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PATRICIA E. PERRY
WARRICK COUNTY RECORDER
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DECLARATION OF CONDITIONS, RESTRICTIONS, RESERVATIONS, AND PROTECTIVE COVENANTS FOR MINER'S LAKE SUBDIVISION

THIS DECLARATION OF CONDITIONS, RESTRICTIONS, RESERVATIONS, AND PROTECTIVE COVENANTS ("Declaration") is made on October 21, 2025 by the Developer for Miner's Lake Subdivision, a subdivision located in Warrick County, Indiana.

RECITALS:

Whereas, the Developer is the owner of certain real property located in Warrick County, Indiana, a portion of which is to be developed as a residential subdivision; and

Now THEREFORE, the Developer hereby declares that all of the property described on Exhibit A attached hereto (the "Real Estate"), and such additions as may be made pursuant to Section 21, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and shall be binding on all parties having any right, title or interest in it, their heirs, successor and assigns, and shall inure to the benefit of each owner.

TERMS:

1. **Definitions.**
 - (a) "Developer" shall mean American Land Holdings of Indiana, LLC, a Delaware limited liability company.
 - (b) "Dwelling" shall mean a house designed for occupancy and use by a single family.
 - (c) "Lot" shall mean and include any one of the following:
 - (i) any platted lot in the Subdivision, including as shown on Exhibit B attached hereto; or
 - (ii) all or a portion of a platted lot in the Subdivision, together and combined with all or a portion of an adjoining platted lot in the Subdivision to be used as a single building site.

- (d) "Owner" or "Lot Owner" shall mean any person, persons, entity, trust, estate, or other entity with legal or equitable title to any Lot in the Subdivision.
 - (e) "Structure" shall mean and include any and all improvements of every kind and nature including, but not limited to, Dwellings, garages, swimming pools, green houses, garden shelters, satellite dishes, buildings to shelter pets, driveways, fences, and buildings for the storage of vehicles, equipment, and tools.
 - (f) "Subdivision" shall mean Miner's Lake Subdivision.
2. Residential Use. All Lots shall be known as, described as, and shall be used only for residential purposes and shall not be used for any business, commercial or industrial purposes. Business activities may be conducted on the Lot by an Owner or an occupant; provided, however, that there are no employees and that not more than two (2) persons other than the Owner or occupant use the premises in any one (1) hour. No sign shall be displayed on any residence or Lot to indicate the presence of such business activity. No business activity may be conducted in the Subdivision which would cause the delivery of merchandise for resale or cause customer or service traffic to the Lot involved. All Dwellings shall be residential, private, single-family residences.
3. Minimum Standards for Structures. All Structures commenced, erected, or placed on any Lot, or thereafter altered or changed, shall comply with the following provisions:
- (a) All solar panels shall either be placed on the back side of the roof of the Dwelling, or on the back side of the roof of a permitted outbuilding. No solar panels shall be placed in any other area, including the owner's yard, and no solar panels shall be within view when facing the front of the Dwelling or outbuilding.
 - (b) Each Lot shall include a private garage for not less than two (2) cars, either attached to the Dwelling or detached from the Dwelling, constructed in conformity and harmony of the external style and design of the Dwelling. No carports shall be allowed. Any pole barn erected or constructed shall be in addition to, and not in lieu of, this "private garage" requirement.
 - (c) Cement block foundations or poured concrete foundations shall not be exposed on any Structure.
 - (d) All exterior building material shall be either brick, stone, cultured stone, stucco, vinyl, aluminum, concrete composite, wood or wood products, or a combination of any two or more of these materials.
 - (e) All driveways shall be wholly paved with concrete, asphalt, or gravel, provided the same complies with Warrick County Code.

- (f) No Dwelling shall contain less than Two Thousand (2,000) square feet of living area (exclusive of and not including the dimensions of the porch, breezeway, garage, and basement).
- (g) All mailboxes shall be well-maintained and shall match the exterior of the corresponding Dwelling.
- (h) No Structures shall violate the setback requirements of the Warrick County Code, as amended from time to time.

