

AMENDMENTS TO PLAT RESTRICTIONS
FOR THE SECONDARY PLAT
OF RIVER GLEN, SECTION 1

9509566035
Filed for Record
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 12-22-1995 At 01:24 pm.
DECL. 26.00
Vol. 0 Page 0

THESE AMENDMENTS to the Plat Restrictions for the Secondary Plat of River Glen, Section 1 are executed this 20th day of DECEMBER, 1995.

WITNESSETH:

WHEREAS, the residential community in the Town of Fishers, Hamilton County, Indiana commonly known as River Glen (consisting of the platted subdivisions known as River Ridge, Barrington Ridge, and River Glen), collectively referred to hereafter as "River Glen", was established upon the recording of the "Declaration of Easements, Covenants and Restrictions for River Glen" with the Hamilton County Recorder's Office on August 24, 1989, as Instrument No. 8918273 (hereafter, "Original Declaration"), as well as the recording of plats for the various sections thereof; and

WHEREAS, the Secondary Plat for River Glen, Section I was recorded on September 26, 1989, with the Hamilton County Recorder's Office as Instrument No. 891350, establishing seventy-nine (79) Lots consisting of Lots 1 through 79, inclusive (hereafter, "Section I Plat"); and

WHEREAS, Secondary Plats for River Glen, Sections 2, 3, and 4, Barrington Ridge, and River Ridge were also recorded, establishing additional Lots and properties governed by the Original Declaration and the River Glen Homeowners Association, Inc.; and

WHEREAS, the Original Declaration was amended by the "Amendments to Declaration of Easements, Covenants and Restrictions for River Glen" being recorded with the Hamilton County Recorder's Office on February 23, 1995, as Instrument No. 9505956; and

WHEREAS, the Section 1 Plat contains certain Plat Restrictions which constitute restrictions, limitations and covenants which run with the real estate described in the Section 1 Plat (hereafter, "Section 1 Plat Restrictions"); and

WHEREAS, the owners of Lots within Section 1 desire to amend certain provisions of the Section 1 Plat Restrictions; and

WHEREAS, Paragraph 33 of the Section 1 Plat Restrictions states that the same may be amended at any time by the approval of the owners of at least two-thirds (2/3) of the lots in River Glen, Section 1; and

WHEREAS, upon notice being duly given, the Board of Directors of the River Glen Homeowners Association, Inc. called for a Special Meeting of the River Glen Section 1 owners to be held December 4, 1995; and

WHEREAS, at said Special Meeting, the owners of fifty-five (55) of the seventy-nine (79) total number of Lots within River Glen, Section 1 were present, either in person or by proxy; and

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WHEREAS, at said Special Meeting, the owners of fifty-three (53) lots in River Glen, Section 1 voted to approve the amendments to the Section 1 Plat Restrictions as set forth below; and

WHEREAS, said owners voting to approve the amendments set forth below constitute more than two-thirds (2/3) of the Lots in River Glen, Section 1; and

WHEREAS, said owners, under the authority of the Section 1 Plat, wish to make certain changes and amendments to the Section 1 Plat Restrictions as described below.

NOW, THEREFORE, the River Glen Section 1 Plat Restrictions are amended in the manner set forth below.

1. Paragraph 3(B) of the River Glen Section 1 Plat Restrictions is hereby deleted in its entirety and replaced with the following:

(B) "Drainage easements", or "D.E.'s", are created to provide paths and courses and a system for natural area and local storm drainage, either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and the public drainage system. The owners of all lots are and shall be required to keep any areas of their lots designed for the natural flow of surface water free of obstructions to such natural flow, including both structures and plant materials, so that the flow of water will be unimpeded. Alterations to storm drainage systems which incorporate creeks, ditches, swales, slopes, culverts, drains, pipes or other features (whether in a Drainage Easement or not) in any open area in front of, adjacent or to the rear of any building or lot, whether natural or man-made, shall not be made without the prior express written approval of the Board of Directors of the River Glen Homeowners Association, Inc. (hereafter, "Homeowners Association" or "Association"). Any owner, resident or other party desiring to make alterations in such systems, whether to topography, physical improvements or vegetation contained therein, or to add physical improvements including, but not limited to, paving, walls, pipes, culverts, bridges, berms, embankments, ditches or swales, shall first submit a written application to the Architectural Committee (hereinafter defined), which shall make a recommendation to the Association's Board of Directors for approval or disapproval. Any such approval by the Board of Directors shall not relieve the applicant's responsibility to conform to applicable codes, standards and regulations administered by any governmental authorities having jurisdiction. If an owner of a lot violates the terms of this provision, in addition to any other rights the Association may have, the Association shall have the right to enter upon said lot and the Drainage Easement and remove any obstructions, with the costs and expenses of the same being a Special Assessment against the violating owner.

Drainage Easements may also be used for all purposes for which Utility Easements and Sanitary Sewer Easements may be used hereunder;

2. Paragraph 8 of the River Glen Section 1 Plat Restrictions is hereby deleted in its entirety and replaced with the following:

8. No trailer, tent, basement, garage or other structure erected on any lot in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character, except those utilized by a builder of a residence, be erected on any lot. No overnight camping shall be permitted within the subdivision.

No outbuildings or accessory buildings of any kind shall be permitted on any lot in this subdivision.

3. Paragraph 17 of the River Glen Section 1 Plat Restrictions is hereby deleted in its entirety and replaced with the following:

17. There shall be, and hereby is, created and established a committee to be known as the "River Glen Architectural Committee" (hereafter, the "Committee") to perform the functions delegated to it by these Plat restrictions. The Board of Directors of the Association shall appoint the members of the Committee, as well as the Committee's Chairperson.

The Committee shall consist of Owners of Lots in River Ridge and/or River Glen, Sections 1, 2, 3 or 4. The Board of Directors of the Association shall determine the exact number of Committee members. The Board of Directors of the Association shall endeavor, if possible, to have each of the five (5) areas represented by at least one (1) member of the Committee who owns a Lot within the applicable area. Thus, if possible, there shall be at least one (1) member of the Committee who owns a Lot in River Ridge, River Glen-Section 1, River Glen-Section 2, River Glen-Section 3 and River Glen-Section 4. However, if there is no such representation, the Committee shall continue to function and its decisions shall be binding. The Committee shall serve River Ridge and all four (4) Sections of River Glen. The Chairperson of the Committee shall be a current member of the Board of Directors of the Association. Members of the Committee may be removed at any time, with or without cause, by a vote of the Board of Directors of the Association. Representation of Committee members from at least three (3) of the five (5) areas shall constitute a quorum for any Committee meetings, and the taking of any action (including approvals and disapprovals). However, the Committee Chairperson shall not be considered for purposes of establishing such a quorum. The decision of a majority of Committee members in attendance at a meeting at which a quorum is present shall control without exception and be final, conclusive and binding.

The Committee shall have the power to issue Architectural Standards to guide the Committee and owners in determining whether certain types of improvements shall be permitted. The Architectural Standards may establish certain types of improvements being permitted in some but not all Lots in this subdivision, depending upon factors such as topography, the location and positioning of the particular Lots, and their proximity to other Lots or streets. Prior to being effective, the Architectural Standards shall be approved in writing by the Board of Directors of the Association after the same

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have been recommended for approval by the Committee. Such Architectural Standards shall not be inconsistent with any provisions set forth in these Plat Restrictions or any other recorded documents pertaining to this property. Upon the adoption, amendment or repeal of any Architectural Standards, a copy of the same shall be mailed or delivered to the owners. Additionally, at least annually, the Association shall mail or deliver a complete set of the Architectural Standards to all owners. Despite the Architectural Standards, the Committee shall have the power to make exceptions to or waive or vary any of the Architectural Standards in the same manner as the Committee's ability to do the same for any of the Plat Restrictions, as described in Paragraph 18 of these Restrictions.

The Architectural Standards shall include a fence policy, which may include pre-approved styles of fences which generally would be allowed, as well as styles of fences which generally will not be approved. Similarly, the fence policy shall limit the height, composition of materials, color, and the lots upon which fences may not be built. All Architectural Standards, including the fence policy, shall be consistently applied. The Architectural Standards, including the fence policy, and all amendments thereto, shall be recorded with the Hamilton County Recorder's Office.

4. Paragraph 18 of the River Glen Section 1 Plat Restrictions is hereby deleted in its entirety and replaced with the following:

18. No construction shall be commenced, nor shall any building, structure or other improvements (including, without limitation, fences, landscaping, walls, gazebos, play equipment or structures, driveways and walkways) be erected, removed, placed or altered (including changes in exterior materials, color or appearance), on any lot in this subdivision until the building plans, specifications and plat plans showing the location thereof and of all improvements proposed, including dimensions, size, location and drainage, have been submitted in writing to and approved in writing by the Committee as to the compatibility of the exterior design, appearance and location of the same with existing structures in this subdivision and as to the conformity of the same with the intent of the covenants and restrictions set forth in this plat and the Architectural Standards.

