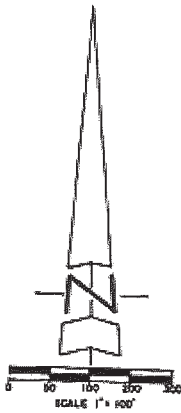


HAWTHORNE RIDGE SECTION SIX

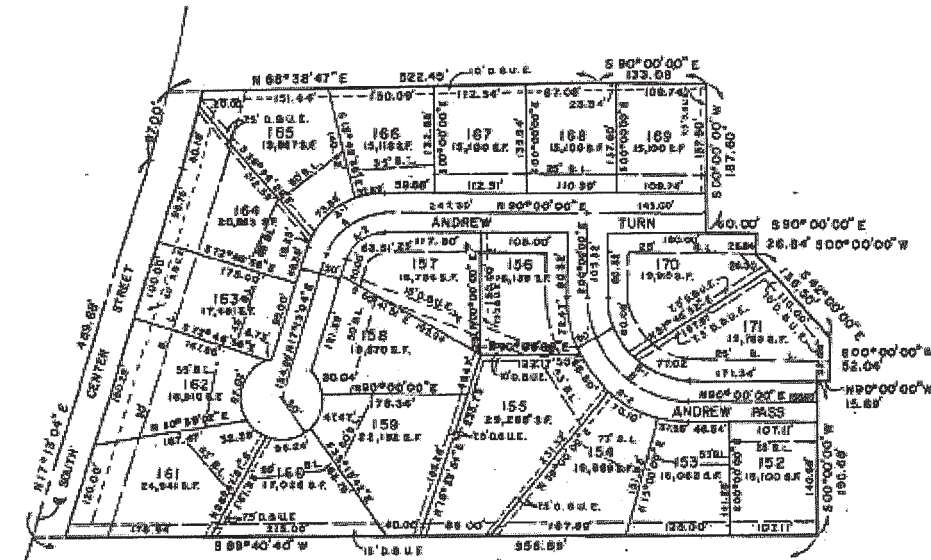
CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD
S	21°44'54"	70.00'	39.27'	53.26'	38.34'
A-1	72°48'36"	100.00'	187.05'	73.70'	118.66'
A-2	72°48'36"	50.00'	93.53'	36.85'	59.33'
B	90°00'00"	125.00'	157.08'	125.00'	176.78'
B-1	90°00'00"	100.00'	157.08'	100.00'	141.42'
B-2	90°00'00"	100.00'	157.08'	100.00'	141.42'

NOTE: THE AREA BETWEEN THE BLDG. SETBACK LINE AND THE STREET RIGHT-OF-WAY IS A UTILITY EASEMENT.



2350



ENTERED FOR RECORD
 13 MAY 6 - 1988
 Council of Memphis
 HENDRICKS COUNTY, TENN.

2911 May 4, 1981
 For Correcion - *Robert Jarzen*
 See memo. to 118 Page 425-31
 Council of Memphis, Inc.

2414 May 18, 1981
 For Certificate of Correction
 See memo. to 118 Page 425
 Council of Memphis, Inc.

3146 April 14, 1987
 To By-Laws and Rules 118
 118 677-70.
 Council of Memphis, Inc.

CERTIFICATE

UNDER THE AUTHORITY PROVIDED IN SECTION IC 36-7-4-700 ET. SEQ., AND ALL AMENDMENTS THERETO, THE UNDERSIGNED HEREBY CERTIFIES THAT PUBLIC NOTICE OF THE HEARING BY THE HENDRICKS COUNTY PLAN COMMISSION OF THE AFORESAID OWNER'S APPLICATION FOR APPROVAL OF THIS PLAT WAS DULY GIVEN AS REQUIRED BY SECTION IC 36-7-4-706, AND ALL AMENDMENTS THERETO, AND THAT SAID PLAT HAS BEEN DULY APPROVED BY SAID COMMISSION, WITH A MAJORITY OF THE MEMBERS OF SAID COMMISSION CONCURRING IN SUCH APPROVAL. DATED: SEPTEMBER 23, 1987.

Ross McClain
 ROSS MCCLAIN, PRESIDENT OF SAID COMMISSION



Robert Jarzen
 ROBERT JARZEN, SECRETARY OF SAID COMMISSION

118
 118
 118
 118

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING
 5/1/88
 Walter R. Rader, III, C.E.S.
 COUNTY CLERK


HAWTHORNE RIDGE -- SECTION SIX

I, THE UNDERSIGNED BEING DULY AUTHORIZED AS A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA DO HEREBY CERTIFY THAT THE ATTACHED PLAT AND SURVEY OF "HAWTHORNE RIDGE SECTION SIX" IS SITUATED IN GUILFORD TOWNSHIP, HENDRICKS COUNTY, INDIANA, AND IS A TRUE REPRESENTATION OF A SUBDIVISION OF A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 1 EAST OF THE SECOND PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT A BRASS PEG FOUND MARKING THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 55.00 FEET TO THE CENTERLINE OF OLD STATE ROAD 267; THENCE SOUTH 15 DEGREES 55 MINUTES 50 SECONDS EAST, ON AND ALONG THE SAID CENTERLINE, 350.30 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTLY 358.54 FEET, ON AND ALONG SAID CENTERLINE AND AN ARC TO THE RIGHT HAVING A RADIUS OF 1856.37 FEET AND A DELTA ANGLE OF 13 DEGREES 11 MINUTES 04 SECONDS; THENCE SOUTH 02 DEGREES 44 MINUTES 46 SECONDS EAST, ON AND ALONG SAID CENTERLINE, 197.81 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTLY 356.85 FEET, ON AND ALONG SAID CENTERLINE AND AN ARC TO THE RIGHT HAVING A RADIUS OF 1273.36 FEET AND A DELTA ANGLE OF 15 DEGREES 03 MINUTES 04 SECONDS TO THE POINT OF BEGINNING OF THE DESCRIPTION; THENCE NORTH 88 DEGREES 38 MINUTES 07 SECONDS EAST, 562.45 FEET; THENCE SOUTH 98 DEGREES 00 MINUTES 00 SECONDS EAST, 133.06 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 187.80 FEET; THENCE SOUTH 98 DEGREES 00 MINUTES 00 SECONDS EAST, 60.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES WEST, 26.84 FEET; THENCE SOUTH 42 DEGREES 00 MINUTES 00 SECONDS EAST, 136.50 FEET; THENCE SOUTH 06 DEGREES 00 MINUTES 00 SECONDS WEST, 52.64 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 15.65 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 190.68 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 48 SECONDS WEST, 358.85 FEET TO A POINT ON THE CENTERLINE OF STATE ROAD 267; THENCE NORTH 17 DEGREES 33 MINUTES 04 SECONDS EAST, ON AND ALONG SAID CENTERLINE, 493.58 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 87.00 FEET, ON AND ALONG SAID CENTERLINE AND AN ARC TO THE LEFT HAVING A RADIUS OF 1273.36 FEET AND A DELTA ANGLE OF 83 DEGREES 04 MINUTES 46 SECONDS TO THE POINT OF BEGINNING, CONTAINING 10.47 ACRES, MORE OR LESS AND SUBJECT TO ALL LEGAL HIGHWAYS, RIGHT-OF-WAY AND EASEMENTS OF RECORD.