4. Outbuildings.

- (a) No trailer, mobile home, tent, or modular house shall be permitted on any Lot or used as a residence, either temporarily or permanently; provided, however two (2) outbuildings per Lot may be permitted. Not more than one (1) camper or RV shall be permitted on any Lot, provided no such camper or RV shall be used as a permanent residence.

No 'pole barn residences' shall be constructed on any Lot, whereby a pole barn is attached to the primary residential living space of a Dwelling; provided, however, during the construction of each Owner's Dwelling, each Owner is permitted to use any Structure located on such Owner's Lot, including a pole barn residence, as his or her primary living space until the construction of such Owner's primary Dwelling is complete in accordance with Section 6 of this Declaration.

5. Swimming Pools. Swimming pools must be of a permanent inground type. Aboveground pools shall not be permitted. Hot tubs shall be permitted so long as they are located on a deck or patio and are placed in an area which does not abut the street and cannot be viewed from the street. Fences for swimming pools shall be at such heights as required by applicable governmental ordinances.

6. Construction Process.

- (a) In the event an Owner commences construction of a Dwelling on a Lot, such construction, together with its landscaping, shall be completed within two (2) years from the date of commencement of the construction of said Dwelling, provided that the time for completion of construction may be extended for good cause due to circumstances beyond the reasonable control of the builder, contractor, or supplier.

- (b) No burning of waste materials on site is permitted during construction.
 - (c) Each Lot owner shall require all activities during construction to be confined within the boundaries of the owner's Lot and to exercise good erosion control practices.
 - (d) Within the first planting season after the completion of construction of a residence, the Owner shall cause any portion of the grounds of applicable Lot that is disturbed or altered from its natural state during construction to be graded, seeded, mulched, and a good turf to be established and thereafter maintained.
7. Fences. Chain link fences, barbed wire fences, and woven wire fences in the Subdivision are prohibited.
8. Appearance of Lots. Each Lot Owner shall at all times maintain the Owner's Lot, and any Structures thereon, in such a manner as to prevent the Lot or Structure from becoming unsightly. In particular, each Owner shall:
- (a) Mow such portion of the Lot upon which grass has been planted at such times as may be reasonably required;
 - (b) Keep the Lot free of debris and rubbish;
 - (c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision;
 - (d) Keep the exterior of all Structures and improvements in a good state of repair and maintenance;
 - (e) Any and all equipment, wood piles, garbage cans, refuse or storage piles placed on any Lot shall be concealed from the view of neighboring Lots, streets, and open areas; and
 - (f) No clotheslines visible from any street are permitted.

If a Lot is not kept and maintained free of weeds, tall grass, rubbish and debris, the Developer shall have the right to enter upon any Lot to cut grass and weeds and remove waste or debris and the Lot Owner thereof shall pay the Developer, upon demand, the cost of such corrective action, plus a fee in the amount of twenty percent (20%) of the cost of the mowing/ weed removal.

9. Erosion Control. Every Lot Owner and contractor shall have the responsibility of practicing erosion control, as required by the Indiana Department of Environmental Management ("IDEM"). In particular, the rule requires that erosion control practices be

used during construction and prior to grading, seeding, and mulching in accordance with Section 6(c) above that will minimize soil erosion and sediment-laden water from flowing from the building sites and requires the streets to be kept free from transported soil from the building site.

10. Fractional Lots. Under no circumstances shall any Dwelling be erected or permitted to remain upon less than one (1) full Lot, as originally platted and subdivided according to the recorded Plat of the Subdivision.
11. Easements. The strips of real estate of the width shown on the recorded plat of the Subdivision, if any, and marked as easements on the plat, if any, are reserved for the installation, use and maintenance of any and all public utilities, including, but not limited to, the installation of water, sewer, gas mains, cable television, and electric facilities, but subject at all to the rights of the proper authorities. All utility services shall be underground.

The areas marked as drainage easements on the plat are reserved for the construction and/or maintenance of facilities for drainage of water only. Such easements shall not be obstructed, altered, damaged or otherwise changed by the owner of any Lot and it shall be the obligation of the owner of each Lot to keep and maintain the drainage easement and/or facility located thereon clean, open, and unobstructed.