The Committee shall meet at least once per month, with meetings no farther apart than six (6) weeks. The dates, time, and location of the Committee's meeting shall be announced to the owners at least two (2) months in advance through a newsletter or other correspondence from the Association. Any owner submitting plans for proposed construction under this Paragraph shall submit all such requests and all necessary materials to a member of the Committee at least one (1) week prior to the next regularly scheduled Committee meeting. If no requests have been timely submitted to the Committee, the Committee need not meet. The owner may personally appear at the Committee meeting to answer any questions. If a quorum is present, and if the applicant has submitted all necessary material to the Committee's reasonable satisfaction, the Committee may approve or disapprove the owner's request at that meeting. Within fourteen (14) days of the date of such meeting, the Committee shall confirm its approval or disapproval in writing to the owner. If the Committee

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disapproves the owner's request, the Committee shall set forth in writing the reasons for the Committee's disapproval. However, if the Committee fails to approve or disapprove an owner's request within the fourteen (14) day period, such a failure shall be construed as the Committee's approval of the owner's proposed plans.

Neither the Committee nor any of its members shall be entitled to any compensation for the consideration hereunder. Neither the Committee, the Association's Board of Directors or Officers, nor any member thereof, nor any agent thereof shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used as reflected on any plans, specifications or other material submitted to the Committee.

The Committee shall have the right, in its consideration of plans submitted to it and in giving any approval hereunder, to make exceptions to or waive or vary any of the restrictions contained herein or in the Architectural Standards if, in the Committee's discretion, it determines that such exceptions, waivers and variances will not substantially detract from the compatibility of the construction as so approved with existing structures in this subdivision; provided, however, that no such exception, waiver or variance shall be made as to restrictions set forth herein which are also required pursuant to any zoning ordinance, building code or other governmental law, ordinance, rule or regulation. The approvals of the Committee required hereunder shall be in addition to, and not in lieu of, any approvals as to such matters or permits for such matters required to be obtained from any other persons or government entities pursuant to the terms of this plat, any zoning ordinance or building code, or otherwise.

Third Party 23 of the River Glen Section 1 Plat restrictions is enclosed in its entirety and replaced with the following:

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23. Windows and doors for new construction of a primary residence must be consistent with and compatible with other originally installed windows and doors in the subdivision. Windows and doors on additions shall be consistent in color and appearance with the windows and doors in the original portion of the home and are subject to approval by the Committee. Any storm doors or storm windows installed on or used in connection with any building on any lot and not initially installed by the Declarant or a builder concurrently with the original construction, must be approved by the Committee and shall be painted, and no unfinished aluminum storm doors or storm windows shall be permitted or allowed. All garage doors within the subdivision shall be of a paneled design. All windows and doors (including garage doors) are subject to approval by the Committee.

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6. Paragraph 29 of the River Glen Section 1 Plat Restrictions is deleted in its entirety and replaced with the following:

29. No exposed television, radio or other antennas (including, without limitation, satellite receiving dishes) shall be allowed or permitted on the exterior of any building or on any lot except with the written approval of the Architectural Committee. Approvals for the same shall be by the same process as stated in Paragraph 18 of these Plat Restrictions.

No basketball goals or other sports equipment shall be permanently attached to any buildings or on any lot within this subdivision. Movable basketball goals and any other sports equipment may be allowed, subject to Committee approval and to any additional conditions and restrictions which may be contained in the Architectural Standards.

7. Paragraph 34 of the River Glen Section 1 Plat Restrictions is deleted in its entirety and replaced with the following:

34. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of any structures erected or maintained in violation thereof is hereby dedicated and reserved to each of the owners of the lots in this subdivision, their heirs and assigns, the Homeowners Association, the Architectural Committee, and the Fishers Advisory Plan Commission, its successors and assigns, all of whom shall be entitled to such relief without being required to show any damage of any kind to any such owner, owners or party by or through any such violation or attempted violation. In any such enforcement action, the violating owner shall be responsible for all reasonable attorneys fees, costs and expense incurred by the party seeking enforcement thereof. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expiring on December 31, 2011, at which time said covenants, limitations and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by a vote of the majority of the then owners of the lots in this subdivision, it is agreed to change (or terminate) these covenants, limitations and restrictions in whole or in part; provided, however, that no change or termination of said covenants, limitations and restrictions shall affect any easement hereby created or granted unless all persons entitled to the beneficial use and enjoyment of such easement shall consent thereto. Invalidation of any of the covenants, limitations and restrictions contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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8. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute a ratification of these amendments, together with the Declaration, the Association's By-Laws, the Articles of Incorporation, any rules or regulations adopted pursuant thereto, the Section 1 Plat Restrictions, and the Architectural Standards, together with all amendments to the foregoing, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot or the Real Estate as if such provisions were recited and stipulated at length in each an every deed, conveyance, mortgage or lease.

9. Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the amendments of the River Glen Section 1 Plat Restrictions as contained herein have been fulfilled and satisfied.

EXECUTED on the 20 day of December 1961

River Glen Homeowners Association, Inc.,
an Indiana nonprofit corporation

By: Harry A. Semmer
(Signature)

Harry A. Semmer
(Printed)

President
(Title)

ATTEST

Ralph E. Davis
(Signature)

RALPH E. DAVIS
(Printed)

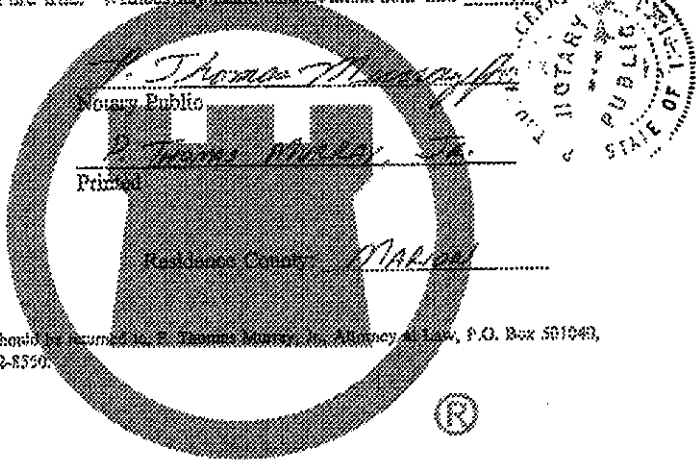
TREASURER
(Title)

CHICAGO TITLE

OF K R N Z R

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a notary public, in and for said County and State, personally appeared HARRY A. SOMMER and RALPH E. DAVIS, the President and TREASURER, respectively, of River Glen Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing Amendments to the Plat Restrictions for the Secondary Plat of River Glen Section 1 for and on behalf of the owners of Lots within River Glen, Section 1 and who, being duly sworn, stated that the Certifications and representations made therein are true. Witness my hand and notarial seal this 20th day of December, 1995.



My Commission Expires:
12-20-97

This instrument prepared by, and should be returned to, E. Thomas Murray, Jr., Attorney at Law, P.O. Box 501040, Indianapolis, IN 46250. (317) 842-8550.
a:section1.plf
12-15-95

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Filed for Record in
HAMILTON COUNTY, INDIANA
KAREN L. CLARK
On 12-22-1995 At 01:24 pm.
DECL. 26.00
Vol. 0 Page 0

**AMENDMENTS TO PLAT RESTRICTIONS
FOR THE SECONDARY PLAT
OF RIVER RIDGE**

THESE AMENDMENTS to the Plat Restrictions for the Secondary Plat of River Ridge are executed this 20th day of DECEMBER, 1995.

WITNESSETH:

WHEREAS, the residential community in the Town of Fishers, Hamilton County, Indiana commonly known as River Glen (consisting of the platted subdivisions known as River Ridge, Barrington Ridge, and River Glen) collectively referred to hereafter as "River Glen", was established upon the recording of the "Declaration of Easements, Covenants and Restrictions for River Glen" with the Hamilton County Recorder's Office on August 24, 1989, as Instrument No. 8918275 (hereafter "Original Declaration"), as well as the recording of plats for the various sections thereof, and

WHEREAS, the Secondary Plat for River Ridge was recorded on January 6, 1989, with the Hamilton County Recorder's Office as Instrument No. 8900379 establishing eighty-two (82) Lots consisting of Lots 1 through 82, inclusive (hereafter, "River Ridge Plat"); and

WHEREAS, Secondary Plats for River Glen Sections 1, 2, 3, and 4, and Barrington Ridge were also recorded, establishing additional Lots and properties governed by the Original Declaration and the River Glen Homeowners Association, Inc.; and

WHEREAS, the Original Declaration was amended by the "Amendments to Declaration of Easements, Covenants and Restrictions for River Glen" being recorded with the Hamilton County Recorder's Office on February 21, 1995 as Instrument No. 9505956; and

WHEREAS, the River Ridge Plat contains certain Plat Restrictions which constitute restrictions, limitations and covenants which run with the real estate described in the River Ridge Plat (hereafter, "River Ridge Plat Restrictions"); and

WHEREAS, the owners of Lots within River Ridge desire to amend certain provisions of the River Ridge Plat Restrictions; and

WHEREAS, Paragraph 33 of the River Ridge Plat Restrictions states that the same may be amended at any time by the approval of the owners of a majority of the lots in River Ridge; and

WHEREAS, upon notice being duly given, the Board of Directors of the River Glen Homeowners Association, Inc. called for a Special Meeting of the River Ridge owners to be held December 4, 1995; and

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WHEREAS, at said Special Meeting, the owners of sixty-four (64) of the eighty-two (82) total number of Lots within River Ridge were present, either in person or by proxy; and

WHEREAS, at said Special Meeting, the owners of fifty-five (55) lots in River Ridge voted to approve the amendments to the River Ridge Plat Restrictions as set forth below; and

WHEREAS, said owners voting to approve the amendments set forth below constitute a majority of the Lots in River Ridge; and

WHEREAS, said owners, under the authority of the River Ridge Plat, wish to make certain changes and amendments to the River Ridge Plat Restrictions as described below.