SAID ADDITION CONSISTS OF 20 LOTS NUMBERED 182-173, BOTH INCLUSIVE. THE LOCATION AND DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS ARE SHOWN ON THE PLAT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I DO HEREBY CERTIFY THAT ALL THE ABOVE IS TRUE AND CORRECT AND IN WITNESS THEREOF DO HEREBY SET MY HAND AND SEAL THIS _____ DAY OF _____ 1987.


 WILLIAM R. COLE
 REGISTERED LAND SURVEYOR NO. 10681
 STATE OF INDIANA

WILLIAM R. COLE
 REGISTERED LAND SURVEYOR
 No. 10681
 STATE OF INDIANA

DEDICATION

THE UNDERSIGNED, L.F. SERVICE CORPORATION, REPRESENTED BY IT'S CORPORATE OFFICERS, EDWARD E. WHALEN, PRESIDENT AND MELBA S. HANLON, SECRETARY-TREASURER, AS OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED ON THE PLAT HEREOF DO HEREBY CERTIFY THAT WE HAVE LAID-OFF, PLATTED AND SUBDIVIDED AND DO HEREBY LAY-OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE HEREOF PLAT. WE CERTIFY THAT ALL THE STREETS DEPICTED ON SAID PLAT, EXCLUSIVE OF THOSE ALREADY DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC FOR IT'S USE AS SUCH. THERE ARE STRIPS OF GROUND OF THE WIDTH CALLED FOR ON THE PLAT WHICH ARE RESERVED FOR THE PUBLIC UTILITY COMPANIES NOT INCLUDING TRANSPORTATION COMPANIES, FOR THE INSTALLATION OF POLES, LINES, DUCTS, GAS AND WATER LINES, LATERALS AND SEWERS. SUBJECT AT ALL TIMES TO THE PUBLIC AUTHORITIES AND TO THE EASEMENTS HEREBY RESERVED. THERE ARE STRIPS OF GROUND OF THE WIDTH CALLED FOR ON THE PLAT, WHICH ARE RESERVED FOR SURFACE WATER DRAINAGE AND STORM SEWER SYSTEM. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERRECTED OR MAINTAINED UPON SAID STRIPS BUT SUCH OWNERS SHALL TAKE THEIR TITLE SUBJECT TO THE RIGHTS OF PUBLIC UTILITIES. ALL SUCH UTILITY INSTALLATION SHALL BE MADE THAT NO PROPERTY CORNER OR PROPERTY LINE BE OBSTRUCTED. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "HAWTHORNE RIDGE--SECTION SIX", LOCATED IN GUILFORD TOWNSHIP, HENDRICKS COUNTY, INDIANA. THE REAL ESTATE DESCRIBED IN THIS PLAT IS SUBJECT TO RESTRICTIVE COVENANTS SEPARATELY RECORDED AND REFERRED TO BY REFERENCE.

OWNERS OF UNOCCUPIED LOTS SHALL AT ALL TIMES KEEP AND MAINTAIN SUCH LOTS IN THIS SUBDIVISION IN AN ORDERLY MANNER. WEEDS AND OTHER GROWTHS SHALL BE SEASONALLY CUT. THERE SHALL BE NO ACCUMULATION OF RUBBISH OR DEBRIS ON THESE LOTS.

ALL STRUCTURES SHALL BE COMPLETED ON THE EXTERIOR WITHIN SIX (6) MONTHS FROM START OF CONSTRUCTION INCLUDING TWO (2) COATS OF PAINT OR VARNISH ON ANY EXTERIOR WOOD SURFACE. ALL STRUCTURES MUST BE COMPLETED AND SITE GRADED, SLOODED OR SEDED TO PROVIDE A GOOD COVER AND REASONABLE LANDSCAPED WITHIN ONE (1) YEAR FROM THE DATE OF COMMENCEMENT THEREOF.

IT SHALL BE THE DUTY AND RESPONSIBILITY OF EACH LAND OWNER IN THIS ADDITION TO MAINTAIN ANY DRAINAGE SHALL WHICH IS SHOWN ON THE DEVELOPMENT PLAN CONTIGUOUS TO OR ON HIS PROPERTY, SAID DEVELOPMENT PLAN BEING APPROVED BY THE HENDRICKS COUNTY PLAN COMMISSION AND AS FILED WITH SAID BODY. MAINTENANCE SHALL INCLUDE BOTH THE MAINTENANCE OF THE ELEVATIONS SHOWN ON THE DEVELOPMENT PLAN (AS ORIGINALLY CONSTRUCTED) AND ALSO PRESERVATION OF THE HYDRAULIC CHARACTERISTICS OF THE DITCH, BY REMOVAL OF ALL TRASH AND DEBRIS AND ANYTHING THAT WOULD IN ANY WAY RESTRICT THE FLOW OF WATER IN SAID SHALE. THE WORD "SHALES" SHALL APPLY TO ANY DITCH OR CHANNEL CONSTRUCTED TO PROVIDE A DRAINAGE WATER WAY.

SEE MISCELLANEOUS RECORD BOOK PAGE FOR ADDITIONAL RESTRICTIVE COVENANTS.

A PETITION ADDRESSED TO THE HENDRICKS COUNTY DRAINAGE BOARD HAS BEEN FILED IN DUPLICATE WITH THE COUNTY SURVEYOR REQUESTING THAT THIS SUBDIVISION'S STORM DRAINAGE SYSTEM AND THE EASEMENTS THEREOF BE ACCEPTED INTO THE COUNTY'S LEGAL DRAINAGE SYSTEM SO THAT A MAINTENANCE FUND MAY BE ESTABLISHED BY ASSESSMENT UNDER THE AUTHORITY OF THE INDIANA DRAINAGE CODE AND SO THAT SAID BOARD MAY EXERCISE OTHER POWERS AND DUTIES AS PROVIDED FOR IN SAID CODE. THIS SUBDIVISION CONTAINS 1285 LINEAL FEET OF TILE DRAINS.


