

Dated: July 24, 2002

Vista Rise Developments
Amended Declaration of Protective Covenants and Restrictions

1. The Grantor hereby grants and conveys to the property owners, for their use forever, all the roads and rights of way shown on the plan of lots for Vista Rise Development.
2. The Grantor may assess each lot owner a sum not to exceed One Hundred and no /00 (\$100.00) Dollars, per year, per lot, for the use, upkeep and maintenance of the roads within all sections of said subdivision, and such other common facilities as the said Grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the Grantor to a committee of lot owners within said subdivision, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of each year thereafter. Where more than one lot is owned by a party or parties, amount due as specified herein shall apply to each lot owned. In the event of a resale of one or more said lots, then the obligation to pay the said assessment shall become the obligation of the new owner(s).
3. When sufficient lots in the sole discretion of the Grantor have been sold, a lot owners association to be known as the "Vista Rise Lot Owners Association", to which lot owners are members, shall assume the responsibility for the maintenance of the road(s) and other common facilities and with respect to the collection of assessments. The lot owners shall be entitled to exercise one vote per lot owned in all property owners' association matters.
4. All lots shall be used for residential purposes. Mobile homes and doublewide trailers will not be permitted. Modular homes will be permitted. Campers with valid registration and quick-disconnect sewage and water line, which are not unsightly, pressure washed a minimum of one time per year, and are earth tone in color are permitted. Such temporary campers will be set back a minimum of 100 feet from roads and other common facilities, 75 feet from adjoining property lines within said subdivision, maintaining said distances between the accessory building and adjoining property lines undisturbed and wooded. No structure, except as herein provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached family dwelling, located on a foundation extending below the frost line which encompasses the perimeter of the structure, and, no more than two (2) one story accessory building(s) which may include a detached private garage, provided the use of such dwelling or accessory does not include any activity normally conducted as a business. Such accessory building(s) may not be constructed as prior to the construction of the main dwelling, unless set back 200 feet from roads and other common facilities, 100 feet from adjoining property lines within said subdivision, maintaining said distances between the accessory building and adjoining property lines undisturbed and wooded, and shall conform substantially with the style and exterior finish of the main dwelling, only in the case that said setback distances be available on any lot.
5. All houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owners or builder.

005972

6. No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with 'building operations'; and in such cases, will be earth tone in color only, and for a period of time not to exceed twelve (12) months.
7. All construction sites must be maintained as debris-free as is possible during the construction of any residence or permitted accessory building. All residences and permitted accessory buildings must be constructed in accordance with township codes and ordinances.
8. Prior to building all plans are to be approved and initialed in writing by John Gillen and or his architectural committee or assigns, and such approval shall not unreasonably be withheld.
9. No Vehicles without valid registration may be parked or stored on any of said lots. Boats and motor homes may not be stored or parked unless setback a minimum of 100 feet from roads and other common facilities, 75 feet from adjoining property lines within said subdivision, maintaining said distances between the accessory building and adjoining property lines undisturbed and wooded; and in such cases, will be for a period of time not to exceed nine months. Permanently parked vehicles without valid registration may be removed and a lien placed on the property owner for costs incurred by the Vista Rise Lot Owners Association. Boats and Motor Homes parked on the property deemed unsightly by the Vista Rise Lot Owners Association, will receive thirty days written notice after which may be removed and a lien placed on the property owner for costs incurred by the Vista Rise Lot Owners Association.
10. Livestock excluding horses will not be permitted. One horse per three acres of property owned will be permitted.
11. No signs, billboards or advertising of any nature shall be erected, placed or maintained on any lot, except one professional sign of not more than five square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.
12. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole.
13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.
14. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Grantor. However, the Grantor hereby expressly reserves the right to itself, its successors or assigns, the right to re-plat any two (2) or more lots shown on the plat of any said subdivision, section, block, or part thereof prior to delivery of deed in order to create a modified building lot or lots. The restrictions or and covenants herein apply to each such building lot so created.
15. There shall be no timbering or clear-cutting of any lot contained in the subdivision without the written approval of the "Vista Rise Lot Owners Association". This restriction shall not apply to

the cutting of timber necessary for firewood for onsite use, or, to prepare a homesite, accessory building, and the like for construction.

16. Nothing herein is to be construed to prevent the Grantor from placing further covenants or easements on any lot in said subdivision that shall not have already been conveyed by them.
17. The protective Covenants and Restrictions as set forth in this declaration shall be deemed covenants running with the land and shall be binding upon the Grantor herein, the Grantees herein, their heirs, executors, administrators and assigns.
18. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the owners shall have the right, whenever their shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall have not been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction in this Declaration of Restrictions contained shall in no way affect any of the other restrictions, but they may remain in full force and effect.

Original Covenants recorded in RB 616 Pg 819 Tax Parcel # 23-02-06.1

Vista Rise Developments

Vicky L. Gillen

John D. R. Gillen

John D. R. Gillen and Vicky L. Gillen, Owners