NOW, THEREFORE, the River Ridge Plat Restrictions are amended in the manner set forth below.

1. Paragraph 10 of the River Ridge Plat Restrictions is hereby deleted in its entirety and replaced with the following:

- (B) "Drainage Easements", or "D.E.'s", are created to provide paths and courses and a system for natural area and local storm drainage, either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and the public drainage system; the owners of all lots are and shall be required to keep any areas of their lots designed for the natural flow of surface water free of obstructions to such natural flow, including both structures and plant material, so that the flow of water will be unimpeded. Alterations to storm drainage systems which incorporate creeks, ditches, swales, dunes, culverts, drains, pipes or other features (whether in a Drainage Easement or not) in any open area in front of, between or to the rear of any building or lot, whether natural or man-made, shall not be made without the prior express written approval of the Board of Directors of the River Glen Homeowners Association, Inc. (hereafter "Homeowners Association" or "Association"). Any owner, resident or other party desiring to make alterations to such systems, whether to topography, physical improvements or vegetation contained therein, or to add physical improvements including, but not limited to, paving, walls, pipes, culverts, bridges, berms, embankments, ditches or swales, shall first submit a written application to the Architectural Committee (hereinafter defined), which shall make a recommendation to the Association's Board of Directors for approval or disapproval. Any such approval by the Board of Directors shall not relieve the applicant's responsibility to conform to applicable codes, standards and regulations administered by any governmental authorities having jurisdiction. If an owner of a lot violates the terms of this provision, in addition to any other rights the Association may have, the Association shall have the right to

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enter upon said lot and the Drainage Easement and remove any obstructions, with the costs and expenses of the same being a Special Assessment against the violating owner.

Drainage Easements may also be used for all purposes for which Utility Easements and Sanitary Sewer Easements may be used hereunder;

2. Paragraph 16 of the River Ridge Plat Restrictions is hereby deleted in its entirety and replaced with the following:

16. There shall be, and hereby is, created and established a committee to be known as the "River Glen Architectural Committee" (hereafter, the "Committee") to perform the functions delegated to it by these Plat restrictions. The Board of Directors of the Association shall appoint the members of the Committee, as well as the Committee's Chairperson.

The Committee shall consist of Owners of Lots in River Ridge and/or River Glen, Sections 1, 2, 3 and 4. The Board of Directors of the Association shall determine the exact number of Committee members. The Board of Directors of the Association shall endeavor, if possible, to have each of the five (5) areas represented by at least one (1) member of the Committee who owns a Lot within the applicable area. Thus, if possible, there shall be at least one (1) member of the Committee who owns a Lot in River Ridge, River Glen-Section 1, River Glen-Section 2, River Glen-Section 3 and River Glen-Section 4. However, if there is no such representation, the Committee shall continue to function and its decisions shall be binding. The Committee shall serve River Ridge and all four (4) Sections of River Glen. The Chairperson of the Committee shall be a current member of the Board of Directors of the Association. Members of the Committee may be removed at any time, with or without cause, by a vote of the Board of Directors of the Association. Representation of Committee members from at least three (3) of the five (5) areas shall constitute a quorum for any Committee meetings, and the taking of any action (including approvals and disapprovals). However, the Committee Chairperson shall not be considered for purposes of establishing such a quorum. The decision of a majority of Committee members in attendance at a meeting at which a quorum is present shall control without exception and be final, conclusive and binding.

The Committee shall have the power to issue Architectural Standards to guide the Committee and owners in determining whether certain types of improvements shall be permitted. The Architectural Standards may establish certain types of improvements being permitted in some but not all Lots in this subdivision, depending upon factors such as topography, the location and positioning of the particular Lots, and their proximity to other Lots or streets. Prior to being effective, the Architectural Standards shall be approved in writing

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by the Board of Directors of the Association after the same have been recommended for approval by the Committee. Such Architectural Standards shall not be inconsistent with any provisions set forth in these Plat Restrictions or any other recorded documents pertaining to this property. Upon the adoption, amendment or repeal of any Architectural Standards, a copy of the same shall be mailed or delivered to the owners. Additionally, at least annually, the Association shall mail or deliver a complete set of the Architectural Standards to all owners. Despite the Architectural Standards, the Committee shall have the power to make exceptions to or waive or vary any of the Architectural Standards in the same manner as the Committee's ability to do the same for any of the Plat Restrictions, as described in Paragraph 17 of these Restrictions.

The Architectural Standards shall include a fence policy, which may include pre-approved styles of fences which generally would be allowed, as well as styles of fences which generally will not be approved. Similarly, the fence policy shall limit the height, composition of materials, color, and the lots upon which fences may not be built. All Architectural Standards, including the fence policy, shall be consistently applied. The Architectural Standards, including the fence policy, and all amendments thereto, shall be recorded with the Hamilton County Recorder's Office.

3. Paragraph 17 of the River Ridge Plat Restrictions is hereby deleted in its entirety and replaced with the following:

17. No construction shall be commenced, nor shall any building, structure or other improvements (including, without limitation, fences, landscaping, walls, gazebos, play equipment or structures, driveways and walkways) be erected, removed, placed or altered (including changes in exterior materials, color or appearance), on any lot in this subdivision until the building plans, specifications and plot plans showing the location thereof and of all improvements proposed, including dimensions, size, location and drainage, have been submitted in writing to and approved in writing by the Committee as to the compatibility of the exterior design, appearance and location of the same with existing structures in this subdivision and as to the conformity of the same with the intent of the covenants and restrictions set forth in this plat and the Architectural Standards.

The Committee shall meet at least once per month, with meetings no farther apart than six (6) weeks. The dates, time, and location of the Committee's meeting shall be announced to the owners at least two (2) months in advance through a newsletter or other correspondence from the Association. Any owner submitting plans for proposed construction under this Paragraph shall submit all such requests and all necessary materials to a member of the Committee at least one (1) week prior to the next regularly scheduled Committee

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meeting. If no requests have been timely submitted to the Committee, the Committee need not meet. The owner may personally appear at the Committee meeting to answer any questions. If a quorum is present, and if the applicant has submitted all necessary material to the Committee's reasonable satisfaction, the Committee may approve or disapprove the owner's request at that meeting. Within fourteen (14) days of the date of such meeting, the Committee shall confirm its approval or disapproval in writing to the owner. If the Committee disapproves the owner's request, the Committee shall set forth in writing the reasons for the Committee's disapproval. However, if the Committee fails to approve or disapprove an owner's request within the fourteen (14) day period, such a failure shall be construed as the Committee's approval of the owner's proposed plans.

Neither the Committee nor any of its members shall be entitled to any compensation for the consideration hereunder. Neither the Committee, the Association's Board of Directors or Officers, nor any member thereof, nor any agent thereof shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used as reflected on any plans, specifications or other material submitted to the Committee.

The Committee shall have the right, in its consideration of plans submitted to it and in giving any approval hereunder, to make exceptions to or waive or vary any of the restrictions contained herein or in the Architectural Standards if, in the Committee's discretion, it determines that such exceptions, waivers and variances will not substantially detract from the compatibility of the construction as so approved with existing structures in this subdivision; provided, however, that no such exception, waiver or variance shall be made as to restrictions set forth herein which are also required pursuant to any zoning ordinance, building code or other governmental law, ordinance, rule or regulation. The approvals of the Committee required hereunder shall be in addition to, and not in lieu of, any approvals as to such matters or permits for such matters required to be obtained from any other persons or government entities pursuant to the terms of this plat, any zoning ordinance or building code, or otherwise.

4. Paragraph 23 of the River Ridge Plat Restrictions is deleted in its entirety and replaced with the following:

23. Windows and doors for new construction of a primary residence must be consistent with and compatible with other originally installed windows

and doors in the subdivision. Windows and doors on additions shall be consistent in color and appearance with the windows and doors in the original portion of the home and are subject to approval by the Committee. Any storm doors or storm windows installed on or used in connection with any building on any lot and not initially installed by the Declarant or a builder concurrently with the original construction, must be approved by the Committee and shall be painted, and no unfinished aluminum storm doors or storm windows shall be permitted or allowed. All garage doors within the subdivision shall be of a paneled design. All windows and doors (including garage doors) are subject to approval by the Committee.

5. Paragraph 29 of the River Ridge Plat Restrictions is deleted in its entirety and replaced with the following:

29. No exposed television, radio or other antennas (including, without limitation, satellite receiving dishes) shall be allowed or permitted on the exterior of any building or on any lot except with the written approval of the Architectural Committee. Approval for the same shall be by the same process as stated in Paragraph 17 of these Plat Restrictions.

No basketball goals or other sports equipment shall be permanently attached to any buildings within this subdivision. Basketball goals and any other sports equipment may be allowed, subject to Committee approval and to any additional conditions and restrictions which may be contained in the Architectural Standards.