 EDWARD E. WHALEN, PRESIDENT


 MELBA S. HANLON, SECRETARY-TREASURER

STATE OF INDIANA)
 COUNTY OF HENDRICKS)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED L.F. SERVICE CORPORATION, REPRESENTED BY IT'S CORPORATE OFFICERS, EDWARD E. WHALEN, PRESIDENT AND MELBA S. HANLON, SECRETARY-TREASURER AS DEVELOPERS AND AS OWNERS OF THE ABOVE DESCRIBED SUBDIVISION, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE USE AND PURPOSE THEREIN EXPRESSED.

WITNESS MY SIGNATURE THIS 23rd DAY OF September, 1987. MY COMMISSION EXPIRES 11-8-87

Hendricks)
 COUNTY OF RESIDENCE)

Robert L. Stupp
 PRINTED OR TYPED NAME


 NOTARY PUBLIC




CERTIFICATE

UNDER THE AUTHORITY PROVIDED IN SECTION IC 36-7-4-700 ET SEQ., AND ALL AMENDMENTS THERETO, THE UNDERSIGNED HEREBY CERTIFIES THAT PUBLIC NOTICE OF THE HEARING BY THE HENDRICKS COUNTY PLAN COMMISSION OF THE AFORESAID OWNER'S APPLICATION FOR APPROVAL OF THIS PLAT WAS DULY GIVEN AS REQUIRED BY SECTION IC 36-7-4-700, AND ALL AMENDMENTS THERETO, AND THAT SAID PLAT HAS BEEN DULY APPROVED BY SAID COMMISSION, WITH A MAJORITY OF THE MEMBERS OF SAID COMMISSION CONCURRING IN SUCH APPROVAL. DATED: SEPTEMBER 23, 1987.


 ROSS MCCLAIN, PRESIDENT OF SAID COMMISSION




 ROBERT JARZEN, SECRETARY OF SAID COMMISSION



ENTERED FOR RECORD

BOOK

112 MAY 6 - 1988 PAGE 425-3

COVENANTS AND RESTRICTIONS

for 2981

BOOK 114 PAGE 425

Bernice M. Hughes
HENDRICKS COUNTY RECORDER

Section Six

Hawthorne Ridge Subdivision

1. NAME: This subdivision shall be known and designated as HAWTHORNE RIDGE, a subdivision located in Guilford Township, Hendricks County, Indiana.
2. LAND USE AND BUILDING TYPE: No lot shall be used except for single family residential purposes other than any that are designated for park or recreation. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private attached garage for not less than two cars nor more than four cars, except that one Club House shall be permitted on any lot in Hawthorne Ridge designated by the developer for park or recreation. In the event the purchaser should buy two adjacent lots with purpose of building one single family dwelling across the centerline, the lot line restrictions shall not apply to the boundary lines dividing any two said lots. Exterior of dwelling shall be at least fifty (50) percent brick or stone.
3. BUILDING LINE: Front yard set back lines, and side yard set back lines on corner lots are to be shown on the plat, between which lines and the property lines of the street there shall be no buildings or structures erected or maintained. Side yard set back lines on all other lots shall be ten (10) feet.
4. UTILITY EASEMENTS AND DRAINAGE: "Utility Easements" as shown shall be reserved for the use of public utilities for the installation of water, sewer, gas, tile and for electric or telephone lines, poles, ducts, pipes, etc. on, over, under and to said easement for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission is to be constructed. "Drainage Easements" reserved as drainage swales are to be maintained by any owner such that the water from any adjacent lot shall have adequate drainage along such swale and cannot be blocked to prevent the flow of natural drainage, even if specified easement is not shown on the plat. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions and maintenance assessments of drainage easements. No permanent, or other structures are to be erected or maintained upon any easements shown upon the plat and owners of lots shall take their titles subject to the rights of the above easement; no sump pump can be discharged into the street after a house is completed. The discharge of a sump pump must be installed underground with plastic pipe or vitrified tile to those designated areas.
5. ARCHITECTURAL CONTROL: No building or inground swimming pool shall be erected, placed, or altered on any lot until the construction plans and specifications and the complete plot plan have been approved by the Architectural Committee, as to the quality and type of material and workmanship, in harmony with the external design and with existing structure of finished grade elevation. Information concerning members and location of Architectural Committee may be obtained by contacting Lincoln Federal Savings Bank, Plainfield, IN. The ground floor of the main structure, exclusive of open porches and garages.

shall not be less than 1800 square feet for houses of one story on lots numbered 152 through 171; and at least 1000 square feet on the first floor of houses of more than one story. (Determination of sufficiency and adequacy of the term "ground floor of main structure" with respect to dwellings of tri-level, bi-level and one-and-one-half story design shall rest exclusively with the Architectural Committee.) Lots 158 through 165 cannot have basements. Lots 154 and 155 can have walk out basements, so long as the basement floor elevation is above 704.5 elevation.

6. **ARCHITECTURAL COMMITTEE:** The Architectural Committee shall be composed of three members appointed by the Directors of L F Service Corporation. Said committee membership shall be made known to original lot purchasers at time of sale. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that said written approval is not received from the Committee within twenty (20) days from date of submission, it shall be deemed that the Committee has approved the presented plan. Once L F Service Corporation has no ownership or has no interest in Hawthorne Ridge Subdivision, the Board of Directors of L F Service Corporation shall have authority to appoint its successor Architectural Committee.
7. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line, nor nearer to the side street lines than the minimum set back line shown on the record plat or contained in these covenants and restrictions. For the purpose of this restriction, eaves, steps, and open porches which may include a screened porch, shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
8. **NUISANCES:** No noxious or offensive activity shall be carried upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. This includes but is not limited to the tearing down or rebuilding of vehicles.
9. **TEMPORARY AND OTHER STRUCTURES:** No structures of a temporary character, trailer, basement, tent, shack, garage, barn, kennel, cement slab that would serve as a basketball court, tennis court, paddle ball court or similar activity other buildings, satellite dishes larger than 18 inches in diameter and none of approved size may be decorated with pictures or words, solar panels, above ground swimming pools or radio antennas that extend more than 3 feet above the uppermost height of the roof shall be placed on any lot. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period.
10. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be housed, bred, or kept on any lot except family pets, which may be kept provided they are not kept, bred or maintained for commercial purposes, and not to create or constitute a nuisance. Small animals, which are not family pets such as rabbits, may be kept as 4-H projects but must be removed within 30 days after a 4-H show.