No Structures or plantings shall be erected nor permitted to remain within any of said easements which in any way damage or interfere with the intended installation, use and/or maintenance of said easements.

All electrical power, cable television, telephone service and other utilities shall be installed underground from the public utility easement located on the Lot to the Dwelling. No overhead utility service, wire to poles, or wire from poles to Dwellings, will be permitted, except for temporary service during the construction process. No Structure or planting shall be placed on or within or be permitted to remain on or within any such easement, which may damage or interfere with the installation or maintenance of utility facilities or which may change the direction of or obstruct or retard the flow of water through the drainage channels in the easements. Each such easement area shall be kept clean and maintained continuously by the Owner of each Lot upon which any such easement is located.

12. Utilities. Any required tap-in and/or installation fees for any utility or service (including, but not limited to, water, sewer, electric, phone) shall be the sole responsibility and obligation of the Lot Owner.
13. Nuisance. No Owner shall cause or permit any nuisance to be maintained on any Lot. No activity which violates any applicable statute, ordinance, regulation or law shall be

conducted on any Lot. No noxious fumes or odors shall be permitted to emanate from any Lot. No noxious or offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision. There shall be no discharge of any firearms upon or within the Subdivision. Further, there shall be no hunting with firearms, nor bows and arrows, upon or within any Lot.

14. Signs. Except as permitted by law, or otherwise permitted by the Developer, no signs shall be permitted in the Subdivision; except however, a Lot Owner may place a "For Sale" or "For Rent" sign on a Lot being offered for sale or rent; provided, however, such signs shall be of a similar size of other signs of a similar nature. Pursuant to I.C. 32-21-13, et seq., as amended, an Owner may place a political sign on the Owner's property during the period beginning thirty (30) days before and ending five (5) days after the date of the election to which the sign relates; provided, however, such signs shall be subject to I.C. 32-21-13, et seq., as amended.
15. Pets and Animals. All pets and animals shall be confined to their respective Lot. Nothing herein shall permit any violation of any Warrick County ordinance, rule, or regulation related to the maintenance and confinement of animals or pets.
16. Storage of Building Materials. No lumber, brick, veneer, stone, blocks, concrete, or other building materials, nor any other thing used for building purposes, shall be stored outside on any Lot except for the purpose of the construction of the residence on such Lot, and then only for the period of time as is reasonably necessary for such construction.
17. Water and Drainage. The water from downspouts or other surface water drainage shall be directed to controlled drainage. The natural and man-made drainage facilities of the Subdivision shall not be obstructed, altered, damaged or otherwise changed by any Lot Owner, and it shall be the obligation of the Owner of each Lot to keep and maintain the drainage facility located thereon clean, open, and unobstructed.
18. Septic Systems. Every Lot Owner shall have the sole responsibility of complying with the Warrick County Ordinances and Warrick County Health Department regarding septic systems. Each Lot Owner shall at all times maintain and keep in good repair the septic system located on their respective Lot. Each Lot Owner in the Subdivision shall indemnify and hold harmless Developer for any liabilities of, or any damage whatsoever resulting from, or any way attributable to the discharge of any storm water, surface water, ground water, roof runoff (down sprouts from gutters or footing tiles), subsurface drainage (basement foundation drains), cooling water or unpolluted industrial water from any sanitary system.
19. Lake Covenants. The Subdivision abuts a portion of an existing lake which is shared by owners of real estate other than Owners of Lots in the Subdivision. Nonetheless, in order to govern use and enjoyment of such lake by the Owners of Lots in the Subdivision, the

following covenants, restrictions, and agreements shall apply to such persons' use and enjoyment of the surface of said existing lake for boating, swimming, and fishing, to-wit:

- (a) All fishing shall be done by pole, rod and reel, or other individual type gear and there shall be no trot lines, seizing, or dipping of fish.
- (b) All power motorboats shall be limited to motors of 40 horsepower or less.
- (c) Nothing contained herein shall permit any Owner to gain entry onto any Lot of any other persons.
- (d) No substance shall be dumped into the lake, except necessary and usual chemicals, and no guest shall commit any act which shall pollute the lake.
- (e) No septic tank, field bed, or other sanitary disposal facility shall be allowed to drain directly or indirectly into the lake, nor shall any such effluent be allowed to percolate through the ground into the lake.
- (f) The lake shall not be used for any commercial purpose.
- (g) No animal shall be maintained within fifty (50) feet of the lake shore at any point.
- (h) Each Owner's Lot abutting the lake shall be kept free of debris and any substance which would harm the lake water.

Nothing herein shall permit any Owner whose respective Lot does not abut the lake to have access, or an easement over any other Lot, to the lake.

20. Mineral Extraction. Developer hereby notifies all Owners, and each Owner acknowledges, that strip mining has taken place in the area. Each Owner should consider footing requirements which exceed the state code requirements. Recommendations for a minimum footing are as follows: Footings shall be at least 24" wide and 14" thick with a 5-5/8 rebarred rods 4" from bottom and 2-5/8 bars 2"-3" from top. All rebarred rods shall be set on chairs to ensure proper location in footings. Whenever possible, all footings shall be one level with bearing walls and outside walls tied together. All foundation walls, either crawlspace or basement walls, properly should be poured foundations. These recommendations are set forth as a minimum suggested requirement, not as a guarantee. Each Owner should consult with a qualified contractor for exact specification requirements for Owner's floor plans.

Fill dirt has been or may need to be added to the certain Lots. Owners and builders are advised of such fact and should determine the sufficiency of the compaction and condition of the dirt on each Lot for the purpose of determining requirements for safe and sufficient construction of foundations and structures.

DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER, OWNERS' GUESTS, INVITEES, SERVANTS, SUCCESSORS OR ASSIGNS, OR TO ANY OTHER PERSON AND EACH OWNER SHALL INDEMNIFY AND HOLD HARMLESS DEVELOPER FROM AND AGAINST ANY DAMAGE, LOSS, OR INJURY OF ANY KIND THAT MAY RESULT TO PERSONS OR PROPERTY BY REASON OF ANY DEFECTS IN THE CONDITION OF THE SUBDIVISION OR ANY PART THEREOF, EXISTING NOW OR HEREAFTER ARISING, WHETHER SUCH DEFECTS BE KNOWN OR UNKNOWN.

21. Additions to Existing Subdivision. Additional lands may become subject to this Declaration in any of the following manners:
 - (a) Other Additions. Additional residential property and common areas which are not presently a part of the general plan of development may be annexed to Miner's Lake by the Developer.
 - (b) Plat Changes. No Lot or Lots shall be subdivided, except as such may become necessary in order to correct minor changes resulting from the errors of the survey in the platting of the Subdivision. In such event, the Developer may (x) subdivide or re-subdivide lots without the consent of any other Lot Owners; and (y) make other modifications to the recorded Plat of the Subdivision, including modification to building setback lines or easements as may be permitted by applicable zoning ordinances without the consent of other Lot Owners.
22. Acceptance of Deed. Acceptance of a deed of conveyance to any Lot or land in this Subdivision by any person or persons shall be construed to be acceptance and an affirmation by such person or persons of each and all of the covenants, conditions, reservations, and restrictions herein set forth, whether or not the same be set out or specified in such conveyance.
23. Owner's Association. No later than the date that Developer shall have sold one hundred percent (100%) of the Lots as initially platted in the Subdivision, Developer may, but shall have no obligation to, cause the formation of an Indiana nonprofit corporation, to be known as Miner's Lake Homeowners' Association, Inc. (or other similar name) (the "Association"). The purpose of said Association shall be for the enforcement of the terms and provisions of this Declaration, and for such other purposes as may be from time to time authorized by the By-Laws of the Association. The care and maintenance of any public utility and/or drainage easement and any unpaved portion of the street right-of-way lying within the boundary lines (and the extension thereof) of any Lot shall be the responsibility of the Owner of such Lot and shall not be deemed to be common areas.
24. Enforcement of Covenants and Restrictions. Each and all of the covenants, restrictions, conditions, and reservations contained herein shall inure to the benefit of all Owners of