6. Paragraph 33 of the River Ridge Plat Restrictions is deleted in its entirety and replaced with the following:

33. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to each of the owners of the lots in this subdivision, their heirs and assignees, the Homeowners Association, the Architectural Committee, and the Fishers Advisory Plan Commission, its successors and assigns, all of whom shall be entitled to such relief without being required to show any damage of any kind to any such owner, owners or party by or through any such violation or attempted violation. In any such enforcement action, the violating owner shall be responsible for all reasonable attorneys fees, costs and expenses incurred by the party seeking to enforce these provisions. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expiring on

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December 31, 2013, at which time said covenants, limitations and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by a vote of the majority of the then owners of the lots in this subdivision, it is agreed to change (or terminate) these covenants, limitations and restrictions in whole or in part; provided, however, that no change or termination of said covenants, limitations and restrictions shall affect any easement hereby created or granted unless all persons entitled to the beneficial use and enjoyment of such easement shall consent thereto. Invalidation of any of the covenants, limitations and restrictions contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

7. **Acceptance and Ratification.** The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute a ratification of these amendments, together with the Declaration, the Association's By-Laws, the Articles of Incorporation, any rules or regulations adopted pursuant thereto, the River Ridge Plat Restrictions, and the Architectural Standards, together with all amendments to the foregoing, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot of the Real Estate as if such provisions were recited and stipulated at length in each an every deed, conveyance, mortgage or lease.

8. **Certification.** The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the amendment of the River Ridge Plat Restrictions as contained herein have been fulfilled and satisfied.

EXECUTED on the 20 day of December 1995.

CHICAGO TITLE
River Glen Homeowners Association, Inc. an Indiana nonprofit corporation

By: Harry Sommer
(Signature)

Harry A. Sommer
(Printed)

President
(Title)

MSR # 9566036

ATTEST:

Ralph E. Davin
(Signature)

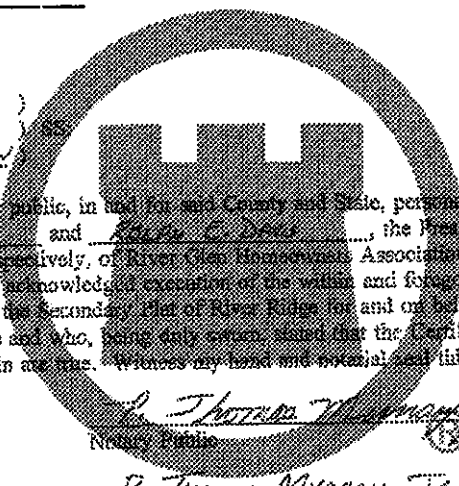
RALPH E. DAVIN
(Printed)

TREASURER
(Title)

STATE OF INDIANA)

COUNTY OF Hamilton

Before me, a notary public, in and for said County and State, personally appeared HARRY A. SUMMERS and ALICE C. DAVIS, the President and TREASURER, respectively, of River Glen Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing Amendments to the Plat Restrictions for the Secondary Plat of River Ridge for and on behalf of the owners of Lots within River Ridge and who, being duly sworn, stated that the Certifications and representations made therein are true. Witness my hand and official seal this 20th day of December, 1995.



P. Thomas Murray, Jr.
Notary Public

P. Thomas Murray, Jr.
Printed

CHICAGO TITLE

My Commission Expires: 12-20-97 Residence County: MARION

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Attorney at Law, P.O. Box 501040, Indianapolis, IN 46250. (317) 842-8550.
arivridge.plt
12-15-95

100-1-1-97

INSTR. # 9566037

AMENDMENTS TO PLAT RESTRICTIONS
FOR THE SECONDARY PLAT
OF RIVER GLEN, SECTION 4

9509566037
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 12-22-1995 At 01:24 PM
DECL 26.00
Vol. 0 Page 0

THESE AMENDMENTS to the Plat Restrictions for the Secondary Plat of River Glen, Section 4 are executed this 20th day of DECEMBER, 1995.

WITNESSETH:

WHEREAS, the residential community in the Town of Fishers, Hamilton County, Indiana commonly known as River Glen consisting of the platted subdivisions known as River Ridge, Harrington Ridge, and River Glen, collectively referred to hereafter as "River Glen", was established upon the recording of the "Declaration of Easements, Covenants and Restrictions for River Glen" with the Hamilton County Recorder's Office on August 24, 1988, as Instrument No. 8918275 (hereafter, "Original Declaration") as well as the recording of plats for the various sections thereof; and

WHEREAS, the Secondary Plat for River Glen, Section 4 was recorded on December 16, 1990, with the Hamilton County Recorder's Office as Instrument No. 9910134, establishing fifty-four (54) Lots consisting of Lots 151 through 204, inclusive (hereafter, "Section 4 Plat"); and

WHEREAS, Secondary Plats for River Glen, Sections 1, 2, and 3, Harrington Ridge, and River Ridge were also recorded, establishing certain Lots and properties governed by the Original Declaration and the River Glen Homeowners Association, Inc.; and

WHEREAS, the Original Declaration was amended by the "Amendments to Declaration of Easements, Covenants and Restrictions for River Glen" being recorded with the Hamilton County Recorder's Office on February 22, 1992, as Instrument No. 9409756; and

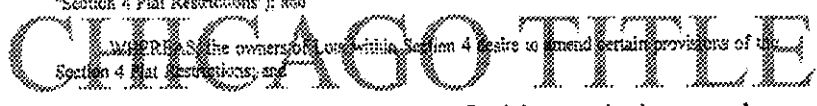
WHEREAS, the Section 4 Plat contains certain Plat Restrictions which constitute restrictions, limitations and covenants which run with the real estate described in the Section 4 Plat (hereafter, "Section 4 Plat Restrictions"); and

WHEREAS, the owners of Lots within Section 4 desire to amend certain provisions of the Section 4 Plat Restrictions; and

WHEREAS, Paragraph 35 of the Section 4 Plat Restrictions states that the same may be amended at any time by the approval of the owners of at least two-thirds (2/3) of the lots in River Glen, Section 4; and

WHEREAS, upon notice being duly given, the Board of Directors of the River Glen Homeowners Association, Inc. called for a Special Meeting of the River Glen Section 4 owners to be held December 4, 1995; and

WHEREAS, at said Special Meeting, the owners of forty-six (46) of the fifty-four (54) total number of Lots within River Glen, Section 4 were present, either in person or by proxy; and



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WHEREAS, at said Special Meeting, the owners of forty-six (46) lots in River Glen, Section 4 voted to approve the amendments to the Section 4 Plat Restrictions as set forth below; and

WHEREAS, said owners voting to approve the amendments set forth below constitute more than two-thirds (2/3) of the Lots in River Glen, Section 4; and

WHEREAS, said owners, under the authority of the Section 4 Plat, wish to make certain changes and amendments to the Section 4 Plat Restrictions as described below.

NOW, THEREFORE, the River Glen Section 4 Plat Restrictions are amended in the manner set forth below.

1. Paragraph 1(B) of the River Glen Section 4 Plat Restrictions is hereby deleted in its entirety and replaced with the following:

- (B) "Drainage Easements" or "D.E.'s" are created to provide paths and courses and a system for natural and man-made storm drainage, either overhead or in appropriate underground installations, to serve the needs of lots and adjoining ground and the public drainage system the owners of all lots are and shall be required to keep any areas of their lots dedicated for the natural flow of surface water free of obstructions to such natural flow including but not limited to structures and plant materials, so that the flow of water will be unimpeded. Alterations to storm drainage systems which incorporate ditches, ditches, swales, slopes, culverts, drains, pipes or other features (whether or not a Drainage Easement or not) in any open lots in front of, adjacent to or in the rear of any building or lot, whether natural or man-made, shall not be made without the prior express written approval of the Board of Directors of the River Glen Homeowners Association, Inc. (hereinafter, "Homeowners Association" or "Association"). Any owner, resident or other party desiring to make alterations to such systems, whether to topography, physical improvements or vegetation contained therein, or to add physical improvements including, but not limited to, paving, walls, pipes, culverts, bridges, berms, embankments, ditches or swales, shall first submit a written application to the Architectural Committee (hereinafter defined), which shall make a recommendation to the Association's Board of Directors for approval or disapproval. Any such approval by the Board of Directors shall not relieve the applicant's responsibility to conform to applicable codes, standards and regulations administered by any governmental authorities having jurisdiction. If an owner of a lot violates the terms of this provision, in addition to any other rights the Association may have, the Association shall have the right to enter upon said lot and the Drainage Easement and remove any obstructions, with the costs and expenses of the same being a Special Assessment against the violating owner.

Drainage Easements may also be used for all purposes for which Utility Easements and Sanitary Sewer Easements may be used hereunder;

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2. Paragraph 8 of the River Glen Section 4 Plat Restrictions is hereby deleted in its entirety and replaced with the following:

3. No trailer, tent, basement, garage or other structure erected on any lot in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character, except those utilized by a builder of a residence, be erected on any lot. No overnight camping shall be permitted within the subdivision.

No outbuildings or accessory buildings of any kind shall be permitted on any lot in this subdivision.

3. Paragraph 16 of the River Glen Section 4 Plat Restrictions is hereby deleted in its entirety and replaced with the following:

16. There shall be, and hereby is, created and established a committee to be known as the "River Glen Architectural Committee" (hereafter, the "Committee") to perform the functions delegated to it by these Plat restrictions. The Board of Directors of the Association shall appoint the members of the Committee, as well as the Committee's Chairperson.

