

RECEIVED FOR RECORD

AUG 23 1 35 PM '90

SHARON K. CHERRY
RECORDER
HAMILTON CO., IN

Instrument No. 1020866
P.C. No. 1 Side No. 118

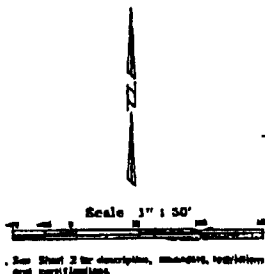
RECORD PLAT BRIDLEWOOD SECTION III

Part of Southeast 1/4, Section 18, T. 18 N., R. 4 E., Washington Twp., Hamilton Co., Indiana

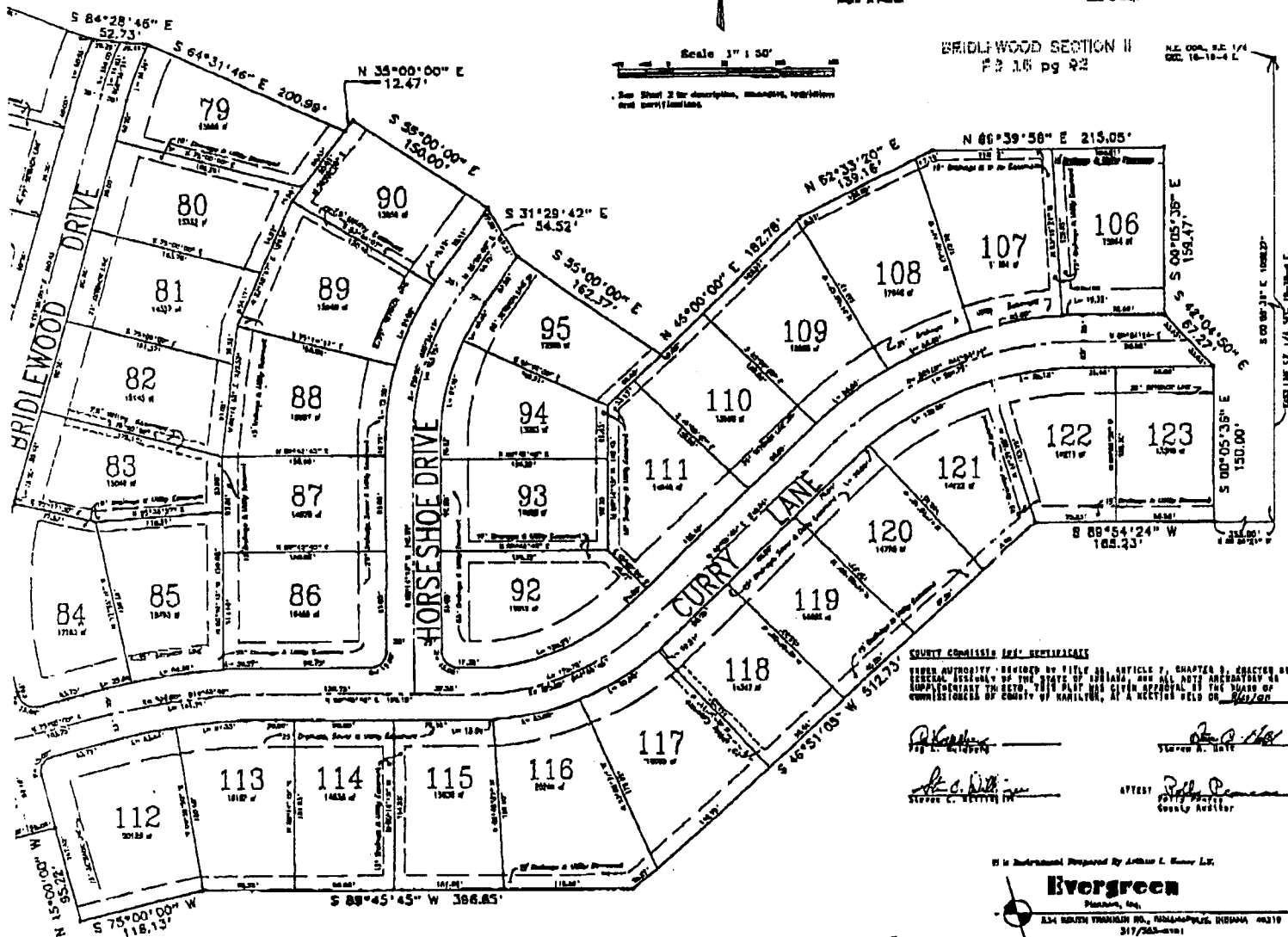
BRIDLEWOOD SECTION I
Pg. 15 of 92

PLAN COMMISSION CERTIFICATE
UNDER AUTHORITY PROVIDED BY TITLE 36, ARTICLE 7, CHAPTER 6, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL NOTES HEREAFTER MADE HERETO, CONTAINED AS FOLLOWS:
APPROVED BY THE WASHINGTON-TOWNSHIP PLAN COMMISSION AT A MEETING HELD ON August 1, 1990.
WASHINGTON-TOWNSHIP PLAN COMMISSION

[Signatures]
Vice President: *[Signature]*
Secretary: *[Signature]*



BRIDLEWOOD SECTION II
Pg. 16 of 92
N.E. COR. S.E. 1/4
S. 16.10-4 E.



COUNTY COMMISSIONER'S CERTIFICATE
UNDER AUTHORITY GRANTED BY TITLE 36, ARTICLE 7, CHAPTER 6, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL NOTES HEREAFTER MADE HERETO, CONTAINED AS FOLLOWS:
APPROVED BY THE BOARD OF COMMISSIONERS OF HAMILTON COUNTY, INDIANA, AT A MEETING HELD ON August 1, 1990.
[Signatures]
COUNTY CLERK: *[Signature]*
COUNTY COMMISSIONER: *[Signature]*

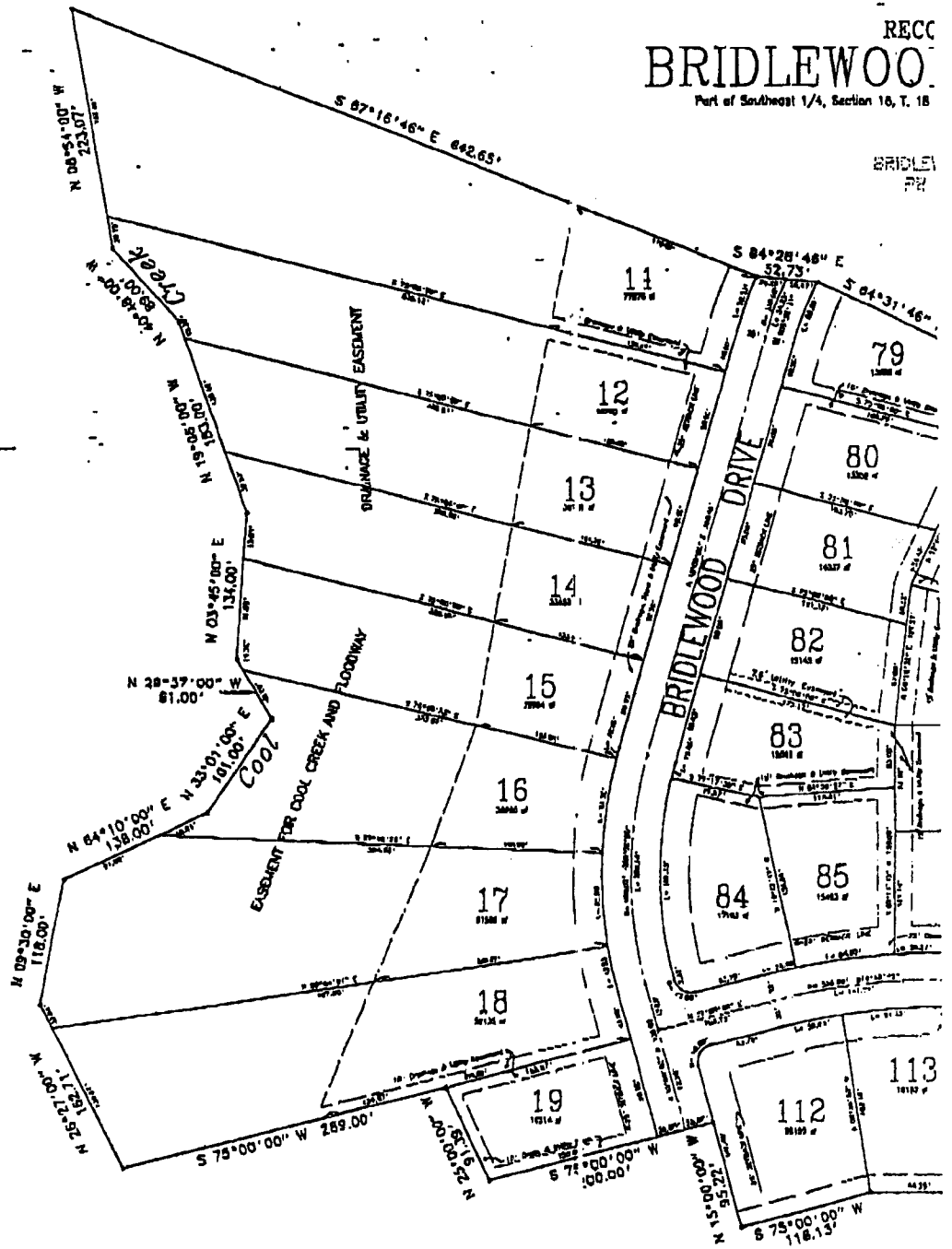
It is hereunto Prepared by Arthur L. Snow, L.L.
Evergreen
Planners, Inc.
234 NORTH WASHINGTON ST., INDIANAPOLIS, INDIANA 46204
317/263-0001