Lots in the Subdivision jointly and severally, and may be enforced by them, or by any of them, and/or by the Developer, and/or the Association herein established, in any court of competent jurisdiction by injunction or other appropriate remedy. The party adjudged to have violated any of said restrictions shall be liable to the aggrieved party for reasonable attorneys' fees, which shall be fixed by the court hearing said matter. The Owner of any Lot in the Subdivision and/or said Developer, and/or Association shall have the right to enforce said covenants, conditions, restrictions, and reservations without proof of pecuniary damage to property in this Subdivision, or otherwise. With respect to any provision in this Declaration granting the Developer specific rights to enforcement, any such enforcement of the same by the Developer shall be at the sole discretion of the Developer, and each owner of each Lot hereby waives, releases, and forever discharges Developer from any liability for failing to enforce any of the covenants, reservations, conditions, and restrictions contained herein. Notwithstanding the foregoing, the failure by the Developer to enforce any of the covenants, reservations, conditions, or restrictions contained herein shall not be deemed a waiver of the violation or the right to seek enforcement of any such covenant, reservation, condition or restriction.

25. Invalidation of a Restriction or Condition. Invalidation of any of the foregoing covenants, conditions, or restrictions by judgment or order of a court shall in no way affect any of the other covenants, conditions or restrictions, all of which shall remain in full force and effect.
26. Amendment and Binding Effect. Unless cancelled, altered, or amended under the provisions of this paragraph, each and all of the covenants, reservations, conditions, and restrictions herein contained shall be deemed covenants running with the title to the land and shall be binding upon all parties and all persons claiming under them for a period of ten (10) years from the date of the recording of this indenture, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Developer (so long as the Developer still owns one (1) Lot within the Subdivision) and seventy-five (75%) of the then Owners of the Lots in this Subdivision has been recorded agreeing to change, modify or eliminate said covenants and restrictions in whole or in part; provided, however, that if the Developer, its designated successors or assigns, as applicable, then owns any Lot or any portion of the Subdivision, or if any portion of the Real Estate remains unplatted as a phase, this Declaration may not be so changed in whole or in part without the prior written consent of the Developer in its sole discretion. From the date of this Declaration and for so long hereafter as the Developer, its designated successors or assigns, as applicable, owns any Lot or any portion of the Real Estate, (i) this Declaration may hereafter be unilaterally amended by the Developer to bring the terms and provisions hereof in compliance with any applicable governmental law, rule, regulation, order, decree, judgment or ordinance; (ii) the Developer may otherwise unilaterally amend this Declaration as the Developer may elect in its sole discretion, provided, that any such amendment in the sole judgment of the Developer under this clause (ii) shall not materially adversely affect the then

existing private single-family residential nature of the developed sections of the Subdivision; and (iii) the Developer may unilaterally change any lot designated as residential to recreational usage after first obtaining written approval of the adjoining contiguous property owners.

27. Curing Ambiguity in Declaration. The Developer reserves and shall have the sole right to amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions hereof.
28. Authority to Execute. The individual executing this Agreement on behalf of the Developer hereto represents and warrants that such person is duly authorized to execute and deliver this Agreement on behalf of the Developer and that this Agreement is binding upon the Developer hereto in accordance with its terms.
29. Assignability of Developer's Rights. All references herein to the "Developer" shall include any entity, person, or association to whom Developer may assign its rights hereunder, whereby said successor assumes all obligation of the Developer hereunder. In that event, the Developer shall have no future liability or responsibility for actions of the successor hereunder.
30. No Waiver. Failure of any Lot Owner, Developer, or Association, if applicable, to demand or insist upon observance of any of these restrictions, or the proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions and the exercise of any remedy provided for herein or, at law in equity shall not preclude the exercise of any other remedy available at law or in equity.

[The remainder of this page is intentionally left blank. Signature page follows.]

