

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR PLUM CREEK VILLAGE
As Amended August 1, 2007

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR PLUM CREEK VILLAGE ("Declaration") was executed as of the date set forth hereafter.

WITNESS THAT the following facts are true:

The Plum Creek Village subdivision located in Hamilton County, Indiana was established by a certain "Declaration of Restrictions" which was recorded on August 9, 1995, as **Instrument No. 1995-46837** with the Hamilton County Recorder, said Declaration being hereafter referred to as the "Declaration"; and

Plats filed with the Hamilton County Recorder established a total of ninety (90) residential Lots, and Common Area, comprising the Plum Creek Village subdivision; and

Paragraph 15 of the Declaration states that its provisions may be changed in whole or in part upon approval by the Owners of a majority of the Lots; and

The Owners of a majority of the Lots approved this Amended and Restated Declaration pursuant to the terms below; and

The Owners of said Lots desire to amend certain provisions of the Declaration and to restate the same for the convenience of the Owners such that this Amended and Restated Declaration of Restrictions for Plum Creek Village in no way nullifies or changes the original Declaration or the effective date of the original Declaration. However, upon the date of recording of this Amended and Restated Declaration with the Hamilton County Recorder's Office, the original Declaration shall no longer be in effect and shall be replaced by the following.

The original Declaration contained exhibits. For historical purposes, these various exhibits may be referred to from time to time, and therefore, for cross-reference purposes, one should refer to them as they were filed with the Hamilton County Recorder. Those exhibits, however, are not exhibits to this Amended and Restated Declaration. Except as to any exhibits to the original Declaration that may remain relevant, all other provisions of the original Declaration are hereby modified in their entirety, and superseded by this Amended and Restated Declaration.

NOW, THEREFORE, the Declaration that is applicable to all Owners and residents within Plum Creek Village (the "Development") is hereby amended and restated as follows:

1. Definitions. The following are definitions of terms as they are used in this Declaration:

A. "Committee" shall mean the Plum Creek Village Development Control Committee composed of three or more members. The Board shall appoint the Committee chairperson with the remaining members appointed by the chairperson. The chairperson shall be a member of the Board. The Committee members shall service for a term of two years and may be reappointed to serve two consecutive terms. To maintain continuity terms of office shall be staggered so all members are not replaced in any given year. Committee members are subject to removal by the chairperson or Board at any time with or without cause. Any vacancies from time to time shall be filled by appointment of the chairperson or Board.

B. "Association" shall mean the Plum Creek Village Property Owners Association, Inc. a not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 10 of this Declaration.

C. "Lot" shall mean any parcel of real estate including common areas, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Hamilton County, Indiana.

D. "Approvals", "determinations", "permissions", or "consents" required herein shall be deemed given if they are given in writing, signed with respect to the Association, by the President or Vice President thereof, and with respect to the Committee, by a majority of the members thereof.

E. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. CHARACTER OF THE DEVELOPMENT

A. In General. Every lot in the Development, unless it is otherwise designated, is a residential lot and shall be used exclusively for single-family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house.

B. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decisions shall be

binding on all parties. The foregoing is subject to the rules, regulations and ordinances of the City of Carmel and of its building commissioners.

C. Other Restrictions. All tracks of ground in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision, on recorded easements, right-of-ways, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, or garages shall be as specified in the recorded plats. Basements shall not be included in the computation of the minimum living area.

B. Residential Set-Back Requirements.

(i) In General. Unless otherwise provided in these Restrictions or on the record plat, no dwelling house or above-grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

(ii) Front Yards. The front building set-back lines shall be the designated number of feet from the right-of-way of the road upon which the lot abuts as set forth upon the plats.

C. Fences, Privacy Screening and Retaining Walls. Fences will not be permitted, with the exception of invisible buried electrical “dog fences”. Privacy screening and retaining walls are allowed but must be approved by the Committee prior to installation. Privacy screening will not be permitted that significantly interferes with other owners’ sight lines unless agreement is received from the affected owners. All screening and retaining walls shall be built of wood, stone, masonry or other approved materials and shall be architecturally compatible with the owner's house and adjacent properties.

D. Heating Plants and Garages. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house. Geo-Thermal heat pumps shall be a closed loop system. Every house in the development must have minimum of a two car attached garage.

E. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within nine (9) months after the beginning of such construction or placement. No improvement, which is 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.

F. Storage Sheds or “Mini-Barns”. No storage sheds or mini-barns or other out buildings shall not be permitted.

G. Swimming Pools. In-ground or above ground swimming pools shall not be permitted.

H. Trees, Shrubs and Hedges. Committee approval is required before planting trees, shrubs, hedges, or other landscaping items that will significantly obstruct other owners’ back yard sight line or will obstruct safety related sight lines at roadway intersections or at a street and a driveway. These plantings in the back yards will not be permitted unless agreement is received from the other affected owners. Plantings that obstruct roadway intersection or street and driveway sight lines are a safety issue and will not be permitted.

I. Maintenance of Lots and Improvements. The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvement from becoming unsightly, and specifically such owner shall:

- (i) Mow the lot as such times as may be reasonably required in order to prevent unsightly growth of vegetation.
- (ii) Remove all debris or rubbish.
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (iv) Cut down and remove dead trees within ninety days of their death.
- (v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

The owner must follow the procedure defined in Section 8 if, as part of the maintenance, the owner plans to make additions, modifications, or changes to the appearance of the exterior of buildings, property, and landscaping. The owner is responsible for activities of all contractors and subcontractors engaged by them on their behalf.

J. Association’s Right to Perform Certain Maintenance. In the event that the owner of any lot in the Development shall fail to maintain their lot and any improvements situated thereon in accordance with the provisions of these Restrictions, and the owner has not corrected or initiated corrective action within 30 days of receiving written notice from the Board, the Association shall have the right, but not the obligation, by and through its agents or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject and may be collected in any manner in which such

annual charge may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damages, which may result from any maintenance work performed hereunder.

K. Accessory Structures. The following items shall not be located in the front yards or side and back yards visible from the street unless totally concealed by an approved screen or wall of visually impervious landscaping: clothes drying apparatus, antennas, garbage cans, permanent grills, vegetable gardens, basketball goals, recreation and play equipment, doghouses, hot tubs or saunas, etc.

L. Flagpoles. Flagpoles less than 6 feet long may be mounted at an angle to building walls. The Committee shall approve freestanding flagpole design and placement on the property.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisance. No sanitary waste or other wastes shall be permitted to enter any storm drain. By purchase of a lot, each owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Association in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorney's fees, shall become a charge or lien upon the lot and may be collected in any manner provided by law or in equity for collection of a liquidated debt. Neither the Association, nor any officer, agent, employee or contractor thereof, shall be liable for any damages which may result from enforcement of this paragraph.

B. Construction of Sewer Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hamilton County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5 EXTERIOR LIGHTING

The owner shall have and maintain in working condition at all times dusk-to-dawn garage lights and yard light located in the front yard. The Committee shall approve the design and type of these lights for uniformity and appearance. The Committee shall also approve the design and location of all sidewalk and yard lighting visible from the street.

6. MAILBOXES

Each house shall have a mailbox in a location as required by the USPS. The mailbox and post shall comply with the design, size, color and location approved by the Committee. Multiple mailboxes should use a single post where practical. Owners are responsible for maintenance and/or replacement of their mailbox and post to prevent them from becoming unsightly.

7. GENERAL PROHIBITIONS

A. In General. No noxious or offensive activities shall be carried on, on any lot in the Development, nor shall anything be done on any said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development.

B. Signs. No permanent signs or advertisements shall be displayed or placed on any lot or structure in the Development without the prior written approval of the Committee except for real estate sales signs no larger than a 3' x 3' sign with a maximum height of 6'. For purpose of this restriction, permanent sign is determined to be any sign that remains displayed for more than twenty-one (21) days. All signs must be placed on private property. Signs will not be allowed in the common areas at the North and South entrances except for Association related activities.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No campers, trailers, vehicles with commercial advertising, trucks of more than $\frac{3}{4}$ ton hauling capacity, buses, boats, recreational vehicles, or similar vehicles shall be parked on any street or lot for more than 8 hours. Such vehicles may be parked in the homeowner's garage. Overnight parking on the street is prohibited for residents and their guests except when parking space in their driveway is unavailable. Inoperable motor vehicles shall not be parked on a lot for more than two weeks unless it is in the garage.