DAILY ENTERED FOR TAXATION
Subject to final completion for taxation
23 August 1990
[Signature]
10-15-00-00-013001

SHEET 1 OF 8

RECC
BRIDLEWOOD
Part of Southwest 1/4, Section 16, T. 18

BRIDLEWOOD
77



AN

RECEIVED FOR RECORD

Aug 23 1 25 PM '97

SHARON K. OMERIY
RECORDER
HAMILTON CO. IN

Instrument No. 9020866
P.C. No. 1 S/W No. 118

RECORD PLAT BRIDLEWOOD SECTION III

Part of Southeast 1/4, Section 18, T. 18 N., R. 4 E., Washington Twp., Hamilton Co., Indiana

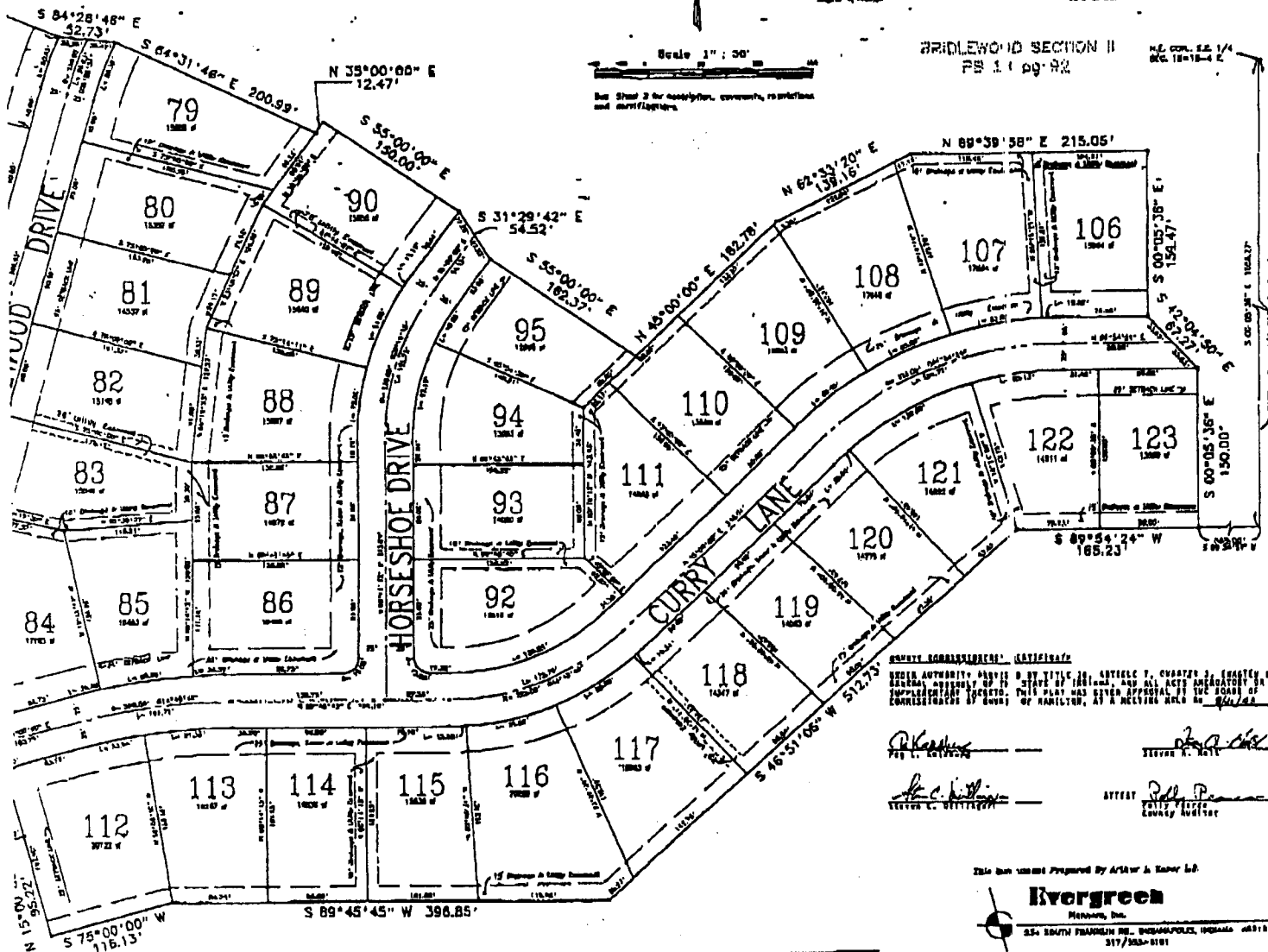
BRIDLEWOOD SECTION I
PS 15 pg 92

PLAN COMMISSIONER CERTIFICATE
UNDER AUTHORITY PROVIDED BY TITLE 16, ARTICLE 7, CHAPTER 3, ENACTED BY THE
GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THEREOF,
AND AS AMENDED BY HOUSE BILL NO. 1000 OF THE HOUSE OF REPRESENTATIVES OF THE YEAR OF
1989, I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE
APPROVED BY THE METROPOLITAN-POLICE PLAN COMMISSION AT A MEETING
HELD AT THE METROPOLITAN-POLICE PLAN COMMISSION OFFICE ON
AUGUST 22, 1997.

[Signature]
PLAN COMMISSIONER

Scale 1" = 30'
See Sheet 2 for description, covenants, restrictions
and dedications.

BRIDLEWOOD SECTION II
PS 11 pg 92



PLANNING COMMISSIONER CERTIFICATE
UNDER AUTHORITY PROVIDED BY TITLE 16, ARTICLE 7, CHAPTER 3, ENACTED BY THE
GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY BY
IMPLEMENTATION THERETO, THIS PLAN HAS BEEN APPROVED BY THE BOARD OF
COMMISSIONERS OF COUNTY OF HAMILTON, AT A MEETING HELD ON

[Signature]
PLANNING COMMISSIONER

[Signature]
COUNTY CLERK

This document prepared by Arthur & Knowlton
Evergreen
MEMPHIS, TN
25 SOUTH FRANKLIN BL., CHICAGO POLICE, INDIANA 46214
317/362-5191

~~23 August 90~~
~~City Council~~
~~10:00:00:00:00:00~~

SHEET 1 OF 2

RECEIVED
FOR RECORD
 Dec 23 1 15 PM '00
 SHARON K. CHERRY
 RECORDER
 HAMILTON CO., IN

Instrument No. 9020866
 P.C. No. 1 Slide No. 48

PLAT SECTION III

6 E. Washington Twp., Hamilton Co., Indiana

ALL, IBC, or Indian
 Dept. (State, or Bureau, say aff,
 to app and accounts to-

the designated or ESTABLISHED

also are reserved for

use indicated any hereby
 use.

