.

Section 32. Parking Surfaces. All parking, taxiways and similar areas on Lots, including but not limited to driveways and aprons, shall be poured concrete or asphalt.

Section 33. Vehicle and Aircraft Parking in the "Southern Lot Area". No parking is allowed on streets or taxiways. Aircraft may not be parked or tied down outside of a building but can only be parked or stored indoors. The Developer or his assigns is granted the power to remove any obstacle, thing or parked vehicle or aircraft from the lots, driveways, streets, roadways, or taxiways upon determining or finding that it is improperly stored, positioned or is a hazard to aircraft operations and may charge a reasonable fee for such removal to a safe location.

Section 34. Fluid Disposal. No petroleum products or hazardous fluids may be discarded on any Lot or drainage easement.

Section 35. Storage Tanks. No underground or aboveground petroleum storage tanks are allowed. Propane tanks larger than 10 gallon capacity must be buried underground.

Section 36. Thru-the-Fence Rules. All rules of the Huntington Airport for a thru-the-fence operation must be adhered to.

Section 37. Concrete Trucks. No heavy trucks are allowed on the roadways at any time. Concrete trucks must only be half full when delivering concrete to prevent damage to the roadways.

Section 38. Rights of Ingress and Egress. The rights of ingress and egress to the subdivision shall only be in such locations as shown on the plat of the Subdivision.

Section 39. Enforceability. The Association, the Developer, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association, the Developer or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so thereafter.

Section 40. Partial Invalidation. Invalidation of any one of these Restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 41. Covenants, Restrictions and Extensions. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these Restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these Restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners.

IN WITNESS WHEREOF, Keith W. Moser and Cathleen S. Moser, Owner of the real estate described in said plan, have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
(Keith W. Moser)

\_\_\_\_\_  
(Cathleen S. Moser)

STATE OF INDIANA  
COUNTY OF HUNTINGTON ) SS.

Before the undersigned, a Notary Public in and for said County and State, personally appeared Keith W. Moser and Cathleen S. Moser, and acknowledged the execution of the above and foregoing instrument for the purposes and uses therein set forth this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
( ) Notary Public

My Commission Expires: \_\_\_\_\_  
Resident of Huntington County, Indiana.