E. Garbage and Other Refuse. No owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks. Large fuel storage tanks that are installed outside any building in the Development shall be buried below the surface of the ground. This does not apply to small portable propane tanks used for outdoor grill or similar applications

G. Trash Receptacles. Receptacles for debris, trash, rubbish or garbage shall be stored in the garage or an outside location that is screened from view from any street within the Development at all times, except the evening before and the day refuse collection is scheduled.

H. Temporary Structures and Tents No temporary structure of any kind, such as a house, trailer, shed, barn, garage or other outbuildings shall be placed or erected

on any lot. A small tent for overnight camping, or a large tent for a yard party, is allowed for a period not to exceed 3 days.

I. Ditches and Swales. It shall be the duty of the owner on every lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be required. All owners, if necessary, shall install dry culverts between the road right-of-way and their lots in conformity with specifications and recommendations of the City of Carmel, Hamilton County, Indiana.

J. Utility Services. No utility service shall be installed, constructed, repaired, replaced and/or removed under finished streets except by jacking, drilling or boring and shall require the approval of the City of Carmel where the streets are public and by the property owners where there are private drives.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, without the approval of the Committee.

L. Antennas. All exposed antennas such as AM/FM radio and HAM radio that are not included in the FCC's Over-the-Air Reception Devices Rule (OTARD), are prohibited. Antennas covered by OTARD to receive video programming are allowed, but the Committee must approve the location on the owner's property prior to installation. The Committee shall require that the antenna be placed in a location, or screened, to minimize the visual effect from any street or other homeowners in the Development, provided this doesn't result in unreasonable delay or cost or prevent the antenna from receiving an acceptable signal. If the antenna must be located in view of a street reasonable steps shall be taken to make it as unobtrusive as possible.

8. DEVELOPMENT CONTROL COMMITTEE

A. Statement of Purpose and Powers. The Development Control Committee (Committee) is established in accordance with Paragraph 1A of this Declaration to regulate all additions, modifications, or changes to the appearance of the exterior of building structures and properties, in such a manner as to preserve and enhance the values, maintain a harmonious relationship among structures, yards, and the natural environment, and assist homeowners to assure compliance with the lists of approved materials and colors, and the applicable restrictions of this Declaration.

(i) Committee Approval Required for Exterior Appearance Changes
Committee approval is required before making any maintenance, modifications, improvements or additions that change the appearance of the exterior of structures, driveway, sidewalks, and screening. This includes - but is not limited to - colors, building materials, awnings, roofing and exterior lighting, etc. (Any situation, existing on August 1, 2007 that does not comply with the Approved Materials - see Paragraph E - is

grandfathered but must be brought into compliance when repainted, changed, or modified.) Such an approval shall be obtained only after the owner of the lot requesting authorization has submitted a written application to the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed appearance changes. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of all modifications, improvements, changes or additions proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used – see Paragraph E Approved Materials - and any proposed landscaping, together with any other materials or information which the Committee may require.

(ii) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions.

(b) The design or color scheme of a proposed improvement or change is not in harmony with the general surroundings of the lot or with the adjacent buildings or structures.

(c) The proposed improvements, change or any part hereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of the owners.

(iii) Power to Grant Variance. The Committee may allow reasonable variances of adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance for adjustment shall be granted in conformity with the general intent and purpose of these Restrictions and no variance or adjustment shall be granted which is materially determined to be injurious to other lots in the Development.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements or changes within thirty (30) days after all required information has been submitted to it. A majority of the Committee members must review an application and concur to an approval or disapproval. One copy of submitted material shall be retained by the Committee for its permanent files. All notification to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons. A disapproval may be appealed to the Board by the applicant.

C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Association, shall be responsible in any way for any defects in any plans,

specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the material to be used.

D. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

E. Approved Materials The Committee shall maintain a listing of currently approved materials, paint colors, roofing shingles, exterior lighting fixtures, mailboxes, etc. These listings will initially include many of the original materials and paint colors used by the builder and subsequently approved materials, and will be updated from time-to-time to incorporate changes that the Committee has approved in response to owners requests or changes in availability from suppliers. It is expected that a property owner will select materials from the Approved Materials when doing replacement maintenance where no appearance modifications or changes are being made. It is also expected the owner will consider and make use of the Approved Materials where appropriate when planning to make an appearance modification or change, as defined in Section 8 A (i), to the exterior of their property that will require Committee approval. The Committee will also refer to the Approved Materials when reviewing an application for change.

9. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.

Whenever two or more contiguous lots in the Development 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 house, he shall apply in writing to the Committee for permission to so use said lots. If permission for such use shall be granted, the lots constituting the single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single-dwelling house.

10. PLUM CREEK VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

A. In General.

(i) There has been created, under the laws of the State of Indiana, a not-for-profit corporation known as Plum Creek Village Property Owners Association, Inc., referred to as the "Association". Every owner of a lot in the development shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these Restrictions.

B. Association Membership The Association has one class of membership. All owners shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

C. Board of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

D. Professional Management. No contract or agreement for professional management of the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide a termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

E. Responsibilities of the Association.

(i) The Association shall procure and maintain liability insurance (including director's and officer's insurance) and such other services as the Association deems necessary or advisable.

(ii) The Association may contract for such service as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

11. COVENANTS FOR MAINTENANCE ASSESSMENTS.

A. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot in the subdivision, 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 pro-rated from the date of title transfer, and (2) special assessments for capital improvements and operating deficits; such assessments, together with late charges, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot. Each such assessment, together with late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties and other purposes as specifically provided herein.

C. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the vote of the members who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present.

D. Due Dates. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessment notices as the Board of Directors shall deem appropriate shall be sent to every owner subject thereto. The due dates for all assessments shall be established by the Board of Directors.

E. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment, together with late charges and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full and shall also be a personal obligation of the owner or owners of that lot at the time the charge fell due. Such late charges shall be determined by the Board of Directors. If, in the opinion of the Board of Directors of the Association, such assessment or other charges have remained due and payable for an unreasonably long period of time, the Board may, on the behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The owner of the lot shall in addition to the amount of the assessment or other charges at the time legal action is instituted, be obligated to pay any expense or costs, including attorney's fees, incurred by the Association in collecting the same. Every owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all assessments and charges that the Association shall make pursuant to this subparagraph of the Restrictions.

The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the board of Directors of the Association for the issuance of these certificates. Such certification shall be conclusive evidence of payment of any assessment therein stated to have been paid.

F. Subordination of the Lien to Mortgage. 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. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any lot pursuant to the foreclosure of any first mortgage on such lot (without the necessity of joining the Association in any such foreclosure action) or any proceeding or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

G. Suspension of Privileges of Membership. Notwithstanding any other provisions contained herein, the Board of Directors of the Association shall have the right

to suspend the voting rights if any, and the services to be provided by the Association, of any member (i) for any period during which any of the Association assessments, charges or any fines assessed under these Restrictions owed by the member remains unpaid, (ii) during the period of continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association. and (iii) during the period of any violation of the Articles of incorporation, By-Laws or regulations of the Association.

12. REMEDIES.

A. General. The Association or any party to whose benefits these restrictions inure, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but the Association shall not be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions. Available relief in any such action shall include the recovery of damages or other sums due for such violation, injunctive relief against any violation or threatened violation, declaratory relief, and the recovery of costs, expenses and attorneys fees reasonably incurred by any party successfully enforcing such Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, reoccurrence or continuation of such violation or violations of the Restrictions.

13. EFFECT OF BECOMING AN OWNER.

The owners of any lot subject to these restrictions by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By accepting of such deed or execution of such contract, the owner acknowledges the rights and powers of the Committee and of the Association with respect to these Restrictions, and also for themselves, their heirs, personal representatives, successors and assignees, such owners covenant and agree and consent to and with the Committee and the Association and to and with the owner and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

14. TITLES.

The Titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

15. DURATION AND AMENDMENT.

The forgoing Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years. However, at any time these Covenants and Restrictions may be changed or amended in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the Development.

16. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of and severable from the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack quality of running with the land that holding shall be without effect upon the validity, enforcement or “running” quality of any other one of the Restrictions.