any other things that to be
 done or other things of the
 nature or other things of the
 nature or other things of the

not less than (10) feet

at least (10) feet

or less than (10) feet

or less than (10) feet

or less than (10) feet

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or less than (10) feet

or less than (10) feet

or less than (10) feet

or less than (10) feet

12. Violation or threatened violation of these covenants and restrictions shall be deemed to be an act of trespass, and the person or persons committing such act, or any persons or entities having notice of such act (hereafter, "the violator"), shall be deemed to be in possession of the premises in violation of these covenants and restrictions, and the violator shall be liable for the same as if the violator were the owner of the premises. The violator shall be liable for the same as if the violator were the owner of the premises.
13. There are certain utility easements shown on the plan hereto as drainage and/or utility easements which are necessary to the installation, use and maintenance of the water, gas, sewer, telephone, electric, and other utility lines, and the violator shall be liable for the same as if the violator were the owner of the premises.
14. If the violator, or any of them, their heirs, or assigns, shall violate or attempt to violate any of the covenants, conditions, restrictions, or easements hereon, it shall be lawful for any person, or persons, at law or in equity, to enforce the same by injunction or otherwise, and the violator shall be liable for the same as if the violator were the owner of the premises.
15. The covenants, conditions and restrictions set forth herein shall be in full force and effect from and after the date of the recording of this instrument, and shall continue in full force and effect until the expiration of the term hereof, unless by vote of a majority of the then owners of said land in this subdivision it is agreed to change any such covenants in whole or in part.
16. The liability of any of the foregoing covenants, restrictions, conditions, or easements by judgment or court order shall not be affected by the death of the person who shall be liable to full force and effect.
17. The owner of this subdivision, H. W. Thompson & Associates, or any person to whom the right of said approval has been assigned by them, reserves the right to review and approve or disapprove any and all home plans to be constructed hereon, and to require any and all home plans to be constructed hereon to conform to the standards and specifications set forth herein, and to require any and all home plans to be constructed hereon to conform to the standards and specifications set forth herein, and to require any and all home plans to be constructed hereon to conform to the standards and specifications set forth herein.

In witness whereof, H. W. THOMPSON & ASSOCIATES, INC., of H. W. THOMPSON, President, at Hamilton County, Indiana, this 23rd day of December, 2000.