The Committee shall consist of Owners of Lots in River Ridge and/or River Glen, Sections 1, 2, 3 or 4. The Board of Directors of the Association shall determine the exact number of Committee members. The Board of Directors of the Association shall endeavor, if possible, to have each of the five (5) areas represented by at least one (1) member of the Committee who owns a Lot within the applicable area. Thus, if possible, there shall be at least one (1) member of the Committee who owns a Lot in River Ridge, River Glen-Section 1, River Glen-Section 2, River Glen-Section 3 and River Glen-Section 4. However, if there is no such representation, the Committee shall continue to function and its decisions shall be binding. The Committee shall serve River Ridge and all four (4) Sections of River Glen. The Chairperson of the Committee shall be a current member of the Board of Directors of the Association. Members of the Committee may be removed at any time, with or without cause, by a vote of the Board of Directors of the Association. Representation of Committee members from at least three (3) of the five (5) areas shall constitute a quorum for any Committee meetings and the taking of any action (including approvals and disapprovals). However, the Committee Chairperson shall not be considered for purposes of establishing such a quorum. The decision of a majority of Committee members in attendance at a meeting at which a quorum is present shall control without exception and be final, conclusive and binding.

The Committee shall have the power to issue Architectural Standards to guide the Committee and owners in determining whether certain types of improvements shall be permitted. The Architectural Standards may establish certain types of improvements being permitted in some but not all Lots in this subdivision, depending upon factors such as topography, the location and positioning of the particular Lots, and their proximity to other Lots or streets. Prior to being effective, the Architectural Standards shall be approved in writing by the Board of Directors of the Association after the same

INSTR. # 9566037

have been recommended for approval by the Committee. Such Architectural Standards shall not be inconsistent with any provisions set forth in these Plat Restrictions or any other recorded documents pertaining to this property. Upon the adoption, amendment or repeal of any Architectural Standards, a copy of the same shall be mailed or delivered to the owners. Additionally, at least annually, the Association shall mail or deliver a complete set of the Architectural Standards to all owners. Despite the Architectural Standards, the Committee shall have the power to make exceptions to or waive or vary any of the Architectural Standards in the same manner as the Committee's ability to do the same for any of the Plat Restrictions, as described in Paragraph 17 of these Restrictions.

The Architectural Standards shall include a fence policy, which may include pre-approved styles of fences which generally would be allowed, as well as styles of fences which generally will not be approved. Similarly, the fence policy shall limit the height, composition of materials, color, and the time under which fences may not be built. All Architectural Standards, including the fence policy, shall be consistently applied. The Architectural Standards, including the fence policy, and all amendments thereto, shall be recorded with the Hamilton County Recorder's Office.

4. Paragraph 17 of the River Club Section 4 Plat Restrictions is hereby deleted in its entirety and replaced with the following:

17. No construction shall be commenced, nor shall any building, structure or other improvements (including, without limitation, fences, landscaping, walls, gazebos, play equipment or structures, drive-ways and walkways) be created, removed, placed or altered (including changes in exterior materials, color or appearance), on any lot in this subdivision until the lot plan, specifications and site plan, showing the location thereof and of all improvements proposed, including dimensions, use, location and drainage, have been submitted in writing and approved in writing by the Committee as to the compatibility of the exterior design, appearance and location of the same with existing structures in this subdivision and as to the conformity of the same with the intent of the covenants and restrictions set forth in this plat and the Architectural Standards.

The Committee shall meet at least once per month, with meetings no farther apart than six (6) weeks. The dates, time and location of the Committee's meeting shall be announced to the owners at least two (2) months in advance through a newsletter or other correspondence from the Association. Any owner submitting plans for proposed construction under this Paragraph shall submit all such requests and all necessary materials to a member of the Committee at least one (1) week prior to the next regularly scheduled Committee meeting. If no requests have been timely submitted to the Committee, the Committee need not meet. The owner may personally appear at the Committee meeting to answer any questions. If a quorum is present, and if the applicant has submitted all necessary material to the Committee's reasonable satisfaction, the Committee may approve or disapprove the owner's request at that meeting. Within fourteen (14) days of the date of such meeting, the Committee shall confirm its approval or disapproval in writing to the owner. If the Committee

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INSTR. # 9566037

disapproves the owner's request, the Committee shall set forth in writing the reasons for the Committee's disapproval. However, if the Committee fails to approve or disapprove an owner's request within the fourteen (14) day period, such a failure shall be construed as the Committee's approval of the owner's proposed plans.

Neither the Committee nor any of its members shall be entitled to any compensation for the consideration hereunder. Neither the Committee, the Association's Board of Directors or Officers, nor any member thereof, nor any agent thereof shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used as reflected on any plans, specifications or other material submitted to the Committee.

The Committee shall have the right, in its consideration of plans submitted to it and in giving any approval hereunder, to make exceptions to or waive or vary any of the restrictions contained herein or in the Architectural Standards if, in the Committee's discretion, it determines that such exceptions, waivers and variations will not substantially detract from the compatibility of the structures as so approved with existing structures in the subdivisions provided, however, that no such exception, waiver or variance shall be made as to restrictions set forth herein which are also required pursuant to any zoning ordinance, building code or other governmental law, ordinance, rule or regulation. The approval of the Committee required hereunder shall be in addition to, and not in lieu of, any approvals as to such matters or permits for such matters required to be obtained from any other persons or government entities pursuant to the terms of this plan, any zoning ordinance or building code, or otherwise.

5. Paragraph 23 of the River Glen Section 4 Plat Restrictions is deleted in its entirety and replaced with the following:

23. Windows and doors for new construction of a primary residence must be consistent with and compatible with other originally installed windows and doors in the subdivision. Window and door modifications shall be consistent in color and appearance with the windows and doors in the original portion of the home and are subject to approval by the Committee. Any storm doors or storm windows installed on or used in connection with any building on any lot and not initially installed by the Declarant or a builder concurrently with the original construction, must be approved by the Committee and shall be painted, and no unfinished aluminum storm doors or storm windows shall be permitted or allowed. All garage doors within the subdivision shall be of a paneled design. All windows and doors (including garage doors) are subject to approval by the Committee.

INSTR. # 9566037

6. Paragraph 29 of the River Glen Section 4 Plat Restrictions is deleted in its entirety and replaced with the following:

29. No exposed television, radio or other antennas (including, without limitation, satellite receiving dishes) shall be allowed or permitted on the exterior of any building or on any lot except with the written approval of the Architectural Committee. Approvals for the same shall be by the same process as stated in Paragraph 17 of these Plat Restrictions.

No basketball goals or other sports equipment shall be permanently attached to any buildings or on any lot within this subdivision. Movable basketball goals and any other sports equipment may be allowed, subject to Committee approval and to any additional conditions and restrictions which may be contained in the Architectural Standards.

7. Paragraph 36 of the River Glen Section 4 Plat Restrictions is deleted in its entirety and replaced with the following:

36. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms herein. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to each of the owners of the lots in this subdivision, their heirs and assigns, the Homeowners Association, the Architectural Committee, and the Fishers Advisory Plan Commission, its successors and assigns, all of whom shall be entitled to such relief without being required to show any damage of any kind to any such owner, either or party, by or through any such violation or attempted violation. In any such enforcement action, the violating owner shall be responsible for all reasonable attorneys fees, costs and expenses incurred by the party seeking to enforce these provisions. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expiring on December 31, 2015, at which time said covenants, limitations and restrictions shall be automatically extended for successive periods of ten (10) years, each unless by a vote of the majority of the then owners of the lots in this subdivision, it is agreed to change or terminate these covenants, limitations and restrictions in whole or in part; provided, however, that no change or termination of said covenants, limitations and restrictions shall affect any easement hereby created or granted unless all persons entitled to the beneficial use and enjoyment of such easement shall consent thereto. Invalidation of any of the covenants, limitations and restrictions contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

8. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute a ratification of these amendments, together with the Declaration, the Association's By-Laws, the Articles of Incorporation, any rules or regulations adopted pursuant thereto, the Section 4 Plat Restrictions, and the Architectural Standards, together with all amendments to the foregoing, and all such provisions shall be covenants running with the

INSTR. # 9566037

land and shall bind any person having at any time any interest or estate in a Lot or the Real Estate as if such provisions were recited and stipulated at length in each an every deed, conveyance, mortgage or lease.

9. **Certification.** The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the amendments of the River Glen Section 4 Plat Restrictions as contained herein have been fulfilled and satisfied.

EXECUTED on the 20 day of December, 1993

River Glen Homeowners Association, Inc.
an Indiana nonprofit corporation

By Henry Adamson
(Signature)
Henry Adamson
(Printed)
President

ATTEST
Ralph Adams
(Signature)

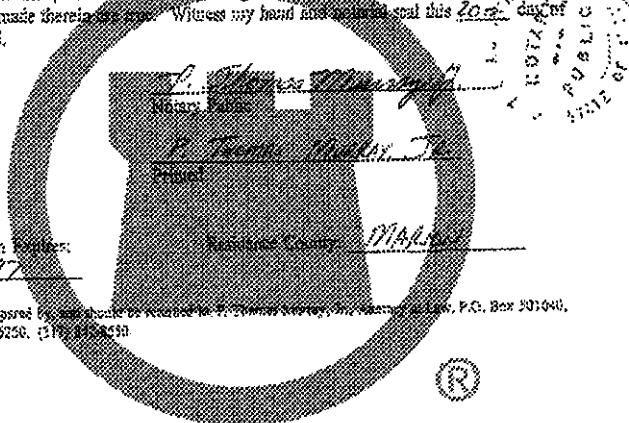
Ralph E. Davis
(Printed)

CHICAGO TITLE

INSTR. # 9566037

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a notary public, in and for said County and State, personally appeared HARRY A. SOMMER and RALPH E. DAVIS, the President and Treasurer, ~~RALPH E. DAVIS~~, respectively, of River Glen Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing Amendments to the First Restrictions for the Secondary Plat of River Glen Section 4 and on behalf of the owners of Lots within River Glen, Section 4 and who, being duly sworn, assented that the Certifications and representations made therein are true. Witness my hand and official seal this 20th day of December, 1995.