- 3
114 427
11. **GARBAGE AND REFUSE DISPOSAL:** No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept except in sanitary containers out of view from street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash.
 12. **WATER SUPPLY:** No individual water supply system shall be permitted on any lot.
 13. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted upon any lot.
 14. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.
 15. **FENCES:** Fences, other than a standard silver-colored chain link no higher than 42", walls or continuous shrub planting which would in any way serve the purpose of a fence, shall not be erected until approved, in writing, by the Architectural Committee. Privacy and protection fences around a swimming pool shall be no farther than ten (10) feet out from the pool's water edge.
 16. **SIDEWALKS AND PRIVATE DRIVES:** All private drives shall be paved of blacktop or concrete; sidewalks of concrete. Both must be installed according to local code and requirements and must be completed at time of construction and before occupancy or within three years from date of purchase whichever occurs first. Sidewalks must be poured so that they slope toward the curb and at an elevation of 4" above curb level. No sidewalk is to be poured on fill dirt until proper compacting is done and settling is complete. Sidewalks at property lines are to meet flush with no steps from one elevation to another. Compliance is an obligation of the purchaser.
 17. **STORAGE TANKS:** Oil, gas, or gasoline storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from out side view.
 18. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot, except for one sign of not more than five square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during construction and sales period.
 19. **VEHICLE REGULATIONS:** No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, truck, or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage. No boat, trailer, or motorhome shall be permitted to remain on any homesite for more than five days unless kept within a garage.

- page 109
20. **VIOLATIONS:** Enforcement shall be by proceedings at law by said Developer or Land Owner or Homeowners Association or their assignee or in equity against any person(s), partnership(s) or corporation(s) violating or attempting to violate any covenants either to restrain the violation or to recover damages. These restrictions shall inure to and be enforceable on any single family dwelling unit or common area surrounding thereof in this addition and any judgment for costs on account of legal action brought to enforce said restrictions, or any of them, shall carry with it attorney's fees for plaintiff's attorney, including but not limited to all trial fees and appeal fees, which shall attach to and be a lien upon any real estate owned by the defendant in this addition.
21. **PROTECTIVE COVENANTS:** The Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless changed by a vote of the majority of the then owners of the building sites covered by these covenants in whole or in part. Invalidation of any one of the covenants, by judgment or court order, will in no way affect the other covenants which shall remain in full force and effect.
22. **MAIL BOXES:** As long as a mail box is required to be installed at a street location for postal delivery, said mail box must be supported and mounted on 4" x 4" wood material, preferably of a treated variety. Any exception, such as a decorative enclosure or support, must be approved in writing by the Architectural Committee.
23. **GAZEBO:** Free standing gazebos are permitted if design and location is approved by the Architectural Committee.
24. **COVENANTS FOR MAINTENANCE ASSESSMENTS:**
- A. **Creation of the Lien and Personal Obligation of Assessments.** The Developer, being the owner of Hawthorne Ridge Subdivision, hereby covenants, and each subsequent owner by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Hawthorne Ridge Homeowners Association hereafter referred to as the Association; (1) Annual assessments or charges; (2) Special assessments for common area improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, 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 lien date shall be the annual assessment due date as set forth in Paragraph G.
- B. **Purposes of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Hawthorne Ridge Subdivision and in particular for the improvement and maintenance of properties, service, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

C. **Basis and Amount of Annual Assessments.** The original assessment pursuant to the By-Laws of Hawthorne Ridge Subdivision shall be in amount of \$75.00 per each lot sold by the Developer, its representative or assigns, by land contract or deed an assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Hawthorne Ridge Homeowners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by it or otherwise.

D. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of common area improvements, including the necessary fixture and personal property related thereto, provided any such assessment shall have the affirmative of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. **Change in Basis and Maximum of Annual Assessments.** Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section C hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

F. **Quorum for Any Action Authorized under Section B and E.** The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. **Date of Commencement of Annual Assessments. Due Dates.** The annual assessments, provided for herein, shall commence on the first day of April, 1987. The assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For purposes of levying the assessments,

assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.

H. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section C hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at a rate of twelve percent (12%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the property. There shall be added to such assessment, delinquent fee and interest, the cost of preparing and filing a Complaint in such action; and in all events, the judgment shall include interest on the total amount above as provided together with reasonable attorney fees, to be fixed by the court, together with all costs of any legal action incurred which includes all costs and attorney fees for appeals.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, not from the lien or any such subsequent assessment.

K. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Properties of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

- 25. The Hawthorne Ridge Homeowners Association, Inc. is a not-for-profit corporation with mandatory membership and will have enforceability powers for the restrictive covenants and for the filing and collection of liens.

This instrument prepared by Edward E. Whalen, President, I. F. Service Corporation.

In witness whereof, the undersigned have set their hands and signatures this 26th day of April, 1988.

I. F. SERVICE CORPORATION

Edward E. Whalen
EDWARD E. WHALEN, PRESIDENT

Melba S. Hanlon
MELBA S. HANLON, SECRETARY

STATE OF INDIANA, HENDRICKS COUNTY SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 26th day of April, 1988, personally appeared I. F. SERVICE CORPORATION by Edward E. Whalen, its President and Melba S. Hanlon, its Secretary and acknowledged the execution of the foregoing COVENANTS AND RESTRICTIONS for Section Six, Hawthorne Ridge Subdivision.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Pamela A. Bloomer
Pamela A. Bloomer, Notary Public
Residing in Hendricks County, Indiana.

My commission expires:

3/13/92

This instrument prepared by Edward E. Whalen.



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Theresa D. Lynch
Hendricks County Recorder IN
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**AMENDMENT TO THE COVENANTS AND RESTRICTIONS
FOR
HAWTHORNE RIDGE SUBDIVISION
SECTIONS 1 - 7**

The Covenants and Restrictions for Hawthorne Ridge Subdivision Sections 1 - 7 are hereby amended as follow:

Article 24, Section C, Basis and Amount of Annual Assessment, shall be deleted in its entirety and replaced as follows:

The Annual Assessment shall be in the amount of One Hundred Dollars (\$100) per lot. All such assessments shall be paid to the Treasurer of the Hawthorne Ridge Homeowners Association.

Article 24, Section I, Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; the Lien. Remedies of the Association, shall be deleted in its entirety and replaced as follows:

If the Assessments are not paid on the date when due (being the dates provided in Section G hereof), then the assessment and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed Twenty-Five Dollars (\$25) shall be added thereto and from the date interest at the rate of twelve percent (12%) per annum may be added to the

1.