H. W. THOMPSON & ASSOCIATES

H. W. THOMPSON, President

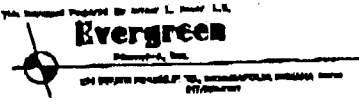
STATE OF INDIANA

COUNTY OF HAMILTON

My Commission Expires: _____
 Notary Public in Hamilton County

FILE 4 COPIES 4, DEPOSITED AS THE
 OF THE OFFICE OF THE CLERK OF
 HAMILTON COUNTY, INDIANA AT A RECEIPT
 OF \$100.00

SECRETARY
 John C. White



Secondary Plat

BRIDLEWOOD SECTION 4

Washington Township, Hamilton County, Indiana

RECEIVED FOR RECORD

OCT 21 2 09 PM '92

SHARON K. CHERRY
RECORDER
HAMILTON CO., IN

Instrument No. 9240886
P.C. No. 1 Side No. 271

Legend

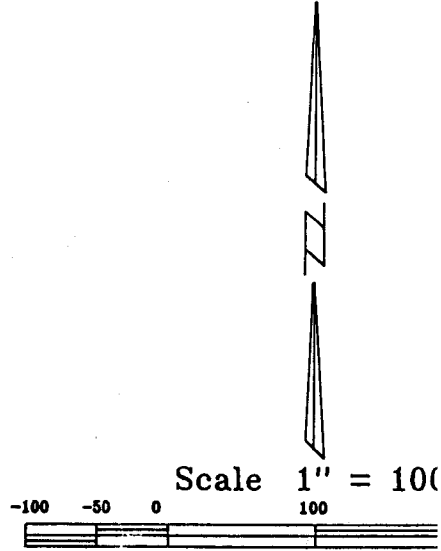
52 Lot Number

91759 sf Lot Area in Square Feet

2566 Lot Address

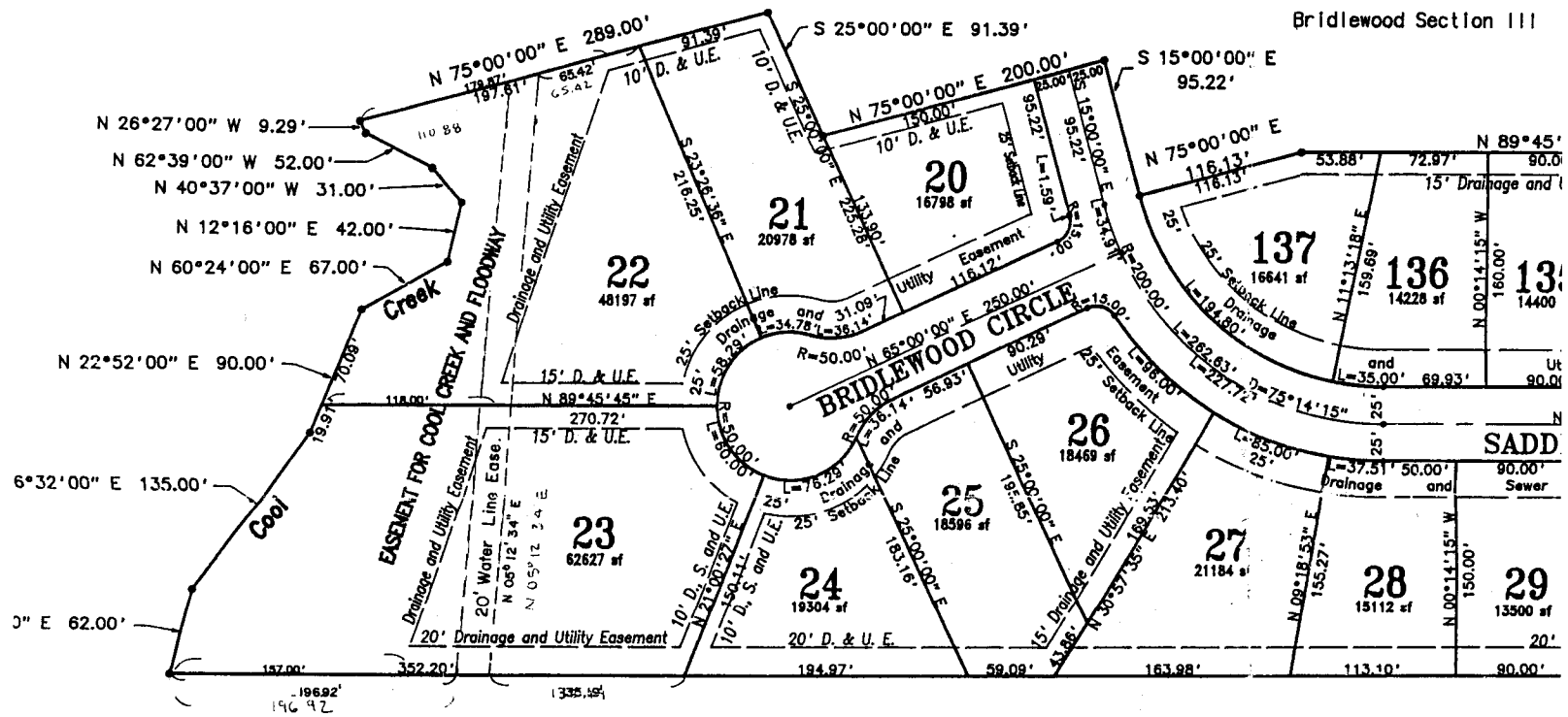
D & UE Drainage and Utility Easement

D & S & UE Drainage and Sewer and Utility Easement



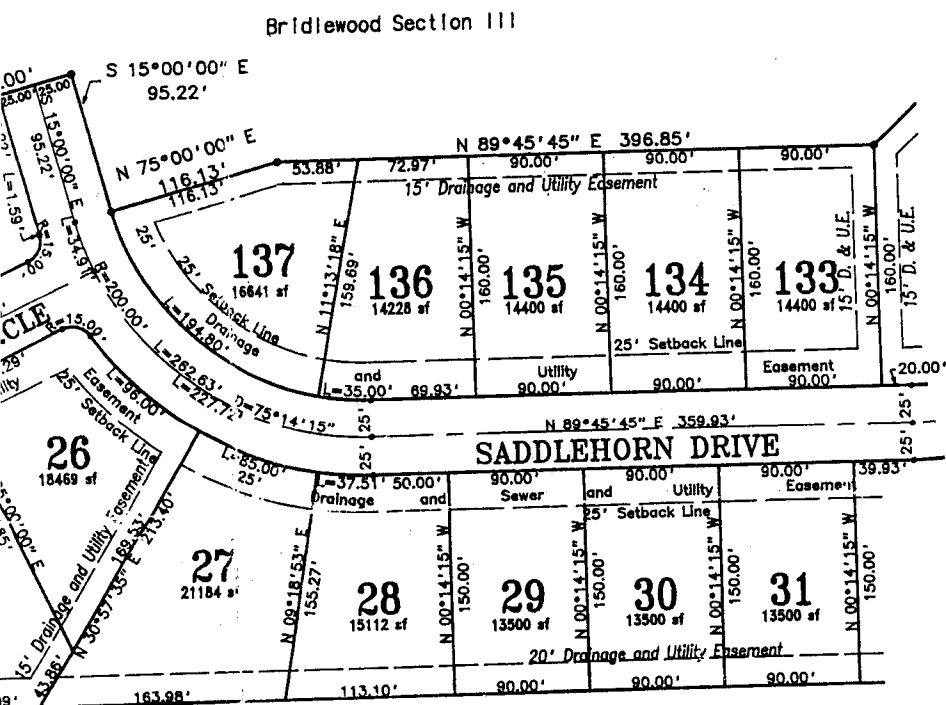
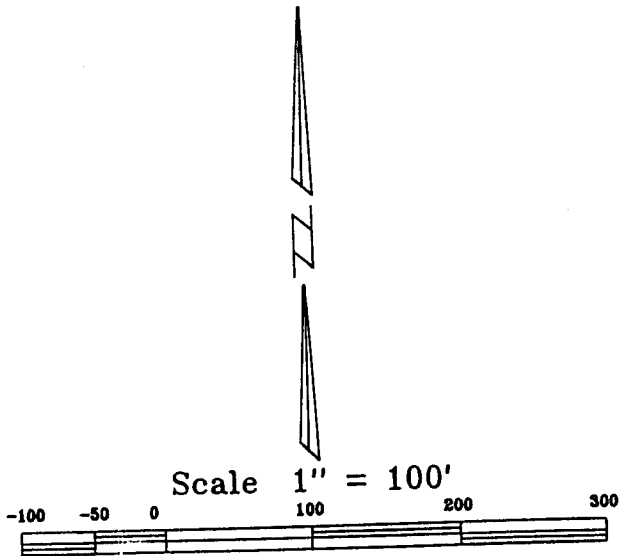
See Sheet 1 of 3 For
Legal Description

See Sheet 3 of 3 For
Covenants & Restrictions



This instrument Prepared by Arthur L. Kaser

ary Plat
SECTION 4
Hamilton County, Indiana



See sheet 1 of 3

Evergreen
 Planners, Inc.
 234 SOUTH FRANKLIN RD., INDIANAPOLIS, INDIANA 46219
 317/353-6161

Secondary Plat BRIDLEWOOD SECTIC

Washington Township, Hamilton County

**RECEIVED
FOR RECORD**

JCT 21 2 09 PM '92

SHARON K. CHERRY
RECORDER
HAMILTON CO., IN

LEGAL DESCRIPTION
Bridlewood

Instrument No. 9240886
P.C. No. 1 Slide No. 277

Part of the Southeast Quarter of Section 18, Township 18 North, Range 4 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana and described as follows:

Commencing at the Northeast corner of said Southeast Quarter; thence South 00 degrees 05 minutes 36 seconds East (an assumed bearing) along the East line of said Southeast Quarter, a distance of 1058.27 feet to the POINT OF BEGINNING; thence continue South 00 degrees 05 minutes 36 seconds East along said East line 766.46 feet; thence South 89 degrees 45 minutes 45 seconds West 2067.24 feet to the centerline of Cool Creek, the following eight (8) calls being along the centerline of Cool Creek;

thence North 14 degrees 07 minutes 00 seconds East 62.00 feet;
thence North 36 degrees 32 minutes 00 seconds East 135.00 feet;
thence North 22 degrees 52 minutes 00 seconds East 90.00 feet;
thence North 60 degrees 24 minutes 00 seconds East 67.00 feet;
thence North 12 degrees 16 minutes 00 seconds East 42.00 feet;
thence North 40 degrees 37 minutes 00 seconds West 31.00 feet;
thence North 62 degrees 39 minutes 00 seconds West 52.00 feet;
thence North 26 degrees 27 minutes 00 seconds West 9.29 feet;
thence North 75 degrees 00 minutes 00 seconds East 289.00 feet;
thence South 25 degrees 00 minutes 00 seconds East 91.39 feet;
thence North 75 degrees 00 minutes 00 seconds East 200.00 feet;
thence South 15 degrees 00 minutes 00 seconds East 95.22 feet;
thence North 75 degrees 00 minutes 00 seconds East 116.13 feet;
thence North 89 degrees 45 minutes 45 seconds East 396.85 feet;
thence North 46 degrees 51 minutes 05 seconds East 512.73 feet;
thence North 89 degrees 54 minutes 24 seconds East 270.23 feet;
thence North 00 degrees 05 minutes 36 seconds West 58.67 feet;
thence North 89 degrees 54 minutes 24 seconds East 250.00 feet to the point of beginning and containing 22.818 acres more or less.

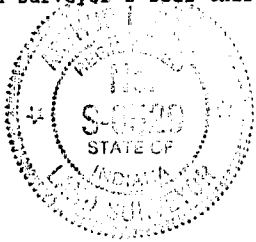
Subject to all legal easements and rights of way of record.

This subdivision consists of 44 lots, numbered 20 thru 50 & 125 thru 137 inclusive, together with streets, easements and rights of way as shown on the within plat.

I, the undersigned hereby that the above description is true and correct to the best of my knowledge and belief.

WITNESS my hand and Registered Land Surveyor's Seal this 12th day of Aug, 1992.