My Commission Expires: 12-20-97

This instrument prepared by, and should be returned to, FIDELITY & SECURITY, INC., Notary at Law, P.O. Box 201040, Indianapolis, IN 46220, (317) 415-4210
assetind@fslit
12-15-95

CHICAGO TITLE

INSTR. # 9566038

Instrument
9509566038

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8

AMENDMENTS TO PLAT RESTRICTIONS
FOR THE SECONDARY PLAT
OF RIVER GLEN, SECTION 3

9509566038
Filed for Record in
HAMILTON COUNTY, INDIANA
MAY 12 1995 at 01:24 PM
DEC 26 1995 at 01:24 PM
Vol. 0 Page 0

THESE AMENDMENTS to the Plat Restrictions for the Secondary Plat of River Glen, Section 3 are executed this 20th day of DECEMBER, 1995.

WITNESSETH:

WHEREAS, the remaining portions of the Town of Fishers, Hamilton County, Indiana commonly known as the subdivisions within the plat subdivisions known as River Ridge, Barrington Ridge and River Glen, collectively referred to hereafter as "River Glen", was established upon the recording of the "Declaration of Easements, Covenants and Restrictions for River Glen" with the Hamilton County Recorder's Office on August 24, 1993 as Instrument No. 951-075 (hereafter, "Original Declaration"), and to the knowledge of each of the various owners thereof, and

WHEREAS, the easements for the River Glen Section 3 Plat recorded on March 7, 1991, with the Hamilton County Recorder's Office as Instrument No. 210008, establishing twenty-five (25) Lots consisting of Lots 1-25 through 1-27, inclusive (hereafter, "Section 3 Plat") and

WHEREAS, Schedule "B" of the River Glen Section 3 Plat, Barrington Ridge, and River Ridge were also recorded, establishing easements and procedures governed by the Original Declaration and the River Glen Section 3 Plat, and

WHEREAS, the Original Declaration was amended by the "Amendments to Declaration of Easements, Covenants and Restrictions for River Glen" being recorded with the Hamilton County Recorder's Office on January 23, 1995, as Instrument No. 9535966; and

WHEREAS, the Original Declaration and the "Amendments to Declaration of Easements, Covenants and Restrictions for River Glen" which contain restrictions, limitations and conditions which are described in the Section 3 Plat (hereafter, "Section 3 Plat") and

WHEREAS, the owners of Lots within Section 3 desire to amend certain provisions of the Section 3 Plat (hereafter, "Plat") and

WHEREAS, each one (1) of the Section 3 Plat Restrictions states that the same may be amended from time to time by the agreement of the owners of at least two-thirds (2/3) of the Lots in River Glen, Section 3; and

WHEREAS, upon notice being duly given, the Board of Directors of the River Glen Homeowners Association, Inc. called for a Special Meeting of the River Glen Section 3 owners to be held December 4, 1995; and

WHEREAS, at said Special Meeting, the owners of twenty-one (21) of the twenty-five (25) total number of Lots within River Glen, Section 3 were present, either in person or by proxy; and

9509566038
Filed for Record in
HAMILTON COUNTY, INDIANA
MAY 12 1995 at 01:24 PM
DEC 26 1995 at 01:24 PM
Vol. 0 Page 0

CHICAGO TITLE

INSTR. # 9566038

WHEREAS, at said Special Meeting, the owners of eighteen (18) lots in River Glen, Section 3 voted to approve the amendments to the Section 3 Plat Restrictions as set forth below; and

WHEREAS, said owners voting to approve the amendments set forth below constitute more than two-thirds (2/3) of the Lots in River Glen, Section 3; and

WHEREAS, said owners, under the authority of the Section 3 Plat, wish to make certain changes and amendments to the Section 3 Plat Restrictions as described below.

NOW, THEREFORE, the Board of Directors of the River Glen Owners Association, Inc. hereby amends the restrictions set forth below:

1. Paragraph 11 of the River Glen Section 3 Plat Restrictions is hereby deleted in its entirety and replaced with the following:

(B) "Drainage Easements" or "DEs" are created in favor of the lots and courses and a system for drainage and flow of surface water, whether on land or in upper air and ground, and the public drainage system, the owner of all lots shall be required to keep open and free from obstruction for the natural flow of surface water, free of obstructions or accumulations, including both structures and plant materials, within the limits of the lot. No interference, obstructions to storm drainage systems, which impede or obstruct, directly, slopes, culverts, drainage pipes or other devices or facilities for drainage (whether or not in any open ditch) from any structure, improvement or any building on lot, whether natural or man-made, shall be permitted without the prior written approval of the Board of Directors of the River Glen Home Owners Association, Inc. hereinafter "Homeowners Association" or "Association". Any owner, resident or other person desiring to make alterations to such extent, whether to topography, physical structure, or other improvements, or to add physical improvements including, but not limited to, paving, walks, pipes, culverts, bridges, berms, embankments, ditches or swales, shall first submit a written application to the Architectural Committee (hereinafter defined), which shall make a recommendation to the Association's Board of Directors for approval or disapproval. Any such approval by the Board of Directors shall not release the applicant's responsibility for conditions of such nature, character and condition as may be determined by any governmental authority having jurisdiction. In the event of a violation of the provisions in addition to any other rights the Association may have, the Association shall have the right to enter upon said lot and the Drainage Easement and remove any obstructions, with the costs and expenses of the same being a Special Assessment against the violating owner.

Drainage Easements may also be used for all purposes for which Utility Easements and Sanitary Sewer Easements may be used hereunder;

INSUR.

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2. Paragraph 7 of the River Glen Section 3 Plat Restrictions is hereby deleted in its entirety and replaced with the following:

7. No trailer, tent, basement, garage or other structure erected on any lot in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character, except those utilized by a builder of a residence, be erected on any lot. No overnight camping shall be permitted within the subdivision.

No outbuildings or accessory buildings or structures shall be permitted on any lot in this subdivision.

3. Paragraph 16 of the River Glen Section 3 Plat Restrictions is hereby deleted in its entirety and replaced with the following:

16. There shall be and hereby is created and established a committee to be known as the River Glen Architectural Committee (hereafter, the "Committee") to perform the duties hereinafter set forth. The Board of Directors of the Association shall appoint the members of the Committee, as well as the Committee's Chairperson.

The Committee shall consist of members of Lots in River Ridge and/or River Glen, Sections 1, 2, 3 & 4. The Board of Directors of the Association shall determine the exact number of Committee members. The Board of Directors of the Association shall endeavor, if possible, to have each of the four areas represented by at least one (1) member of the Committee and ensure that each area shall have two (2) members. Thus, if possible, there shall be a minimum of four (4) members of the Committee who own a Lot in River Ridge, River Glen-Section 1, River Glen-Section 2, River Glen-Section 3 and River Glen-Section 4. However, if there is no such representation, the Committee shall continue to function and its decisions shall be binding. The Committee shall serve for a three (3) year term (4) Sections of River Glen. The Chairperson of the Committee shall be a current member of the Board of Directors of the Association. Members of the Committee may be removed at any time, with or without cause, by a vote of the Board of Directors of the Association. Representation of Committee members from at least three (3) of the five (5) areas shall constitute a quorum for any Committee meetings, and the taking of any action (including approvals and disapprovals) hereunder, by the Committee Chairperson shall not be considered for purposes of establishing such a quorum. The decisions of majority of Committee members in attendance at a meeting at which a quorum is present shall control without exception and be final, conclusive and binding.

The Committee shall have the power to issue Architectural Standards to guide the Committee and owners in determining whether certain types of improvements shall be permitted. The Architectural Standards may establish certain types of improvements being permitted in some but not all Lots in this subdivision, depending upon factors such as topography, the location and positioning of the particular Lots, and their proximity to other Lots or streets. Prior to being effective, the Architectural Standards shall be approved in writing by the Board of Directors of the Association after the same

INSTR. # 9566038

have been recommended for approval by the Committee. Such Architectural Standards shall not be inconsistent with any provisions set forth in these Plat Restrictions or any other recorded documents pertaining to this property. Upon the adoption, amendment or repeal of any Architectural Standards, a copy of the same shall be mailed or delivered to the owners. Additionally, at least annually, the Association shall mail or deliver a complete set of the Architectural Standards to all owners. Despite the Architectural Standards, the Committee shall have the power to make exceptions to or waive or vary any of the Architectural Standards in the same manner as the Committee's ability to do the same for any of the Plat Restrictions, as described in Paragraph 17 of these Restrictions.

The Architectural Standards shall include a Jettisonment, which may include pre-approved styles of fences which generally would be approved, similarly, the fence panels shall limit the height, composition of materials used, and the use of decorative elements may be built. All Architectural Standards including the Jettisonment shall be consistently applied. The Architectural Standards, including the Jettisonment, and all amendments thereto, shall be recorded with the Hamilton County Recorder's Office.

