

AMENDED
RESTRICTIVE AND PROTECTIVE
COVENANTS
FOR
COBBLER'S CROSSING

Dated January 12, 2023

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**AMENDED
RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
COBBLER'S CROSSING**

The undersigned being a majority of the Owners by front footage of all lots of COBBLER'S CROSSING enter into these AMENDED RESTRICTIONS AND PROTECTIVE COVENANTS to amend the Restrictions and Protective Covenants for Cobbler's Crossing recorded as follows:

- a. Dated November 30, 1999, recorded December 14, 1999 as Instr. No. 990018902; and
- b. Dated July 20, 1999, recorded July 20, 1999 in Miscellaneous Drawer 21 as Instr. No. 8102;
- c. Dated June 23, 1995, recorded June 23, 1995 in Deed Drawer 22 as Instr. No. 5891.
- d. Dated July 1, 2003, recorded July 16, 2003 as Instr. No. 200315624.
- e. Dated August 1, 2019, recorded July 2, 2020 as Instr. No. 202009100.

The undersigned enter into these AMENDED RESTRICTIONS AND PROTECTIVE COVENANTS ("COVENANTS") for the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting COBBLER'S CROSSING ("SUBDIVISION"), they declare that all of the described real property and each part of such property shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which constitutes the covenants running with the land and shall be binding on all parties having any right, title or interest in the described property or any part of such property, their heirs, successors, and assigns, and shall inure to the benefit of each owner of such property.

SECTION 1 - USE and DEFINITION

1.1 Primary Use Restrictions.

No lot shall be used except for private single family residential purposes. No structure shall be erected, placed, or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half (2 ½) stories in height and containing a private garage attached for the sole use of the owner and occupants of the lot.

1.2 Definitions.

- (a) "Association" shall mean and refer to "Cobbler's Crossing Homeowner's Association," its successors and assigns.
- (b) "Common Area" shall mean all real property owned by Association for the common use and enjoyment of the Owners. The common area to be owned by the Association is described as shown on the Plat which is incorporated herein.
- (c) "Lot" shall mean any plat of land shown on the recorded Subdivision with the exception of the Common Areas.
- (d) "Members" shall mean every person or entity who holds membership in the Association.
- (e) "Owner" shall mean the record owner, whether one of more persons or entities, of a fee simple title to any lot that is part of the Subdivision and shall include contract sellers, but shall not include those holding the title merely as security for the performance of an obligation.
- (f) "Subdivision" shall mean all of the recorded seven (7) sections of Cobbler's Crossing.

SECTION 2 - RULES and ENFORCEMENT

2.1 Nuisances.

No noxious or offensive trade or threatening activity shall be conducted on any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the Subdivision.

2.2 Use of Other Structures and Vehicles.

(a) No barns, mini barns, sheds or building shall be permitted unless the external material matches the main home. Its design and placement must be approved in writing by the Association or Committee designated by the Association's Board of Directors prior to installation

(b) No outbuilding, trailer, tent, shack, garage, barn or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

(c) No trailer, truck larger than a pickup, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked on the street or kept on any lot at any time unless housed in a garage or basement. No vehicle which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street.

i. Commercial Motor Vehicle means any self-propelled or towed vehicle used on a highway in interstate commerce to transport passengers or property when the vehicle:

- Has a gross vehicle weight rating (GVWR) or gross combination weight rating (GCWR) or gross vehicle weight (GVW) or gross combination weight of 10,000 pounds or more;
- Is designed to transport more than 8 passengers (including the driver) for compensation;
- Is designed to transport 16 or more people including the driver, and is not used to transport passengers for compensation;
- Is transporting hazardous materials in quantities requiring the vehicle to be placarded. (There is no weight threshold for placarded vehicles and applies to intrastate or interstate operations;

(d) No vehicle shall be continuously or habitually parked on any street or public right-of-way. For purposes of this paragraph, habitually or continuously parked on any street or public right-of-way shall mean any period in excess of eight (8) hours. It is the intent and expectation that residents of the Subdivision park their vehicles in their driveways or garages.