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30-

delinquent balance and penalty and the Association may bring an action at law against the property. There shall be added to such assessment delinquent fee and interest, reasonable attorney fees incurred by the Association and the cost of preparing and filing a Complaint in such action. In all events the judgment shall include interest on the total amount above as provided, together with reasonable attorney fees to be fixed by the court, together with all costs of any legal action incurred by the Association which includes all costs and attorney fees for appeals.

**UNANIMOUS WRITTEN CONSENT TO RESOLUTIONS
BY THE BOARD OF DIRECTORS
OF
HAWTHORNE RIDGE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the members of the Hawthorne Ridge Homeowners Association, Inc. (the "HRHA") desire amendments to the Covenants and Restrictions for Sections 1 – 7 Hawthorne Ridge Subdivision (the "Covenants"); and

WHEREAS, the Board of Directors of the HRHA have obtained the required quorum necessary to amend the Covenants for Sections 1 – 7; therefore it is:

RESOLVED, that the Covenants for Sections 1 – 7 are hereby amended as follows:

Article 24, Section C, Basis and Amount of Annual Assessment, shall be deleted in its entirety and replaced as follows:

The Annual Assessment shall be in the amount of One Hundred Dollars (\$100) per lot. All such assessments shall be paid to the Treasurer of the Hawthorne Ridge Homeowners Association.




Article 24, Section I, Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; the Lien. Remedies of the Association, shall be deleted in its entirety and replaced as follows:

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assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed Twenty-Five Dollars (\$25) shall be added thereto and from the date interest at the rate of twelve percent (12%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the property. There shall be added to such assessment delinquent fee and interest, reasonable attorney fees incurred by the Association and the cost of preparing and filing a Complaint in such action. In all events the judgment shall include interest on the total amount above as provided, together with reasonable attorney fees to be fixed by the court, together with all costs of any legal action incurred by the Association which includes all costs and attorney fees for appeals.

ADOPTED THIS 8th DAY OF FEBRUARY, 2017

BOARD OF DIRECTORS
HAWTHORNE RIDGE HOMEOWNERS ASSOCIATION, INC.

<u>Name</u>	<u>Signature</u>	<u>Date</u>
Jeremy Burtner President		<u>2-8-17</u>
Dave Mansfield Treasurer		<u>2-9-17</u>
Joyce Fillenwarth Secretary		<u>2-16-17</u>

Roger Leggett

Roger Leggett

2-10-17

~~Bob Check~~

~~Pam Munday~~

Carol Hoyt

Carol Hoyt

2/17/17

Terry Carr

Terry Carr

2-9-17

Sean Anderson

Sean Anderson

2/18/17

Kevin J. Cavanaugh

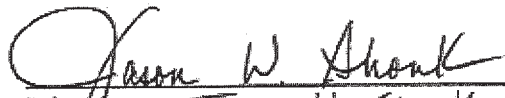
Kevin J. Cavanaugh

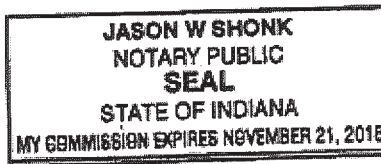
2-17-17

STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, on this 18 day of February, 2017, personally appeared Jeremy Burtner, Dave Mansfield, Joyce Fillenwarth, Roger Leggett, Bob Check, ~~Pam Munday~~, Carol Hoyt, Terry Carr, Sean Anderson, and Kevin J. Cavanaugh, all of whom are members of the Board of Directors of the Hawthorne Ridge Homeowners Association, Inc., who acknowledged the execution of the above and foregoing as their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.


Printed: Jason W. Shonk
Notary Public
County of Residence: Marion
My Commission Expires: Nov. 21, 2018



This instrument was prepared by Gregory C. Irby of Irby Law LLC, 47 West Marion Street, Danville, Indiana 46122; Telephone: (317) 745-3301.

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"I AFFIRM, UNDER THE PENALTIES FOR PERJURY,
THAT I HAVE TAKEN REASONABLE CARE TO REDACT
EACH SOCIAL SECURITY NUMBER IN THIS
DOCUMENT, UNLESS REQUIRED BY LAW."

NAME Gregory C. Irby

**AMENDMENT TO THE COVENANTS AND RESTRICTIONS
FOR
HAWTHORNE RIDGE SUBDIVISION
SECTIONS 1 - 7**

Section #	Instrument #	Book #	Page #
1	8665	107	438-444
2	3372	110	28-34
3	9005	112	12-18
4	9062	112	20-26
5	2979	114	418-424
6	2981	114	425-431
7	856	115	858-864

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 Established January 9, 1989
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AMENDED AND RESTATED BY-LAWS
OF
HAWTHORNE RIDGE HOMEOWNERS ASSOCIATION, INC.
FOR THE
HAWTHORNE RIDGE SUBDIVISION
SECTIONS 1 - 7

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7	856	115	858-864
All	200200011458	327	990-996
All	201705785	n/a	n/a

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 Theresa D. Lynch
 Hendricks County Recorder IN
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AMENDED AND RESTATED BY-LAWS OF
"HAWTHORNE RIDGE HOMEOWNERS ASSOCIATION, INC."

ARTICLE I

Definitions

"Association" means Hawthorne Ridge Homeowners Association, Inc., an association composed of Owners of properties at Hawthorne Ridge Subdivision, Sections One through Seven, as the name may be shown on maps thereof recorded from time to time in the Recorder's Office of Hendricks County, Indiana.

"Indenture means such Indenture(s) as may from time to time contain the covenants, liens, and charges established for the benefit of the Association, its Members, and the property and the residents of the communities located thereon.

"HRHA Property" means any property subject to the Indenture or the covenants, liens or charges imposed thereby.

"Community Facilities" shall mean and refer to any real property, common properties or other facility or facilities intended to be devoted to the use and enjoyment of the members of the Corporation which the Corporation may own or hereafter acquire.

ARTICLE II

Location and Purpose

The mailing address of the Association shall be P.O. Box 881, Plainfield, Indiana 46168. In the event a street address is needed for the principal office of the Association, then the principal office of the Association shall be deemed the residence of the President of the Association during his or her term of office.

The general objects and purposes of the Corporation shall be to promote and foster mutual understanding and good will; to enhance the Hawthorne Ridge subdivision, Guilford Township, Hendricks County, through the realization of common interests; to establish thereon and to administer and enforce covenants, conditions, restrictions, reservations, servitudes, profits, licenses, easements, liens or charges for the support and benefit of the Corporation and the welfare or betterment of such communities or residents thereof; and to provide for the preservation or the values and amenities of any and all real property, or other Common Properties which the Corporation may own or hereafter acquire.