4. Paragraph 17 of the above referenced Plat Restrictions is hereby defined in its entirety and replaced with the following:

17. The restrictions shall be deemed to include any building, structure or other improvements (including, without limitation, fences, landscaping, walk, gazebos, play equipment, structures, structures, and other structures) erected, moved, placed or altered (including changes in exterior materials, color or appearance), on any lot in this subdivision until the building plans, specifications and plat showing the location thereof and of all improvements prepared, including drawings, site location and drawings, have been submitted in writing to and approved in writing by the Committee as to the compatibility of the proposed structure and location of the same with existing structures in this subdivision and the conformity of the same with the intent of the covenants and restrictions set forth in this plat and the Architectural Standards.

CHAPTER 11

The Committee shall meet at the time and place determined by the Association and shall meet at least (6) weeks in advance of the date and location of the Committee's meeting shall be announced to the owners at least two (2) weeks in advance through a written notice by the Association. Any owner submitting plans for proposed construction under this Paragraph shall submit all such requests and all necessary materials to a member of the Committee at least one (1) week prior to the next regularly scheduled Committee meeting. If no requests have been timely submitted to the Committee, the Committee need not meet. The owner may personally appear at the Committee meeting to answer any questions. If a quorum is present, and if the applicant has submitted all necessary material to the Committee's reasonable satisfaction, the Committee may approve or disapprove the owner's request at that meeting. Within fourteen (14) days of the date of such meeting, the Committee shall confirm its approval or disapproval in writing to the owner. If the Committee

INSUR. # 9566038

disapproves the owner's request, the Committee shall set forth in writing the reasons for the Committee's disapproval. However, if the Committee fails to approve or disapprove an owner's request within the fourteen (14) day period, such a failure shall be construed as the Committee's approval of the owner's proposed plans.

Neither the Committee nor any of its members shall be entitled to any compensation for the consideration hereunder. Neither the Committee, the Association's Board of Directors or Officers, nor any member thereof, nor any agent thereof shall be responsible in any way for any defects in plans, specifications or other materials submitted to it, nor for any defects in construction according thereto. Further, the Committee does not make any warranty as to the quality of any action of approval or disapproval taken or shall have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the methods of construction involved, or the materials to be used as reflected on any plans, specifications or other material submitted to the Committee.

The Committee shall have the right in the construction of plans submitted to it and in giving any approval hereunder to require amendments or to vary any of the restrictions contained hereon to the extent necessary if, in the Committee's discretion, it determines that such amendments, changes and variations are not substantially in conflict with the intent of the construction as approved with existing structures in this subdivision. It is further provided that no interpretation, waiver or variance shall be made in the construction of any law, ordinance, rule or regulation. The approval of the Committee required hereunder shall be in addition to, and shall not be in lieu of, any other permits or approvals for such matters required to be obtained from any other persons or government entities pursuant to the terms of this zoning ordinance or building code or otherwise.

5. Paragraph 22 of the zoning ordinance is hereby amended to read as follows and replaced with the following:

22. Windows and doors for new construction of a primary residence must be consistent with and compatible with other originally installed windows and doors in the subdivision. Windows and doors on adjoining lots shall be consistent in color and appearance with the windows and doors in the original construction of the home but are subject to approval by the Committee. Storm doors or storm windows installed on or near in connection with any building on any lot and originally installed by the Declarant or a Builder concurrently with the original construction, must be approved by the Committee and shall be painted, and no unfinished aluminum storm doors or storm windows shall be permitted or allowed. All garage doors within the subdivision shall be of a paneled design. All windows and doors (including garage doors) are subject to approval by the Committee.

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INSURANCE # 9566038

6. Paragraph 28 of the River Glen Section 3 Plat Restrictions is deleted in its entirety and replaced with the following:

28. No exposed television, radio or other antennas (including, without limitation, satellite receiving dishes) shall be allowed or permitted on the exterior of any building or on any lot except with the written approval of the Architectural Committee. Approvals for the same shall be by the same process as stated in Paragraph 17 of these Plat Restrictions.

No basketball goals or other sports equipment shall be permanently attached to any buildings or on any lot within this subdivision. However, basketball goals and any other sports equipment may be allowed, subject to Committee approval and to any additional conditions and restrictions which may be contained in the Architectural Standards.

7. Paragraph 31 of the River Glen Section 3 Plat Restrictions is deleted in its entirety and replaced with the following:

31. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under their estate as they remain in effect unless otherwise provided herein. The right to enforce the within provisions, limitations and restrictions are to run with the right to cause the removal by the process of law of any structure erected or maintained in violation thereof to be a public nuisance and a violation of law. The owners of the lots in this subdivision, their heirs and assigns, the Homeowners Association, the Architectural Committee, and the Homeowners Advisory Plan Committee, its successors and assigns, all of whom shall be entitled to such relief without being required to show any damage or be held liable to any such other persons or party by or through any such violation or attempted violation. In any such enforcement action, the violator shall be responsible for all reasonable attorneys fees and costs incurred by the party seeking to enforce these provisions. Such provisions shall remain in full force and effect for a term commencing on the date this instrument is recorded and expiring on December 31, 2015, at which time said covenants, limitations and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by a vote of the majority of the then owners of the lots in this subdivision, it is so clearly changed or terminated. These covenants, limitations and restrictions in whole or in part; provided, however, that no change or termination of any covenants, limitations and restrictions shall affect any easement hereby created or granted unless a provision entitled to the beneficial use and enjoyment of such easement shall consent thereto. Invalidation of any of the covenants, limitations and restrictions contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

8. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute a ratification of these amendments, together with the Declaration, the Association's By-Laws, the Articles of Incorporation, any rules or regulations adopted pursuant thereto, the Section 3 Plat Restrictions, and the Architectural Standards, together with all amendments to the foregoing, and all such provisions shall be covenants running with the

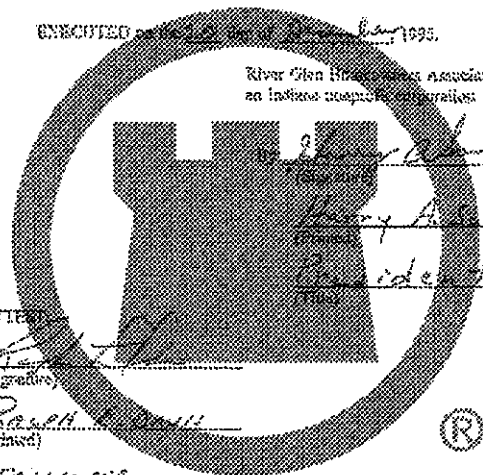
INSTR. # 9566038

and shall bind any person having at any time any interest or estate in a Lot or the Real Estate as if such provisions were recited and stipulated at length in each an every deed, conveyance, mortgage or lease.

9. Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the amendments of the River Glen Section 3 Plat Restrictions as contained herein have been fulfilled and satisfied.

UNEXCISED RIGHTS OF 1995

River Glen Homeowners Association, Inc.
an Indiana corporation



[Signature]

[Signature]

[Signature]

President

ATTEN:
[Signature]

(Signature)
[Signature]

(Printed)
[Signature]

(Title)

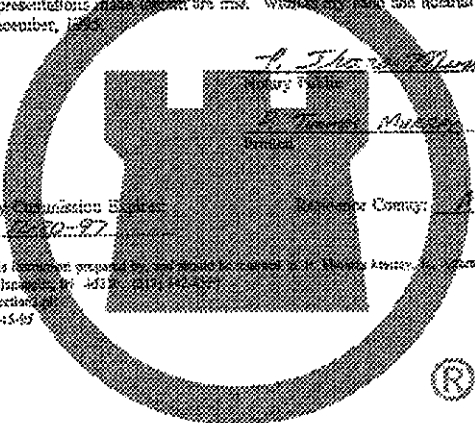


CHICAGO TITLE

9566038

STATE OF INDIANA)
) SS:
COUNTY OF HAMMOND)

Before me, a notary public, in and for said County and State, personally appeared Harry A. Semone and Ralph E. Davis, the President and Treasurer, respectively, of River Glen Homeowners Association, Inc., an Indiana not-for-profit corporation, who acknowledged execution of the within and foregoing Amending to the Plat Restrictions for the Seventeenth Block of River Glen Section 3 and on behalf of the Owners of Lots within River Glen Section 3 and the said party swore, stated that the Certifications and representations made herein are true. Witness my hand and notarial seal this 22nd day of December, 1957.



My Commission Expires: _____ My Commission County: Hammond

This document prepared by and under the supervision of the Indiana Secretary of State, Department of Public Safety, 300 State House, Indianapolis, Indiana 46204.

CHICAGO TITLE

5309556038
FILED FOR RECORD IN
PUBLIC RECORDS
ON 12-23-57 10:55 AM
DEPT. OF PUBLIC SAFETY
INDIANAPOLIS, INDIANA
\$5.00
O'NEILL
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INSTR. # 9505956

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AMENDMENTS TO DECLARATION OF
EASEMENTS, COVENANTS AND RESTRICTIONS FOR RIVER GLEN

These Amendments to the Declaration of Easements, Covenants and Restrictions for River Glen were executed the 9th day of January, 1995.