WITNESS the signature of the Developer, by its duly authorized representative, on this 21st day of October, 2025.

American Land Holdings of Indiana, LLC

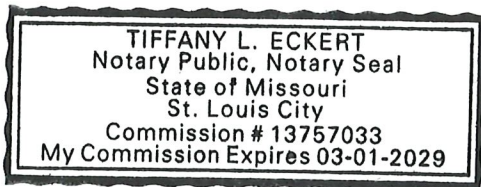
R.F.B.

Robert F. Bruer, Vice President

STATE OF MISSOURI)
) SS:
CITY OF ST. LOUIS)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Robert F. Bruer, Vice President of American Land Holdings of Indiana, LLC, and acknowledged the execution of the foregoing as their free and voluntary act and deed, on behalf of aforesaid limited liability company.

WITNESS my hand and Notarial Seal this 21st day of October, 2025.



Tiffany L. Eckert

Tiffany L. Eckert, Notary Public

My Commission Expires: 03/01/2029

This instrument was prepared by Kevin Halter, Jackson Kelly PLLC, 20 NW Third Street, PO Box 1507, Evansville, Indiana 47706. Telephone: (812) 422-9444.

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /Kevin M. Halter/

EXHIBIT A

Part of the Northeast Quarter of the Southeast Quarter of Section 9 and part of the Southwest Quarter of Section 10, all in Township 5 South, Range 9 West in Campbell Township, Warrick County, Indiana as shown on a Plat of Survey by Morley (Memering, PS – Project #11649.1.002A), dated August 22, 2025 and being more particularly described as follows:

Beginning at a 3/4 inch rebar with plastic cap stamped “BLA FRIM 0030” marking the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 9; thence along the North line of said Quarter-Quarter, North 89 degrees 49 minutes 35 seconds East 1094.48 feet (witnessed by a 3/4 inch rebar with plastic cap stamped “BLA FIRM 0030” South 89 degrees 49 minutes 35 seconds West 764.51 feet and a 5/8 inch rebar with plastic cap stamped “Morley ID #0023”, hereon called a “Morley monument”, South 66 degrees 43 minutes 35 seconds East 2322.5 feet); thence South 66 degrees 43 minutes 35 seconds East 2407.56 feet to a “Morley monument”; thence South 07 degrees 40 minutes 34 seconds East 286.46 feet to a “Morley monument”; thence South 23 degrees 16 minutes 25 seconds West 435.13 feet to a “Morley monument” on the Northerly line of New Harmony Road as dedicated to Warrick County via Document #2000R-005007 in the Office of the Recorder of Warrick County, Indiana and being the point of curvature of a non-tangential curve to the right having a radius of 2190.00 feet and a delta angle of 14 degrees 09 minutes 40 seconds from which the long chord bears North 74 degrees 35 minutes 18 seconds West 539.90 feet; thence along said perimeter the following five courses:

- along the arc of said curve 541.27 feet to a “Morley monument”;

- North 67 degrees 30 minutes 28 seconds West 1156.30 feet to a “Morley monument” marking the point of curvature of a non-tangential curve to the left having a radius of 6040.00 feet and a delta angle of 06 degrees 45 minutes 08 seconds from which the long chord bears North 70 degrees 53 minutes 02 seconds West 711.38 feet;

- along the arc of said curve 711.79 feet to a “Morley monument”;

- North 74 degrees 15 minutes 35 seconds West 808.32 feet to a “Morley monument” marking the point of curvature of a curve to the left having a radius of 3190.00 feet and a delta angle of 02 degrees 36 minutes 12 seconds from which the long chord bears North 75 degrees 33 minutes 42 seconds West 144.93 feet;

- along the arc of said curve 144.94 feet to the West line of aforesaid Quarter-Quarter (witnessed by a 5/8 inch rebar with plastic cap stamped “Alvin Paul LS0415” 0.09 feet East);

thence along said West line, North 00 degrees 42 minutes 21 seconds East 557.41 feet to the point of beginning, containing 59.19 acres, more or less.

EXHIBIT B

[insert final Plat]