Arthur L. Kaser
Arthur L. Kaser
Registered Land Surveyor No. 80529

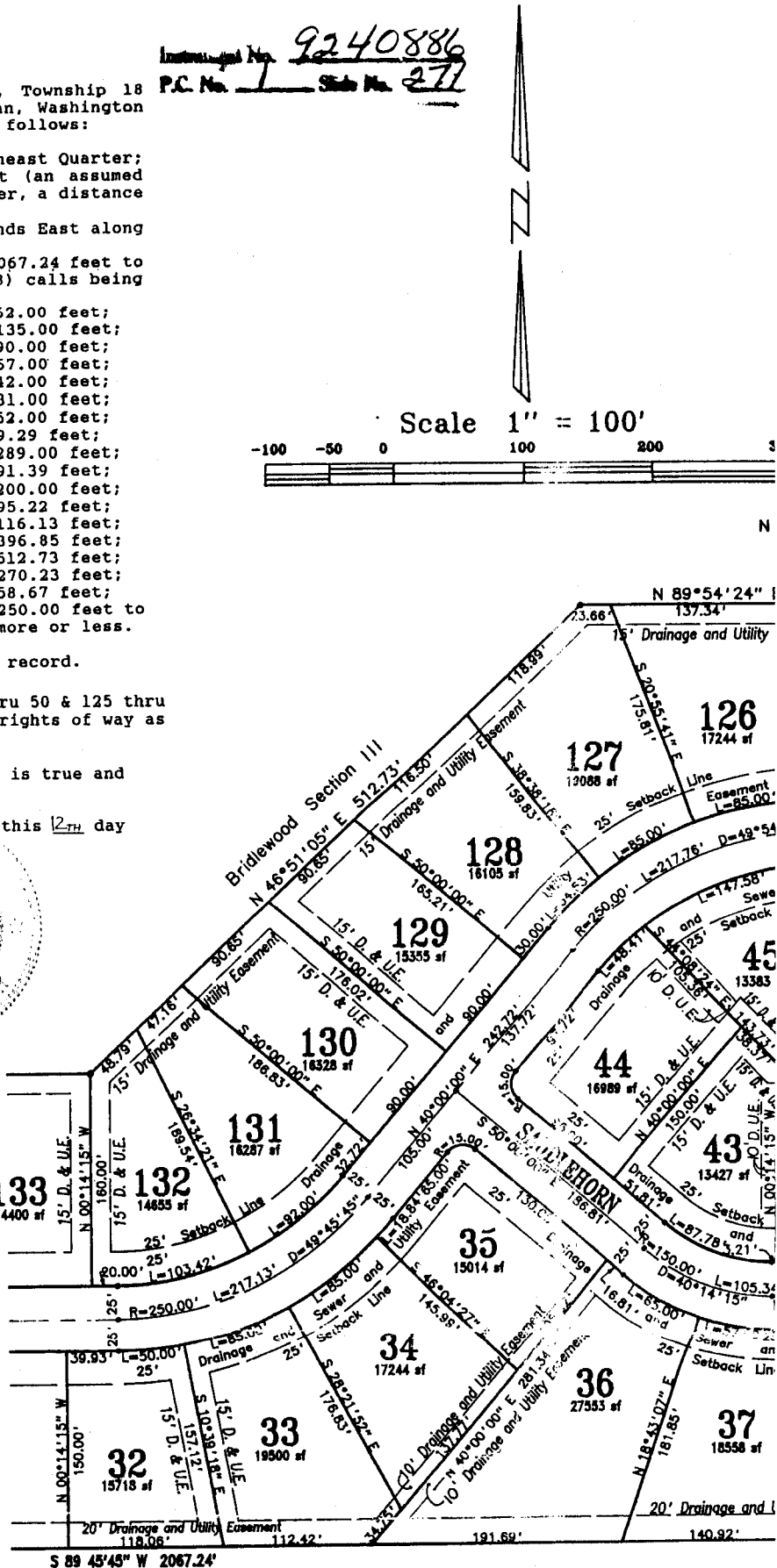


See Sheet 3 of 3 For
Covenants & Restrictions

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
20 day of October 1992

Hamilton County
Parcel # 10-18-00-00-013.001

See sheet 2 of 3



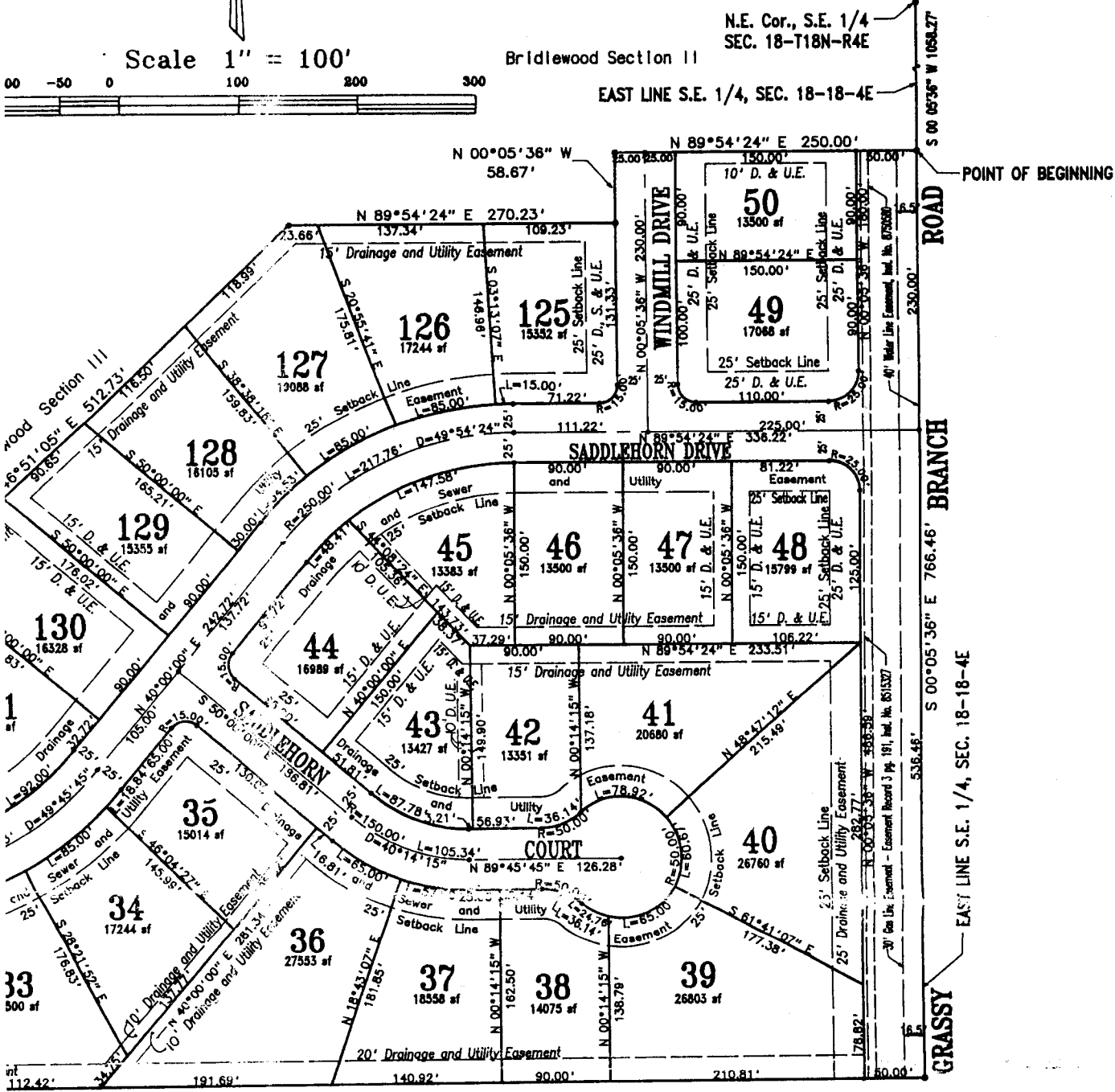
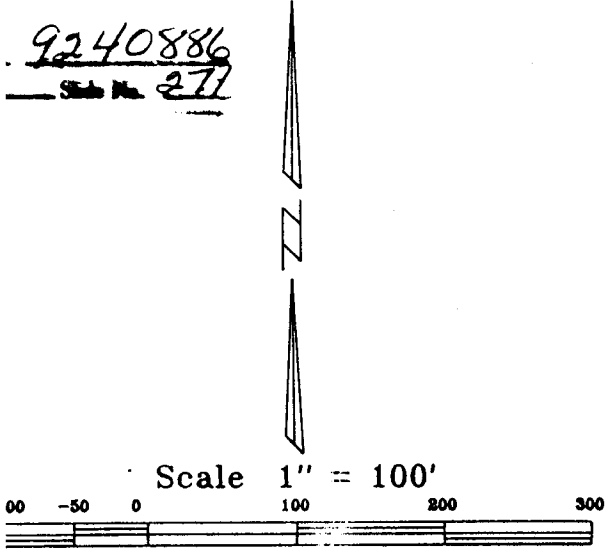
Secondary Plat IDLEWOOD SECTION 4

on Township, Hamilton County, Indiana

9240886
Sub No. 271

Legend

<p>52</p> <p>91759 sf</p> <p><u>2566</u></p> <p>D & UE</p> <p>D & S & UE</p>	<p>Lot Number</p> <p>Lot Area in Square Feet</p> <p>Lot Address</p> <p>Drainage and Utility Easement</p> <p>Drainage and Sewer and Utility Easement</p>
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Evergreen

Planners, Inc.

234 SOUTH FRANKLIN RD., INDIANAPOLIS, INDIANA 46219
317/353-6161

This instrument prepared by Arthur L. Kaser

Sheet 1 of 3

INSTR. # 94 06731

9406731

BRIDLEWOOD BYLAWS
AND
DESIGN GUIDELINES

As voted upon and ratified by the Residents of Bridlewood, in witness whereof, the
Bridlewood Association of Homeowners Board of Directors by Gregory A. Lee, President, has
herunto caused his name to be subscribed this 8TH Day of February, 1994.

Bridlewood Association of Homeowners

Gregory A. Lee

Gregory A. Lee, President

This Instrument Recorded 2-8-1994
Sharon K. Cherry, Recorder, Hamilton County, IN

RECORDED
FEB 9 1994
5:12:03 PM
REC'D
HAMILTON COUNTY, IN

STATE OF INDIANA
COUNTY OF HAMILTON

PB15 PAGE 92

Before me, the undersigned, a Notary Public in and for said County and State, personally
appeared Bridlewood Association of Homeowners, by Gregory A. Lee, President who acknowledged
the execution of the foregoing instrument as its voluntary act and deed, for the purposes therein.
Witness my hand and Notarial Seal this 8TH Day of February, 1994.