(e) All roads in Cobbler’s Crossing are public rights-of-way and are maintained by Floyd County. Floyd County ordinances within the road rights-of-way supersede Cobbler’s Crossing Restrictions and Protective Covenants.

(f) No above-ground or on-ground pools shall be allowed. The only pools that are allowed are completely in-ground pools.

(g) Airbnb and other types of like services are strictly prohibited, as well as short-term leases, short-term rentals, or other similar like services. “Short-term” refers to anything less than 30 days.

2.3 Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets as found in this geographic area may be kept provided they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet.

2.4 Landscaping; Sidewalks; Driveways; Trees.

Each lot owner shall have and maintain a concrete driveway. The size of the driveway shall be such as to allow for the parking of four cars in said driveway.

2.5 Mail and Paper Boxes.

(a) No mail box or paper holder shall be placed on any lot unless its design and placement are approved in writing by the Association or Committee designated by the Association's Board of Directors.

(b) Mailbox must be constructed of the same materials, as close as possible, as the house (matching brick and mortar or stucco).

(c) Lot owner will repair / replace damaged mailbox within 60 days of damage, or provide proof to the Board that repairs are being made.

2.6 Underground Utility Service.

Utility service lines serving each lot shall be underground and shall be located only in those areas reserved on the plat for utility easements. The utility easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein, and no change in the grade or elevation thereof, shall be made by any person, firm or corporation owning any legal or equitable interest in any lot in the Subdivision without the expressed consent in writing of the utility service companies providing utility service to the Subdivision, **unless permitted by Floyd County.**

2.7 Clothes Lines; Fences and Walls.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side of the residence. Fences shall be approved in writing from the Association or committee designated by the Association's Board of Directors prior to installation. Fences shall not exceed six (6) feet in height.

(c) No fence shall be placed on any lot unless its design and placement are approved in writing by the Association or Committee designated by the Association's Board of Directors prior to installation.

(d) All fences, new or replacement, must be installed with the finished side facing out.

(e) Lot owner will repair / replace damaged, defective, dilapidated fences, due to normal forces of the elements or incident, within 60 days of damage or provide proof to the Board that repairs are being made.

(f) No tennis court/chain link fence shall be erected on any lot in the subdivision.

(g) In the event that an in-ground swimming pool is installed on any lot in the subdivision, a privacy fence shall be erected to screen such swimming pool from sight.

2.8 Duty to Maintain Lot.

It shall be the duty of each lot owner to keep the grass on the lot properly cut **8 inches or less from the ground**, to keep the lot free from **excessive** weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, the Board of Directors of the Association, or a committee designated by it may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive and the owner shall immediately upon demand, reimburse the Association for all expenses incurred in doing so.

2.9 Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropractic, osteopathy, and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Nothing herein shall prevent an owner from “working at home” so long as there are no other employees or increases in traffic as a result of such work.

2.10 Signs.

No signs for advertising or for any other purpose other than **one** Builder’s Sign be displayed **during construction** on any lot or on a building or structure on any lot, **or** one sign for advertising the sale or rent thereof, which shall not be greater in area than **five** square feet, provided, however, the Real Estate Company shall have the right following the sale of a lot, to place signs on such lot indicating the sale and/or the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

2.11 Drainage.

(a) Drainage of each lot shall conform to the engineered drainage plans of Developer for the Subdivision. Under no circumstance shall a drainage ditch be filled, altered or piped without prior written consent of a professional engineer **and permitted through Floyd County**. All storm water runoff, downspout drain lines, and sump pump drain lines shall be directed either to the street or to the rear drainage ditch. During construction, a general contractor shall conform to the standards of “Rule Five”, a soil conservation law, effective November, 1992.

(b) Drainage issues are a matter of lot owner responsibility and cannot be resolved by involvement of the HOA.