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In the furtherance of, and not in limitation of the general powers conferred by the laws of Indiana, and the objects and purposes set forth in this instrument it is expressly provided that this Corporation shall also have the following powers, viz:

- (a) To continue as a corporation, under its corporate name perpetually;
- (b) To sue and be sued in its corporate name;
- (c) To have a corporate seal and to alter the same at pleasure, and to use such seal generally, but the use of such seal shall be necessary only as required by law;
- (d) To acquire, own, hold, use, lease, mortgage, pledge, sell, convey or otherwise dispose of property, real and/or intangible, legal or equitable;
- (e) To borrow money, and to issue, sell or pledge its property and franchises to secure the payment thereof;
- (f) To appoint such officers and agents as the affairs of this Corporation may require, and to define their duties and fix their compensation;
- (g) By its Board of Directors to make, alter, amend or repeal By-laws for the government and regulation of its affairs;
- (h) To cease the Corporation's activities and to dissolve and surrender its corporate franchise;
- (i) To provide for the acquisition, construction, management, maintenance, and care of the Corporation property;
- (j) To do all acts and things necessary, convenient or expedient to carry out the purpose for which it is formed; provided that this Corporation shall not, by any implication or construction be deemed to possess the power of engaging in any activities for the purposes of or resulting in the pecuniary remuneration to its members as such, but this provision shall not be deemed to prohibit reasonable compensation to members for services actually rendered; nor shall such corporation be prohibited from engaging in any undertaking for profit so long as such undertaking does not inure to the profit of its members;
- (k) The Corporation shall not be organized nor operated for profit, nor shall it participate or intervene, directly or indirectly, in any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE III

Membership

1. Eligibility. The Members of the Association are determined by Article V of its Articles of Incorporation. The rights of Members are subject to (a) the payment of the annual charges imposed by indenture, and

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(b) compliance with the covenants of the indenture and the rules and regulations of the Board of Directors regarding the use of HRHA Property and the conduct of Members, their families, their tenants, and the guests of any thereof. As provided in the Articles, the voting and other membership rights of any Member may be suspended by action of the Directors during any period when such Member shall have failed to pay any Annual Assessment and/or Special Assessment then due and payable; but, upon payment of such Assessment, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of HRHA Property, or any Community Facilities, or the personal conduct of any person thereof, the voting or other membership rights of any Member may be suspended by action of the Board of Directors for a period not exceed 30 days, if he, any member of his family, his tenants, or the guests of any thereof shall have violated such rules and regulations.

2. **Rights and perquisites of membership.** Each member is entitled to the use and enjoyment of the HRHA Property and any Community Facilities in accordance with the Indenture. Such rights may be delegated to and exercised by all members of his family who reside upon the Property, any of his tenants who reside there under a lease for a term of one year or more, and the guests of any thereof. Each Member shall notify the Secretary of the Association in writing of the name and relationship to the member of any person who shall be entitled to exercise such rights under this Section. The rights and privileges of such person are subject to suspension by the Board in the same manner and for the same reasons as those of any Member under the preceding Section.

ARTICLE IV

Meetings of Members

1. **Annual meetings.** The Annual Meeting of the Members shall be held at the office of the Association specified in the Notice of the Meeting, on the last Thursday in January in each year, at the hour of 7:00 p.m., commencing on the last Thursday in January of the year 1986.
2. **Special meetings.** Special meetings of the Members for any purpose may be called at any time by the President, or by any five or more Directors. The Secretary shall call a special meeting upon written request of the members who have a right to vote one-fourth (1/4) of all of the votes of the entire membership.
3. **Notices.** Notice of the Annual Meeting or special meetings of the Members shall be given to the Members by the Secretary in writing or by e-mail. Written notice of the Annual Meeting or special meetings may be given to the Members by personal delivery, e-mail, or by mailing a copy of the notice by United States Mail, postage prepaid, to the address appearing on the books of the Corporation. Each Member shall register his or her email address and street address, as well as any changes thereto, with the Secretary. Notice of the Annual Meeting or special meetings sent to any one owner of the lot shall be deemed to have been sent to

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all owners of the lot. Notice of any meetings, annual or special, shall be delivered, e-mailed, or sent by United States Mail not less than ten (10) days in advance of the meeting.

4. Proxy voting. At any membership meeting the presence, whether in person or by proxy, of Members entitled to vote not less than 10% of the total membership vote, shall constitute a quorum for the transaction of business. All proxies shall be in writing and be filed with the Secretary at the commencement of the meeting. Any proxy given by a person who shall not be a qualified Member at the date of the meeting and any proxy more than eleven months before the date of the meeting shall be void.

ARTICLE V

Assessment to Property Owners Association

1. Each owner of property shall pay assessments to Hawthorne Ridge Homeowners Association, Inc. as required under the restrictive covenants and conditions for the Hawthorne Ridge Subdivision.
2. Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Development and, in particular, for the improvement, maintenance and construction of facilities devoted to the use of all members.
3. Annual-Assessments shall be paid in advance and shall be due on the dates specified in Paragraph G of the Restrictive Covenants. No adjustments of prorations of assessments shall be made by the Association. The due date of any special assessment under Paragraph D of the Restrictive Covenants shall be fixed in the Resolution authorizing such assessment.
4. The Board shall prepare a roster of the properties and assessments applicable thereto at least thirty days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association and shall be open for inspection by an owner. Written notice of assessment shall be sent to every property owner subject thereto.
5. If any assessment is not paid when due, such assessment, including the cost of collection thereof, shall become a continuing recorded lien on the property which shall bind the property in the hands of the then owner, his heirs, devisees, personal representatives and assigns, in accordance with Paragraph I of the Restrictive Covenants. If the assessment is not paid within thirty days after the due date, there shall be added to the delinquent assessment those penalty fees, interest, cost and reasonable attorney's fees authorized pursuant to Paragraph I of the Restrictive Covenants.
6. The lien for delinquent assessments provided for herein shall be subordinated to the lien of any mortgages now or hereafter placed upon the properties pursuant to Paragraph J of the Restrictive Covenants.
7. Exempt Property. The following property subject to the Restrictive Covenants shall be exempt from the assessments, charges and liens, created therein;

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- a. All properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use;
- b. All common properties as defined in Article I, Paragraph 4;
- c. All properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption;
- d. All properties owned by the Developer, it assigns and successors, and held by them or any of them for the purpose of engaging in the business of sale or resale of such property, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