JENNIFER SUE JOHNSON, Notary Public
My Commission Expires July 11, 1997
County of Residence: Marion

THIS INSTRUMENT PREPARED BY GREGORY LEE

BRIDLEWOOD
DESIGN
GUIDELINES

9406731

INDEX

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2	2.) Dog kennels and houses
2	3.) Mini barns and accessory structures
3	4.) Antennas, Satellite Dishes
3	5.) Decks
3	6.) Porches: Screened in Room additions Garage additions
3	7.) Gazebos
4	8.) Pools: Fencing In ground Above ground
4	9.) Basketball Goals/Courts: Type Location Lighting
5	10.) Landscape Designs
5	11.) Playgrounds
5	12.) Exterior painting
5	13.) Flag poles
5	14.) Length of construction
5	15.) Non Invalidity of all guidelines
5	16.) Conflict
5	17.) Remedies

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I. FENCING REQUIREMENTS: The following types of fences will generally be approved by the Architectural Control Committee:

- A.) Board on Board
- B.) Cape Cod
- C.) Picket
- D.) Wrought Iron
- E.) Vinyl Clad Chain Link, up to 4'
- F.) Split Rail

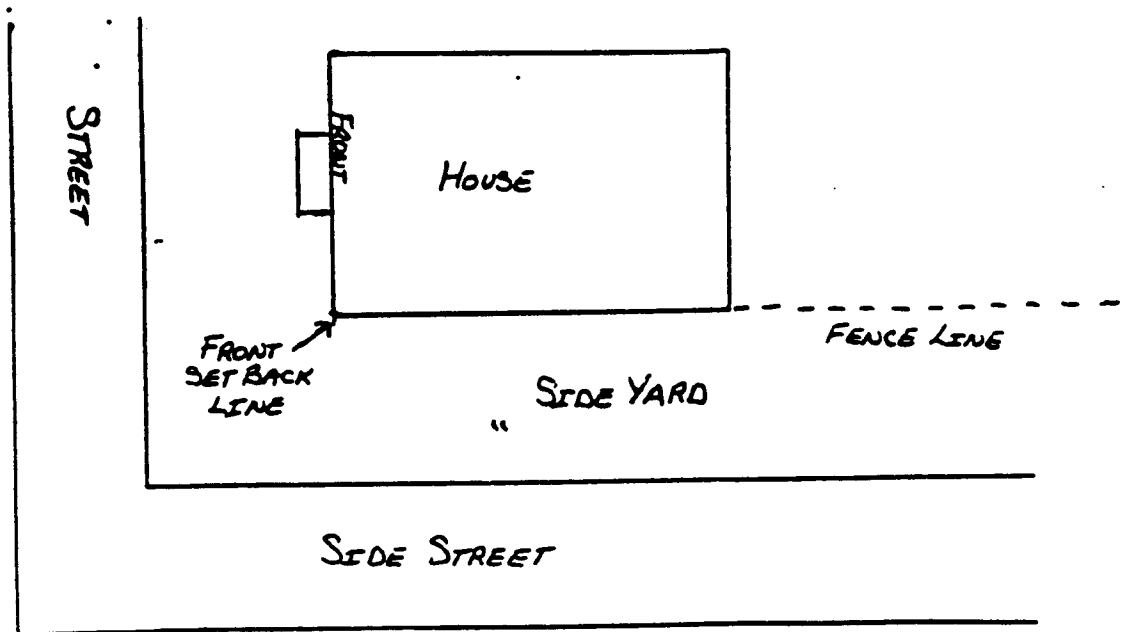
The Architectural Control Committee does not recommend the following types of fencing due to general lack of quality and need of high maintenance.

- A.) Plain Chain Link Fence
- B.) Stockade Style Fence

All fence types must be approved by the Architectural Control Committee prior to fence installation.

FENCING LOCATIONS: The following are guidelines regarding fencing locations which generally will be approved by the ACC.

- A.) No fencing will be allowed in the front set back line of the house. For corner lots, this includes the side yard facing the side street of the residence.



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B.) Fencing of the rear yard and side yard set back easements will be discouraged by the Architectural Control Committee. Any fencing in such easements shall be the sole responsibility of the lot owner.

FENCING, APPROVED CONSTRUCTION TECHNIQUES: All fencing shall be constructed of quality materials such as vinyl clad fencing, and treated lumber. All fencing shall be properly braced with all posts either concreted into the ground or placed at a depth whereby the fence will be secure and will not move. All fence bracing or ribbing shall be on the inside of the fence.

FENCING MAINTENANCE: All fences must be maintained in a reasonable fashion. Any warped boards shall be replaced on a timely basis. Any painted fences shall be maintained whereby the fence always has a reasonable appearance. The Architectural Control Committee shall provide notice of any maintenance violation.

INVISIBLE FENCING: Invisible fencing is allowed, yet all controller boxes, etc. shall be hidden from view.

2. DOG KENNELS AND HOUSES: Dog kennels and houses should be placed in a location whereby they are not eye sores or nuisances to surrounding homeowners. All dog houses must be constructed of quality materials with neutral colors. Dog kennels larger than 4'x8' must be approved by the ACC.

3. MINI BARNs AND ACCESSORY STRUCTURES: All Mini barns must be constructed from pre-made kits, pre-constructed trusses, or constructed designs with a maximum of 120 square feet. All other designs must be approved by the ACC. Placement of mini barns should be at the back area of the lot away from the primary residence. In the case of corner lots, location must be approved by the ACC. All barns will be made of quality wood materials and painted the same color as the house. No metal sheds.

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4. ANTENNAS, T.V., RADIO AND SATELLITE: T.V. antennas will be allowed inside the attics of residences only. Large outdoor satellite dishes will not be approved by the ACC. By mid 1994, a much smaller satellite dish will be available at a fraction of the cost of the larger dishes. The only requirement for the smaller satellite dishes is that placement be located to the side or rear of the residence.

5. DECKS: Please follow these guidelines when considering a deck

- A.) The deck shall be constructed with quality materials.
- B.) Railing on the deck shall not exceed 4'
- C.) Follow all local ordinances

6. PORCHES, SCREENED IN PORCHES, ROOM AND GARAGE ADDITIONS:

Generally, requests for screened in porches and room additions will be approved subject to the following guidelines:

- A.) The additions will be constructed with quality materials.
- B.) The roof line shall follow the natural roof line of the home, or be approved by the ACC.
- C.) The roof, siding, and trim shall match the colors of the primary residence.
- D.) All detailed construction plans must be approved prior to the commencement of construction.
- E.) Follow all local ordinances.

7. GAZEBOS: Generally, requests for the installation of Gazebos will be approved subject to the following guidelines:

- A.) Structure shall be built with quality materials.
- B.) Final placement of the structure must be approved by the ACC.
- C.) Height of the structure shall not exceed 15'.
- D.) All permanently anchored gazebos shall have detailed construction and plot plans approved by the ACC.
- E.) Follow all local ordinances

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8. POOLS: Generally, requests for in ground type pools will be approved by the ACC. A detailed development plan must be provided prior to the commencement of construction. No alteration to the existing grade may be done without the approval of the ACC. Any proposed grade changes must be shown on proposed plans.

Generally, requests for above ground pools will be approved by the ACC subject to the following guidelines:

- A. No more than 4' pool wall
- B. Pools shall be no more than 12' in diameter
- C. A detailed plan must be provided prior to setup
- D. Where pool is visible from ground level, adequate landscaping must be part of the detailed plan.

POOL FENCING: Please follow all State of Indiana fencing guidelines for in ground type pools. 6' privacy fences are required for all above ground pools.

Small structures for housing mechanics of a pool, pumps, heaters, etc. must be included in the developmental plan. If additional storage is needed, follow guidelines for mini barns. No metal structures will be approved.

9. BASKETBALL GOALS/COURTS: Generally, requests for the installation of basketball courts will be approved subject to the following guidelines:

- A. The final location of the courts shall be approved by the ACC.
- B. Generally, courts will not be approved in excess of 20' x 20'.
- C. The court must consist of concrete.
- D. No lighting will be permitted.
- E. Follow all local ordinances.

Basketball Goals: The backboard shall be made from one of the following types of materials:

- A. Clear plexiglass/Acrylic
- B. Fiberglass
- C. Graphite

No wooden backboards will be approved

No basketball rim/board shall be attached to the primary residence.

Basketball goals located adjacent to driveways do not need approval.

For safety reasons, only basketball goals on cul-de-sacs only will be approved. No street locations.

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10. LANDSCAPE DESIGNS: The front yard of all residences shall consist of at least 50% grass. Landscaping should include trees and bushes in the front yard planted within a reasonable date from closing to enhance neighborhood beauty and individual property values.

11. PLAYGROUNDS: Please use the following guidelines before building a play set/area.

- A.) Consider your neighbors when placing your play set.
- B.) Constructed of quality materials.
- C.) Height not to exceed 15'.
- D.) For safety, please insure that playset is well maintained.

12. EXTERIOR PAINTING: Changes to exterior colors (base or trim) shall be limited to any existing colors on homes in the neighborhood. All other color changes require ACC approval. Variations for decorating trends will be considered.

13. FLAG POLES: Generally, requests for flag poles will be approved subject to the pole being made of quality materials firmly secured into the ground and not exceeding twenty feet in height.

14. LENGTH OF CONSTRUCTION: All construction projects shall be completed within 3 month period. All unused materials shall be removed within the same time period. This shall include, but not be limited to, the aforementioned projects.