2.12 Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept, except in sanitary containers.

2.13 Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements **unless permitted by Floyd County**. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

2.14 Enforcement of Rules

(a) The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, and reservations, now or hereafter, imposed by the provisions hereof.

(b) Further, the Association additionally has the following rights:

- i. to send Demand or Warning letters to owner violating these covenants;
- ii. to impose reasonable fees for failure to abide by the covenants. Fees shall be established yearly at the annual HOA meeting and will be imposed to owners who have received at least three (3) Demand or Warning letters.
- iii. to file a lien against the property of an owner who has received but failed to pay fees as set forth herein; and
- iv. to file a lien against the property of an owner who has failed to pay their assessments.

SECTION 3 – HOMEOWNER’S ASSOCIATION

3.1 Membership and Voting Rights

(a) Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any lot which is subject to assessment.

(b) The Association shall have one class of voting membership. Members shall be all Owners and shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members. The vote for such shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional votes nor shall more than one vote be cast with respect for any lot. Each vote cast for a lot shall be presumptively valid. But if such vote is questioned by any member holding any interest in such lot, if all such members are not in agreement, the vote of such lot which is questioned shall not be counted.

3.2 Creation of the Lien and Personal Obligations of the Assessments

The owner of any lot within the Subdivision by acceptance of a deed to any such lot, whether or not it shall be expressed in such deed, is deemed to covenant and agrees to pay to the Association an annual assessment or charge which is initially in the sum of One Hundred Fifty Dollars (\$150.00) per lot due on the 15th day of **March**. The annual assessment, together with interest, cost, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property on which such assessment is made. Each assessment together with interest, cost, and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such property at the time the assessments are due. The personal obligations for delinquent assessments shall not pass to his successors in title unless expressly assumed by them in the deed to such lot.

3.3 The purpose of the assessments levied by the Association shall be exclusively to promote the recreation, health, safety and welfare of the residents of the Subdivision and for the improvement and maintenance of the Common Areas.

3.4 Each year, the Association's treasurer will prepare an estimated budget, and the Association's Board of Directors may propose an annual assessment fee that can be higher than \$150. The fee will be reviewed at the annual meeting and voted on by all owners in attendance (1 vote per lot). If the majority vote approves the budget and annual assessment at the annual meeting, that rate shall be the new assessment fee amount and will remain unless additional changes to annual assessment are recommended in the future. If the majority vote does not approve the budget for the next year, the annual assessment rate shall be the same as it was the year prior. Under no circumstances shall the annual assessment rate be less than \$150.

3.5 Effect of non-payment of assessments.

Remedies of the Association: any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Fifteen Percent (15%) per annum. The Association may bring an action at law against the owner primarily to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of such lot.

3.6 Subordination of the Liens and Mortgages.

The liens of the assessment provided for herein shall be subordinated to the lien of any first mortgage in existence at the time the assessment becomes a lien. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to any mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for the assessment thereafter becoming due or from the lien thereof.

3.7 Exempt Property.

All properties dedicated to and accepted by a local public authority, and the Common Areas shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from the said assessments.

3.8 Notice and Quorum.

(a) Written notice of any meetings called for the purpose of taking any action shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of the members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. And a required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting. A majority vote of the quorum shall be required to take action, with exception of annual assessment as stated in Section 3.4.

(b) Notice may be served by electronic means if an Owner consents thereto.

(c) Owners may vote on Association matters, by electronic means, and that vote shall count towards the quorum if the Owner consents to this method of attending and voting.

3.9 Directors and Incorporation.

The Homeowner's Association is an incorporated non-profit entity. They shall appoint a Board of Directors to act on behalf of the Association, and to set forth by-laws to guide the Association and/or its Directors.

3.10 Owners Easements and Rights of Enjoyment.

Every owner shall have the right and easement of enjoyment in and to the Common Areas which right and easement 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 dedicate or transfers any or all parts of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument of agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.
- (b) The Association shall mow and maintain all Common Areas in all sections of Cobbler's Crossing, including the park, the islands in the Road Rights-of-Way and the areas directly in front of the Entrance Walls.