Finance

1. The fiscal year of the Association shall begin on the first day of January each year, unless changed by resolution of the Board of Directors.
2. No later than the 31st day of December a budget of estimated income and expenditure for the next fiscal year shall be adopted by the Board. This budget shall be available for inspection by the members at the office of the Association. A summary of the approved budget shall be included in the notice of the next regular meeting of the Association.
3. The Board of Directors shall determine the official depository or depositories:
 - a. After acceptance of responsibility by the Association for the administration of the assessment funds, the Treasurer shall be authorized to issue checks for expenditures incurred for the Association, provided the amount of such checks issued does not exceed in that fiscal year, the amount budgeted, in accordance with Article VI,
 - b. All checks shall be signed by the Treasurer hereunder. Such office shall be bonded in an amount determined by the Board. Indemnity bond premiums shall be paid by the Association.
 - c. An accounting of all the Association's receipts and disbursements for the previous fiscal year shall be prepared each year before the annual meeting, at which meeting the accounting in written form shall be made available to the membership.

ARTICLE VII

Special Assessments

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1. It is declared the policy of this Association that special assessments are generally undesirable and shall be levied only in an emergency or under extra-ordinary circumstances.
2. Special assessments shall be levied only upon the recommendation of the Board and with the consent of voting members, pursuant to Paragraph D of the Restrictive Covenants.
3. The due date of any special assessment shall be fixed in the Resolution authorizing such assessment. Special assessments not paid within thirty days after the due date shall be collected pursuant to Paragraph I of the Restrictive Covenants.

ARTICLE VIII

Board of Directors

1. Membership and powers. The Association shall be governed by a Board of Directors. Without limiting the generality of the preceding sentence, or any power vested in it by law, the Board of Directors shall have the power (a) to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them security or fidelity bonds as it may deem expedient (nothing contained in these By Laws shall be construed to prohibit the employment of any Member, officer or director of the Association in any capacity whatsoever); (b) to establish, levy, assess and collect the Annual Assessment and/or Special Assessment and all other charges referred to in the Indenture; (c) to adopt and publish rules and regulations governing the use of HRHA Property and Community Facilities, and the personal conduct of Members, their family, their tenants, and their guests with respect thereto; (d) to exercise for the Association all power, duties, and authority vested in or delegated to this Association, except those expressly reserved to the Members; and (e) in the event any member of the Board of Directors of this Association shall be absent from three consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting in which such third absence occurs declare the office of said absent Director to be vacant.
2. Duties. It shall be the duty of the Board of Directors (a) to cause to be kept a full, true and accurate record of its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members or at any special meeting when requested in writing by one-fourth (1/4) of the full membership; (b) to supervise all officers, agents and employees of this Association and to see that their duties are properly performed; (c) in accordance with the Indenture, (i) to fix the amount of the Annual Assessment and/or Special Assessments against each lot or living unit as soon as may be practicable after the beginning of each calendar year and in any event before April 1; (ii) to prepare a roster of the properties and Annual Assessment and/or Special Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and (iii) to send written notice of each assessment to every Owner subject therein; (d) to issue or to cause an appropriate officer to issue, upon

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demand by any person a certificate stating whether any Annual Assessment or Special Assessment has been paid, which shall be conclusive evidence that any charge stated therein has or has not been paid. The Board shall adopt such rules and regulations relating to the use of the common properties and sanctions for noncompliance there within as it may deem reasonable necessary in the best interests of the Association and its members.

3. **Vacancies.** Vacancies in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors and any such appointed Director shall hold office for the unexpired term of his predecessor in office.

ARTICLE IX

Directors' Meetings

1. **Annual meetings.** The Annual Meeting of the Board of Directors shall be held immediately following adjournment of the Annual Meeting of the Members in each year.
2. **Notices; waiver.** No notice need to be given for the Annual meeting of the Board. Notice of any special meeting shall be sufficient if mailed to each Director, postage prepaid, at his address as it appears on the records of the Association, at least three days before the meeting or given personally or by telephone not later than the day before the meeting. No notice need be given to any director who attends the meeting, or to any Director who in writing (before or after the Meeting) waives such notice.
3. **Special Meetings.** Special meeting of the Board of Directors shall be called by the Secretary upon request by any officer of the Association or by any two Directors. The action of a majority of the Board, although not a regularly called meeting, shall be valid and effective in all respects if the record of the meeting shall be assented to in writing by all members.
4. **Quorum.** At all meetings of the Board a majority of the Board of Directors shall constitute a quorum, and, except as otherwise provided by law or by the By Laws the act of a majority of the Directors present shall be the act of the Board.

ARTICLE X

Election of Directors

1. **Term of office.** Each Director of the Association shall be a member of the Association, and a Director shall cease to be a Director when he ceases to be a member. Directors shall be elected for periods of up to three (3) years and until their successors are elected and qualified, but provision shall be made for the election of approximately one-third of the Board of Directors each year.

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2. Ballots. The election of Directors shall be written ballot as hereinafter provided. At each Annual Meeting or at any special meeting called for the purpose of electing Directors, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to cast under the Articles of Incorporation of the Association. The nominees receiving the largest number of votes shall be elected.
3. Nominations; nominating committee. Nominations for election to the Board of Directors shall be made by the Nominating Committee, which shall consist of a Director, who shall be Chairman, and one or more Member of the Association or an officer of a corporate member. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the Members to serve during such Annual Meeting and until the next Annual Meeting or until its successor shall have been duly designated and qualified. The members of the Nominating Committee shall be announced at each Annual Meeting of the Members.
4. Nominees. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies to be filled. Such nominations may be made from among Members, as the Committee in its discretion shall determine. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to the Members.
5. Procedure. All elections of the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and (c) contain a space for a write-in vote by the member of each vacancy. Such ballot shall be prepared and mailed by the Secretary to the Members at least fourteen days in advance of the Date set forth therein for a return (which shall be a date not later than the day before the Annual Meeting or any special meeting called for the purpose of electing Directors).
6. Voting. Each Member shall be mailed a ballot on which he may cast the number of votes in which he is entitled. The completed ballot shall be returned in the manner hereinafter outlined. The ballot shall bear on its face the name and signature of the Member, the number of votes being cast and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes stated therein. The ballot shall be clearly designated by the Secretary.
7. Processing. Upon the receipt of each return, the Secretary shall immediately place in in a safe place. Not more than twenty-one days prior to the date set for the meeting at which the elections are to be held, the envelopes shall be turned over, unopened, to an Election Committee which shall consist of three persons appointed by the Board of Directors. All returns thereafter received by the Secretary on or before the date set for a return shall accordingly be turned over to the Election Committee. The Election Committee shall adopt a procedure which shall (a) establish that the Member is entitled to cast either personally or by proxy, the number of votes indicated on the ballot; and (b) that the signature of the Member on the ballot is

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genuine; and (c) if the vote is by proxy, that the proxy has been filed with the Secretary as provided in Article IV, Section 4, and that such proxy is valid. After the procedure has been completed relative to a ballot the count of the vote shall be taken. All ballots and proxies as well as any continuing tally of the votes shall be kept by the Election Committee, when not being processed, in a safe place. The ballots shall be retained for ninety days after the meeting and then destroyed.