15. NON INVALIDITY OF ACC GUIDELINES: No Declaration of a court of competent jurisdiction of the invalidity of any regulation or part of a regulation contained in these guidelines shall invalidate any other portion of these guidelines.

16. CONFLICT: Any conflict or ambiguity arising from the application of the requirements of these guidelines and the requirements of the Declaration of Covenants conditions and Restrictions shall be resolved in favor of the application of the Declaration of Covenants conditions and Restrictions.

17. REMEDIES: All violations of these guidelines shall be corrected within 15 days of receipt of notice. If the violation is not corrected, the ACC through the Homeowners Association retains the right to correct the violation and bill the homeowner for all applicable costs including but not limited to: Lien rights, Attorneys fees, cost of repairs, interest at the maximum rate allowed by law, and all reasonable costs of collection.

9406731

BRIDLEWOOD
BYLAWS

9406731

BYLAWS OF BRIDLEWOOD ASSOCIATION OF HOMEOWNERS, INC

THE GENERAL OBJECTIVES AND PURPOSES AND POWERS OF THE ASSOCIATION ARE:

1. To exercise the powers and functions granted to it in the plat guidelines applicable to the Development and any other restrictive covenants that may be recorded in respect of the Development.
2. To provide for the payment of taxes and assessments, if any, that may be levied by any governmental authority upon any area in the Development that is owned by the Association.
3. To enforce charges, easements, guidelines, conditions, and covenants existing upon and created for the benefit of the property over which the Association may have jurisdiction; to pay all expenses incidental thereto; to enforce the decisions and rulings of the Association; and to pay all expenses in connection therewith.
4. To appoint such committees as may be necessary to, or convenient in, the Association's discharging the duties entrusted to it.
5. To levy an annual charge equally on all the Members of the Association, for the purpose of providing for such services and benefits as the Members shall deem proper.
6. To expend the money collected by the Association from assessments or charges, and any other sums received by the Association, for the payment and discharge of all proper expenses incurred by the Association in carrying out the purposes for which the Association is formed.
7. To borrow money and to give, as security, a mortgage or other security interest in any property owned by the Association.
8. To do any and all lawful things and acts, and to have any and all lawful powers, which a corporation organized under The Indiana General Not For Profit Corporation Act, as amended, may do and have.

1.0 DURATION OF ASSOCIATION

- 1.1 The Association shall continue as a corporation perpetually.

2.0 MEMBERSHIP

- 2.1 The Members of the Association shall be all persons or corporations who are owners (legal or equitable) of numbered residential lots in the Development. A person who has no interest in real estate in the Development other than an interest that is held merely as security for the performance of an obligation to pay money (e.g. the interest of a mortgage) shall not be entitled to Membership in the Association.
- 2.2 A person's Membership in the Association shall terminate when that Member ceases to be the owner of a numbered residential lot in the Development.

9406731

- 2.3 The owner of any lot subject to the guidelines contained in these bylaws, by acceptance of a deed conveying title to the lot, or by the execution of a contract for the purchase of the lot, shall, by accepting such deed or executing such contract, agree to be subject to each and every guideline and agreement contained in these bylaws.
- 2.4 For the purposes of voting on all Association business, each numbered residential lot shall be assigned one vote, to be cast as the owner(s); see fit. Lots owned by the developer are also assigned one vote per numbered lot, to be cast by the developer or his representative. Voting for Directors is somewhat different and is covered elsewhere in this document.
- 2.5 No Member may be expelled from Membership in the Association for any reason whatsoever.
- 3.0 **MEETINGS OF MEMBERS**
- 3.1 Any meeting of the Members of the Association may be held at any place within Hamilton County, Indiana. The place at which a particular meeting of the Members is to be held shall be stated in the notice of that meeting.
- 3.2 The annual meeting of the Members of the Association for the election of Directors whose terms will expire, approval of the annual budget and assessment amount, and for the transaction of such other business as may properly come before the meeting, shall be held on the last Monday of March of each year. If that day is a legal holiday then the meeting shall be held on the first following day that is not a legal holiday. failure to hold the annual meeting at the designated time shall not work any forfeiture of the charter, or dissolution of the Association.
- 3.3 A special meeting of the Members of the Association may be called by the President, by a majority of the Board of Directors, or by a written petition signed by one half (1/2) of the Members eligible to vote on Association business.
- 3.4 Any person who is entitled to vote at any meeting of the Members of the Association may vote in person or by proxy executed in writing and delivered to the Secretary.
- 3.5 A quorum shall be deemed to be present at any annual meeting of the Members of the Association if the owners of not less than 20 of the numbered lots are present. A quorum shall be deemed to be present at any special meeting of the Members of the Association if the owners of not less than 25 of the numbered lots are present.
- 3.6 A written or printed notice stating the place, day, and hour of the annual or any special meeting, and stating the purpose for which the meeting has been called, shall be delivered or mailed by the Secretary to each Member at least ten days before the date of the meeting. Unless the Secretary is otherwise notified in writing, adequate notice of a meeting shall be deemed to be given if the notice is mailed to the address of the Member as supplied by such Member to the Association. The requirement to be given notice of any meeting may be waived by any Member by attendance in person at the meeting.

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4.0 BOARD OF DIRECTORS

- 4.1 The affairs and business of the Association shall be managed by a Board of Directors consisting of seven Directors. Each Director shall serve for a term of two years. The terms shall be staggered such that four Directors are elected in even numbered years and the remaining three Directors are elected in odd numbered years.
- 4.2 Of the seven original Directors, the three who received the most votes when elected shall serve for two years and the remaining four shall serve for one year. This will cause the terms to be staggered as specified above.
- 4.3 Any Member is eligible to be elected a Director provided his Membership rights are not suspended at the time of the election.
- 4.4 Any Director can be removed as a Director at any time for cause by a majority vote of the Directors or by a majority vote of all Members.
- 4.5 The Officers of the Board of Directors shall be: President, Vice President, Treasurer, and Secretary. The Officers shall be chosen each year by the Board of Directors at their annual meeting. No person shall hold more than one office at the same time.
- 4.6 President: The President shall have executive management of the operations of the Association, subject to the control of the Board of Directors. He shall, as a minimum, preside over all meetings of the Board of Directors and the Association. The President shall be authorized to sign, with a co-signer, all checks written to pay approved Association expenses.
- 4.7 Vice President: The Vice President shall, as a minimum, perform the duties of the President in the event the President is absent or otherwise unable to carry out the duties of President. The Vice President shall be authorized to sign, with a co-signer, all checks written to pay approved Association expenses.
- 4.8 Treasurer: The Treasurer shall be the financial Officer of the Association; shall keep complete records showing the financial condition of the Association; shall keep a separate financial account of each Member of the Association; shall be responsible for all funds of the Association; shall receive, and give receipts for, all money due to the Association; shall disburse the funds of the Association in accordance with the instructions of the Board of Directors and the bylaws of the Association; shall give to the President, on request, an account of all his transactions as Treasurer and of the financial condition of the Association; and shall present, at the annual meeting of the association, an account of the receipts and expenses of the Association during his term. The Treasurer shall be authorized to sign, with a co-signer, all checks written to pay approved Association expenses.
- 4.9 Secretary: The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; shall keep an accurate list of the names and addresses of all Members of the Association; shall be responsible for giving all notices in ac-

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cordance with these bylaws and as required by law; and shall be the custodian of all records (except financial records) of the Association.

- 4.10 Any Officer may be removed, with or without cause, at any time, by a majority vote of the Directors. Any Officer so removed shall continue to be a Director for the remainder of his term.
- 4.11 Any vacancy in any office because of death, resignation, removal, or any other reason, shall be filled for the unexpired portion of the term by a Director chosen by the Board of Directors.
- 4.12 Any vacancy in the Board of Directors because of death, resignation, or any other reason shall be filled by the Member who received the most votes, without being elected, in the most recent election of Directors. If there is no such eligible Member, the Remaining Directors shall appoint a Member to fill the vacancy for the remainder of the term.
- 4.13 All books and records of the Association shall be available for inspection by any Member of the Association at any reasonable time.
- 4.14 Every check for the payment of money of the Association and every promissory note of the Association, shall, unless otherwise required by law, be signed by two of the following: Treasurer, President, Vice President.
- 4.15 Every contract to which the Association shall be a party, shall be executed in its name by the President or Vice President and attested by the Secretary.
- 4.16 There shall be no limit on the number of consecutive terms to which a Director may be elected. However, all Directors must be properly elected as specified elsewhere in these bylaws.
- 4.17 The Directors shall be elected at the annual meeting of the Members. Each Member shall cast a number of votes equal to the number of Directors to be elected. Each Member shall cast no more than one vote for any one candidate. The Members receiving the most votes shall be elected and become Directors at the close of the meeting. In the event of a tie for the seventh position, there shall be a runoff election between the tied candidates. The runoff shall be at the same meeting and only those present for the meeting shall be eligible to vote.
- 4.18 The Association shall indemnify any and all persons who may serve or who have served at any time as Directors or Officers, and their respective heirs, administrators, successors, and assigns, against all expenses paid in defense or settlement of any claim in which any of them are made parties, except in relation to matters as to which any such Director or Officer shall be adjudged to be liable for his own negligence of misconduct in the performance of his duty. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, bylaw, agreement, vote of Members, or otherwise.
- 4.19 The Board of Directors may create such temporary and standing committees as it

shall deem necessary, and shall assign to each committee so created such duties as the Board of Directors shall consider proper. Committee members shall be chosen from the Members of the Association and each such committee member shall serve at the pleasure of the Board of Directors.