SECTION 4 – CONSTRUCTION RULES

4.1 Building Materials; Roof; Builder.

(a). The exterior building material of all structures shall extend to ground level and shall either be brick, stone, brick veneer or stone veneer, or a combination of same. However, the Association's Board of Directors, or a committee appointed by them, may approve in writing the use of other exterior building materials.

(b). The roof pitch of any residential structure shall not be less than six (6) inches vertical for every twelve (12) inches horizontal for structures with more than one (1) story, and eight (8) inches for every twelve (12) inches horizontal for one story structures.

(c). The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of two (2) years and must have supervised the construction of or built a minimum of six (6) homes. The Association, or a committee appointed by its Board, reserves the right to waive these standards of experience.

(d). No structure of a temporary character shall be permitted in any lot except temporary tool sheds or field offices used by a builder, which shall be removed when construction is completed.

4.2 Landscaping; Sidewalks; Driveways; Trees.

(a) After the construction of a residence, the lot owner shall grade and seed or sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets.

(b) Each lot owner shall concrete the driveway within one month after the completion of a single family dwelling. The size of the driveway shall be such as to allow for the parking of four cars in said driveway.

4.3 Garages and Swimming Pools.

(a) All lots shall have at least a two car garage but not more than a three (3) car garage unless otherwise approved in writing by the Association or a committee appointed by them. Garages, as separate structures, are subject to prior plan approval under Section 4.1 hereof. No carport shall be constructed on any lot.

(b) No above-ground or on-ground pools shall be allowed. The only pools that are allowed are completely in-ground pools.

(c) No swimming pool shall be placed on any lot unless its design and placement are approved in writing by the Association or Committee designated by the Association's Board of Directors prior to installation.

4.4 Setbacks.

(a) No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building set-back lines shown on the recorded plat. The Association, or a committee appointed by them, may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(b) For purposes of the Restrictions and Protective Covenants, all adjoining lots or portions thereof used as a site for the construction of a single dwelling structure shall be considered one (1) lot, so that these Restrictions and Protective Covenants relative to side lot lines shall mean the side lines of any one or more lots or portion or portions of any lot or lots used as a single dwelling building site.

(c) For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided, however, that this exception shall not be construed to permit any portion of a dwelling structure or any other building to encroach upon another lot. In no event shall any dwelling structure or any other building be erected in violation of side yard requirements of any applicable zoning ordinance in effect at the time of construction thereof. The minimum lot size shall be as shown on the recorded plat.

4.5 Minimum Floor Areas.

(a). The ground floor area of a one story house shall be a minimum of 1,550 square feet, exclusive of the garage.

(b). The total floor area of a one and one-half (1 ½) story house and a two (2) story house shall be a minimum of 1,850 square feet, exclusive of the garage.

(c). Finished basement areas, garages and open porches shall not be included in computing the total floor area of any residential structure.

4.6 Drainage.

During construction, a general contractor shall conform to the standards of "Rule Five", a soil conservation law, effective November, 1992.

SECTION 5 – GRIEVANCE PROCEDURES

5.1 Grievance Resolution and Limitations on Litigation. The Association, all persons subject to these Covenants, and any person not otherwise subject to these Covenants who agrees to submit to this Article (collectively "Bound Parties") agree to encourage the amicable resolution of disputes involving the Association, Covenants, Subdivision, Common Areas and Assessments, and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Association, Covenants, Subdivision, Common Areas and Assessments, including without

limitation, claims, grievances arising out of or relating to the interpretation, application or enforcement of these Covenants, the By-Laws, the Association rules or the Articles of Incorporation (collectively “Claim”), except for those Claims authorized in paragraph (a) shall be subject to the procedures set forth in paragraph (b).