ARTICLE XI

Officers

1. Officers. The officers of the Association shall be a President, Secretary, one or more Assistant Secretaries and a Treasurer. The President and Treasurer shall be members of the Board of Directors by reason of their offices.
2. Election by board of directors. All officers shall be elected at such Annual Meeting of the Board, and each officer shall hold office until the next Annual Meeting of the Board, and each officer shall hold office until his successor shall have been duly elected and qualified or until his earlier death, resignation, or removal in accordance with the By Laws. The officers shall be chosen by a majority vote of the Directors.
3. President; duties. The President shall be the chief executive officer of the Association and as such shall have general supervision of the affairs and property of the Association and over its several officers, subject to the direction of the Board of Directors. The President shall, if present, preside over all meetings of the Board of Directors, and shall generally do and perform all acts incident to the Office of President. He may sign in the name and on behalf of the Association all notes, leases, mortgages, deeds and all other written instruments authorized by the Board, except where the Board shall delegate the execution thereof to some other officer or agent of the Association.
4. Secretary; duties. The Secretary shall act as Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record the names and addresses of all Members of the Association, shall see that all notices are duly given as required by the By Laws or applicable law, and shall be custodian of the corporate seal.
5. Treasurer; duties. The Treasurer shall receive and deposit in bank accounts approved by the Board all moneys of the Association and shall disburse such funds as directed by a resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for the disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all check and notes of the Association, and shall be the chief executive officer in case of the absence or disability of the President.

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6. Books and accountings. The Treasurer shall keep proper books of account and cause an annual audit of the Association's books to be made by an independent accountant at the completion of each fiscal year. He shall prepare and annual budget and an annual balance sheet statement and the budget, and balance sheet statement shall be presented to the membership at its Annual Meeting.

ARTICLE XII

Committees

1. Standing committees. Standing committees of this Association shall be the Nominating Committee, the Recreation Committee, the Maintenance Committee, the Publicity Committee, and the Audit Committee. Unless otherwise provided herein each committee shall consist of a Chairman and two or more members as determined by the Board. At least one of whom shall be a Director. Each committee shall be appointed by the Board of Directors at its annual meeting to serve until the next Annual Meeting of the Board and until its successor shall have been duly appointed in accordance with Article X hereof. The Board of Directors may appoint such other committees as it deems desirable.
2. Nominating committee. The Nominating Committee shall have the duties and functions described in Article X.
3. Recreation committee. The Recreation Committee shall advise the Board of Directors on matters pertaining to any recreational program of the Association and shall perform such other functions as the Board, at its discretion, determines.
4. Maintenance committee. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvements of any HRA Property and Community Facilities of the Association, and shall perform such other functions as the Board, in its discretion, shall determine.
5. Publicity committee. The Publicity Committee shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association.
6. Audit committee. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the Members at their Annual Meetings. The Treasurer shall be an ex-officio member of the committee.
7. Subcommittees. It shall be the duty of each committee to receive complaints from the Members on any matter involving Association functions, duties and activities within the field of its responsibility. It shall dispose of such complaints as it seems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

HRHA
HAWTHORNE RIDGE HOMEOWNER'S ASSOCIATION
Established January 9, 1989
www.hawthorneridgeplainfield.com/

ARTICLE XIII

Books and Papers

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member.

ARTICLE XIV

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: Hawthorne Ridge Homeowners Association, Incorporated.

ARTICLE XV

Fiscal Year

The fiscal year of the Corporation shall coincide with the calendar year.

ARTICLE XVI

Amendments

1. Amendment procedure. These By Laws may be amended, at a regular or special meeting of the Members, by a vote of the majority of a quorum of the Members present in person or by proxy, provided that those provisions of these By Laws which are covered by the Articles of Incorporation or applicable law; and provided further that any matter slated herein to be or which is in fact covered by the Indentures may not be amended except as provided therein.
2. Resolution of conflicts. In the case of any conflict between the Articles of Incorporation and these By Laws, the Articles shall control; and in the case of any conflict between the Indentures and these By Laws, the Indentures shall control.

(This instrument originally prepared by Edward E Whalen, President, L F Service Corporation. Modifications to this instrument were prepared by Gregory C. Irby of Irby Law LLC, 47 West Marion Street, Danville, Indiana 46122; Telephone (317) 745-3301.)

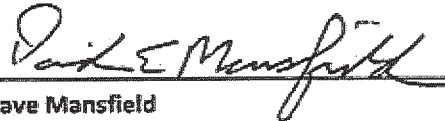
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. By: Gregory C. Irby

HRHA
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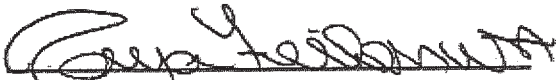
Date of Adoption by Board of Directors: July 11, 2017.



Jeremy Burtner
President



Dave Mansfield
Treasurer

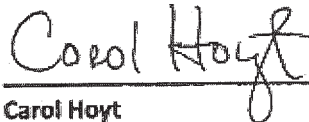


Joyce Fillenwarth
Secretary

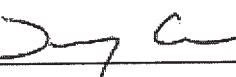
NO LONGER ON BOARD
Roger Leggett *Kevin J. Cavanaugh*
Member at Large



John Dinger
Member at Large



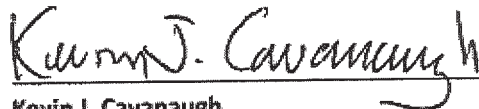
Carol Hoyt
Member at Large



Terry Carr
Member at Large

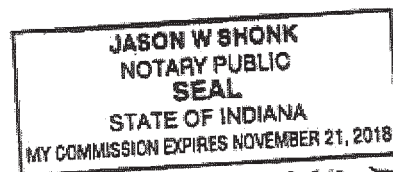


Sean Anderson
Member at Large



Kevin J. Cavanaugh
Member at Large

9-27-17
Jason W. Shonk



COUNTY OF RESIDENCE
MARION