- 4.20 No Member or Director shall receive any material compensation from the Association beyond reimbursement of actual expenses, for performing the duties of any office or committee of the Association.

5.0 MEETINGS OF THE BOARD OF DIRECTORS

- 5.1 The board of Directors shall hold an annual meeting immediately after the annual meeting of the Members of the Association, for the purposes of organization, election of Officers, and any other business that properly may be brought before the meeting. The failure to hold any annual meeting at the designated time shall not work any forfeiture of the charter, or dissolution, of the Association.

- 5.2 Special meetings of the Board of Directors may be called at any time by the President or on the written request of any two Directors.

- 5.3 A written or printed notice stating the place, day, and hour of the annual or a special meeting shall be delivered or mailed by the Secretary to each Director at least three days before the date of the meeting. The requirement to be given notice of any meeting of Directors may be waived by any Director by attendance in person at the meeting.

- 5.4 A quorum shall be deemed to be present at any meeting of the Board of Directors of the Association if no fewer than a majority of the existing Directors are present.

6.0 ASSESSMENTS

- 6.1 The duties of the Board of Directors shall include (but not be limited to) the duty to fix prior to the first day of March in each year, the amount of the annual charge that is to be made against each Member of the Association. Such charges shall be paid in quarterly installments, with each installment due in full by the first day of the quarter for which the charge is made. Written notice of the charge shall be sent to each member at least 30 days before such charge is due.

- 6.2 The annual budget and the amount of the annual charge (assessment) as submitted by the Board of Directors shall be subject to approval by a majority vote of the Members at the annual meeting of the Members.

- 6.3 The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association.

- 6.4 The Board of Directors of the Association shall have the right to suspend all Membership rights and privileges of any Member (i) for any period during which any Association charge owed by the Member remains unpaid; and (ii) during the period

of any continuing violation of the guidelines or bylaws of the Association, after the existence of the violation is declared by the Board of Directors of the Association. Any Director whose Membership rights are suspended shall also have the rights of a Director suspended until his Membership rights are restored.

6.5 Any charge levied or assessed against any lot, shall become a lien upon that lot until paid in full, and shall also be a personal obligation of the owner of that lot at the time the charge fell due. Such charge shall bear interest at the rate of 15 per cent annually until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures as it deems necessary to collect the amount owing. The owner of the lot shall be obliged to pay any expense incurred by the Association in collecting the charge.

7.0 AMENDMENTS TO BYLAWS

7.1 Any Member can propose changes to these bylaws at any meeting of the Association. All changes to these bylaws must be approved by 2/3 of all Members.

8.0 MISCELLANEOUS

8.1 The fiscal year of the Association shall begin on the first day of January in each calendar year and end on the last day of December in that same year. The budget period shall run as determined by the Board of Directors and is not required to start at the beginning of the fiscal year.

8.2 No delay or failure on the part of any party to invoke any available remedy with respect to a violation of any one or more of these bylaws shall be held to be a waiver by that party of any right granted to him by these bylaws.

8.3 The organization of this document by sections is for convenience and clarity only and shall not be used as an aid to the interpretation of any provision contained herein. Whenever applicable, the singular form of any word shall be taken to mean the plural and the masculine form shall be taken to mean the feminine.

9.0 GENERAL GUIDELINES

The following guidelines have been established in an attempt to maintain Bridlewood as a desirable neighborhood and to enhance property values within the neighborhood. These guidelines are not intended to be used to harass or unnecessarily inconvenience any Member of the Association.

- 9.1 Every lot in the Development is a residential lot and shall be used exclusively for single family residential purposes. No structures shall be erected, placed, or permitted to remain upon any lot except a single family house and such outbuildings as are usually accessory to a single family house.**
- 9.2 No accessory outbuildings shall be erected on any lot prior to the erecting of a single family house on said lot, and in no event shall any such accessory outbuilding or any temporary structure on any lot ever be used as a residence or dwelling or place for human occupancy or habitation.**
- 9.3 No house constructed on any lot shall be occupied or used for residential purposes or human habitation until it has been substantially completed.**
- 9.4 The finished exterior of every building on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the roof line. All driveways must be paved with asphalt or concrete to at least 25 feet from their point of connection with the street.**
- 9.5 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.**
- 9.6 Every building, or improvement to any building, whose construction or placement on any residential lot in the Development is begun shall be completed within six months after the beginning of such construction or placement. No improvement which has been partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three months from the time of such destruction or damage.**
- 9.7 All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.**

- 9.8 The owner of any lot in the Development shall at all times maintain the lot and any improvements in such a manner as to prevent the lot or improvements from becoming unsightly; specifically, such owner shall:
- (i) Mow the lot at such times as may be reasonably required in order to prevent the 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.
 - (v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.
- 9.9 In the event that the owner of any lot in the Development shall fail to maintain his lot and any improvements in accordance with the provisions of these guidelines, the Association shall notify the owner in writing of the violation. The owner shall then have two weeks to remove the violation. The Association shall then have the right to enter the lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements conform to the requirements of these guidelines. Every attempt shall be made to minimize the cost of such work. The cost to the Association shall be added to and become a part of the annual charge to which said lot is subject. Such charge shall be paid in full within thirty days of the date the owner is made aware of the charge. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any such maintenance work performed.
- 9.10 No outside toilet shall be permitted on any lot in the Development except during a reasonable period of construction.
- 9.11 No noxious or offensive activities shall be carried on on any lot in the Development, nor shall anything be done on any lot that shall be an unreasonable annoyance or nuisance to any owner of another lot in the Development.
- 9.12 No signs or advertisements other than signs advertising the lot and house for sale shall be displayed or placed on any lot or structure in the Development for a period of greater than 14 days. Signs advertising the lot and house for sale shall be of the type and size typically seen in the area.
- 9.13 No animals shall be kept or maintained on any lot in the Development except the usual household pets, and , in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

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- 9.14 No truck, camper, trailer, boat or similar vehicle shall be stored on any street in the Development, or on any lot in the Development, unless it is parked such that it is not visible to the occupants of other lots in the Development or to the users of any street in the Development. For the purpose of this guideline, an item is considered to be "stored" if it does not have current license plates (if required by an appropriate government agency) or if it is not driven or moved regularly. An item will generally not be considered "stored" until it has been present for thirty days. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot with the exception that sheds (or mini-barns) are not required to be permanently anchored. Guidelines for sheds and other outbuildings are found in the Bridlewood Design Guidelines. This section is only intended to prevent the longterm storage of items which could reasonably be considered a nuisance, hazard, or otherwise detrimental to property values in the neighborhood. This section is NOT intended to discourage the parking, in driveways or on the street, of regularly driven vehicles, or short term parking of boats, campers, or other vehicles used by Members or their guests.
- 9.15 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.
- 9.16 No fuel storage container or ash, trash, rubbish, or garbage receptacle shall be visible from the street at any time, except at the times when refuse collections are being made.
- 9.17 It shall be the duty of every owner of a lot in the Development to keep any open storm drainage ditch or swale contained on, or adjoining to his property, continuously unobstructed and in good repair.
- 9.18 The Architectural Control Committee (ACC) is a standing committee. Any improvements made to property in the Development shall be subject to the Bridlewood Design Guidelines, which guidelines shall be managed and interpreted by the ACC.
- 9.19 Enforcement of these guidelines and the Bridlewood Design Guidelines shall ultimately be the responsibility of the Board of Directors.

This Instrument Recorded 2-8-1994
Sharon K. Cherry, Recorder, Hamilton County, IN

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