- (a) **Exempt Claims.** The following Claims (“Exempt Claims”) shall be exempt from the provisions of paragraph (b).
 - (i) Any suit by the Association against any Bound Party to enforce the provisions of the Covenants and the By-Laws as they pertain to assessments; and
 - (ii) Any suit by the Association to obtain a temporary restraining order (or equivalent relief) and such other ancillary relief as the court may deem necessary in order to protect the health and safety of the Members as a whole; and
 - (iii) Any suit between Owners. Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in paragraph (b), but there shall be no obligation to do so.

- (b) **Mandatory Procedures for All Other Claims.** Any Bound Party having a claim (“Claimant”) against any other Bound Party (“Respondent”) other than a Claim exempted from this provision by paragraph (a), shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures:
 - (i) **Notice.** The Claimant shall notify each Respondent in writing of the claim (the “Notice”), stating plainly and concisely:
 - (1) the nature of the Claim, including date, time, location, persons involved, Respondent’s role in the Claim and the provisions of the Covenants, the By-Laws, the Rules, the Articles of Incorporation or other authority out of which the Claim arises;
 - (2) the basis of the Claim (i.e., the provision of the Covenants, By-Laws, Rules or Articles triggered by the Claim);
 - (3) what Claimant wants Respondent to do or not do to resolve the Claim; and
 - (4) that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(ii) Negotiation.

(1) Each Claimant and Respondent (the “Parties”) shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(2) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the parties and to the welfare of the Community.

(iii) Mediation.

(1) If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) (“Termination of Negotiations”), Claimant shall have 30 additional days within which to submit the Claim to mediation under the provisions of Indiana’s Alternative Dispute Resolution, or other independent agency providing similar services upon which the Parties may mutually agree.

(2) If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

(iv) Final and Binding Arbitration.

(1) If the parties do not resolve the Claim through mediation, the Claimant shall have 30 days following termination (as determined by the mediator) of mediation proceedings (“Termination of Mediation”) to submit the Claim to arbitration in accordance with the Rules of Arbitration as set forth in Indiana’s Alternative Dispute Resolution, as set forth in Indiana Rules of Court) or the claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

(2) This subsection (iv) is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims. The arbitration award (the “Award”)

shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Indiana.

- (c) **Allocation of Costs of Resolving Claims.** Each Party shall bear all of its own costs incurred prior to and during the proceedings described in paragraph (b), (i), (ii), and (iii), including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) pursuant to paragraph (b) (iii).
- (i) each Party shall bear all of its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation under paragraph (b) (iii) and shall share equally in the costs of conducting the arbitration proceeding (collectively, “Post Mediation Costs”), except as otherwise provided in this subsection; provided, however, if the Claim is rejected in whole or in part, the Claimant shall pay all Post Mediation costs, including the costs incurred by the Respondent.
- (d) Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation or mediation in accordance with paragraph (b) and any Party thereafter fails to abide by the terms of such Agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such Agreement of Award without the need to again comply with the procedures set forth in paragraph (b). In such event, the Party taking action to enforce the Agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such Agreement of Award, including, without limitation, attorney fees and court costs.

SECTION 6 - MISCELLANEOUS

6.1 Restrictions Run with Land.

Unless altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument is signed by a majority of the Owners. Failure of any Owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violation, shall not be deemed a waiver of the violation, or the right to seek enforcements of these restrictions.

6.2 Plan of Development of Cobbler’s Crossing.

Cobbler’s Crossing is to be developed in seven (7) sections. Section Seven (7) includes eight (8) lots subject to this declaration.

6.3 Invalidation.

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

6.4 Obligation to Construct or Recover.

Each lot owner shall, within six (6) months of a house being totally destroyed or partially damaged, commence in good faith the construction of a single family dwelling approved according to these covenants. Additional time shall be allowed if construction is delayed due to insurance issues.

IN WITNESS WHEREOF, the Owners herein have caused this instrument to be executed this _____ day of _____, 2023.