WHEREAS, the residential community of the Town of Fishers, Hamilton County, Indiana commonly known as River Glen (consisting of the plat subdivisions known as River Glen, Harrington Ridge, and River Glen, collectively referred to hereafter as "River Glen") was established by the execution of the "Declaration of Easements, Covenants and Restrictions for River Glen" by the Fishers Homeowners Association, Inc. ("FHA") on August 24, 1989, and the FHA has heretofore exercised its powers and authority under the provisions of said Declaration and the various amendments thereto;

WHEREAS, said Declaration, as well as the articles of incorporation and the bylaws of the Fishers Homeowners Association, Inc. ("FHA"), referred to the Fishers Homeowners Association, Inc. ("FHA") and

WHEREAS, the Declaration was amended on February 3, 1993; and

WHEREAS, the Owners of the Lots within River Glen desire to amend certain provisions of the Declaration; and

WHEREAS, the provisions of the Declaration specify that any amendments to the Declaration must be approved by a vote of at least seventy-five percent (75%) in the aggregate of the votes of all Owners; and

WHEREAS, upon notice being duly given, the Board of Directors of the Fishers Homeowners Association, Inc. held a Special Meeting on January 15, 1995;

WHEREAS, at said Special Meeting, the Owners of two hundred twenty-eight (228) of the two hundred ninety-seven (297) lots, a number of Lots within River Glen were present, either in person or by proxy; and

WHEREAS, at said Special Meeting, the Owners of two hundred twenty-four (224) Lots voted to approve the amendments to the Declaration as set forth below; and

WHEREAS, said Owners voting to approve the amendments set forth below constitute more than seventy-five percent (75%) in the aggregate of the votes of all Owners; and

CHICAGO TITLE

INSIK. # 9505936

WHEREAS, said Owners, under the authority of the Declaration, wish to make certain changes and amendments to the Declaration as described below.

NOW, THEREFORE, the Declaration is amended in the manner set forth below.

1. Since the Applicable Date has already occurred such that there is only one class of membership, Article IV, Section 2 (including any amendments, (b) and (c) thereof) of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 4. Voting Rights. The Corporation has one (1) class of membership, of which all Owners are a part. Each member shall be entitled to one (1) vote for each lot of which such member is the owner. In respect to each matter submitted to a vote of the members upon which the members are entitled to vote, the vote of one (1) person shall be counted as one (1) vote for or against. All such persons shall be members of the Corporation, but all of such persons shall have only one (1) vote for each lot, which vote shall be counted as they appear thereon. The Board shall determine, but in no event shall more than one (1) vote be cast with respect to any such lot.

2. Since the Applicable Date has already occurred such that the Corporation is no longer in control of the Declaration, Article V, Section 2 of the Declaration is hereby deleted in its entirety and shall be left intentionally blank.

Article V, Section 3 of the Declaration is hereby deleted in its entirety and shall be replaced with the following:

Section 5. Term of Office and Vacancies. The term of office and vacancies of the members of the Board of Directors shall be in the manner as provided in the Corporation's Articles of Incorporation and Code of By-Laws, as amended.

4. Article IV, Section 2 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 5. Removal of Directors. The removal of a Director or Directors shall be in the manner as provided in the Corporation's Articles of Incorporation and Code of By-Laws, as amended.

CHICAGO TITLE

INSTR. # 9505956

5. Article V, Sections 9 and 10 of the Declaration are hereby deleted in their entirety and shall be replaced with the following:

Section 9. Standards of Conduct, Liability and Indemnification of Officers and Directors. The standards of conduct, liability and indemnification of Officers and Directors of the Corporation shall be in the manner as provided in the Corporation's Articles of Incorporation and Code of By-Laws, as amended.

Section 10 of the Declaration shall be left intentionally blank.

6. Article V, Section 12 of the Declaration is hereby deleted in its entirety.

7. Definitions. The definitions of terms defined in the Declaration shall remain in effect, subject to those amendments to the Declaration unless otherwise expressly defined herein.

Successors and Assigns. The acceptance of a deed of conveyance or the execution of any instrument shall constitute a ratification of the provisions of the Declaration, the By-Laws of the Corporation, and any rules and regulations of the Corporation together with all amendments to the Declaration and such provisions shall be deemed to have been accepted by the party at the time of execution of the instrument. The provisions of the Declaration shall apply at length in each and every deed of conveyance, mortgage, lease, and other instrument.

8. Entire Agreement. The undersigned persons hereby represent and warrant that all requirements and conditions precedent to the execution of this instrument contained herein have been satisfied.

EXECUTED on the 23rd day of January, 1991.

River Glen Homeowners Association, Inc., an Indiana nonprofit corporation

CHICAGO TITLE

David L. Hewers

DAVID L. HEWERS
(Printed)
DAVID L. HEWERS

PRESIDENT
(Title)

INSTR. # 9505956

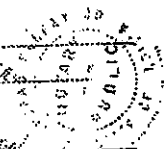
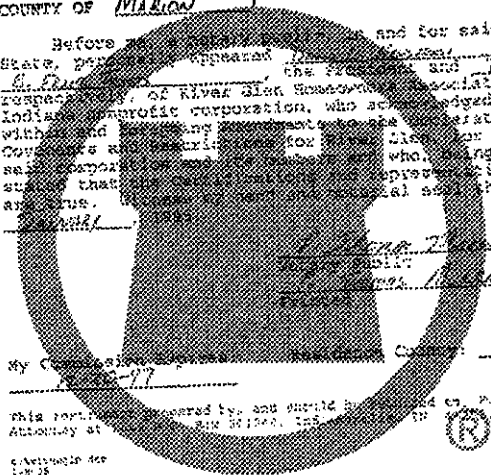
ATTEST:

B. Frank Thomas
Signature
B. FRANK THOMAS
Printed
Treasurer
Title

STATE OF INDIANA
COUNTY OF Marion

SS:

Before me, the undersigned authority, on this 10th day of April, 1956, and for said County and State, personally appeared B. Frank Thomas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. He is the Treasurer of Indian River State Bank Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the foregoing instrument on behalf of said corporation, and on behalf of said corporation, and in witness whereof, I have hereunto set my hand and seal, and the seal of said County, at Marion, Indiana, this 10th day of April, 1956.



My Commission Expires 1-1-57
This certificate is governed by, and should be read in conjunction with, the provisions of the Indiana Code, Title 36, Article 1, Section 1-1-1, and the provisions of the Indiana Code, Title 36, Article 1, Section 1-1-2.

CHICAGO TITLE

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APR 10 1956
MARION INDIANA

Instrument
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NOTICE OF AMENDED FENCE POLICY FOR
RIVER GLEN SECTIONS 1, 2, 3 AND 4,
RIVER RIDGE AND BARRINGTON RIDGE
AMENDMENT

9809800728
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L. CLARK
On 01-06-1998 At 12:49 pm.
32.00

The Board of Directors of the River Glen Homeowners Association, Inc. ("Association") hereby gives notice that it has adopted an Amended Fence Policy pertaining to the homes in River Glen, Sections 1, 2, 3, and 4, River Ridge, and Barrington Ridge.

WITNESSETH:

WHEREAS, the residential community in the Town of Fishers, Hamilton County, Indiana commonly known as River Glen (consisting of the platted subdivisions known as River Ridge, Barrington Ridge, and River Glen Sections 1, 2, 3 and 4), collectively referred to hereafter as "River Glen", was established upon the recording of the "Declaration of Easements, Covenants and Restrictions for River Glen" with the Hamilton County Recorder's Office on August 24, 1989 as Instrument Number 8918275 (hereafter, "Declaration"), as well as the recording of plats for the various sections thereof; and

WHEREAS, the original Declaration was amended by the "Amendments to Declaration of Easements, Covenants and Restrictions for River Glen" being recorded with the Hamilton County Recorder's Office on February 23, 1995, as Instrument Number 950956034; and

WHEREAS, the Secondary Plat for River Glen, Section 1 was recorded on September 26, 1989 with the Hamilton County Recorder's Office as Instrument Number 8913358 (hereafter, "Section 1 Plat"); and

WHEREAS, the Section 1 Plat contains certain Plat Restrictions which constitute restrictions, limitations and covenants which run with the real estate described in the Section 1 Plat (hereafter, "Section 1 Plat Restrictions"); and

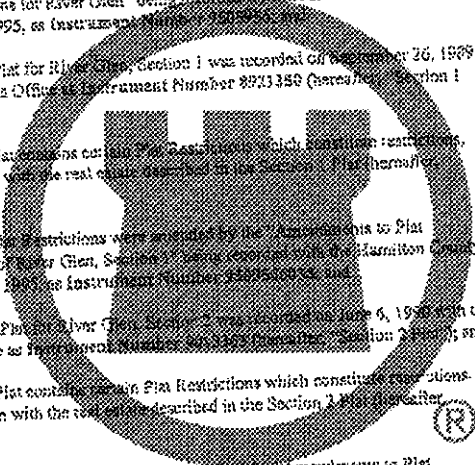
WHEREAS, the Section 1 Plat Restrictions were amended by the "Amendments to Plat Restrictions for the Secondary Plat of River Glen, Section 1" being recorded with the Hamilton County Recorder's Office on December 22, 1995, as Instrument Number 950956034; and

WHEREAS, the Secondary Plat for River Glen, Section 2 was recorded on June 6, 1989 with the Hamilton County Recorder's Office as Instrument Number 8913359 (hereafter, "Section 2 Plat"); and

WHEREAS, the Section 2 Plat contains certain Plat Restrictions which constitute restrictions, limitations and covenants which run with the real estate described in the Section 2 Plat (hereafter, "Section 2 Plat Restrictions"); and

WHEREAS, the Section 2 Plat Restrictions were amended by the "Amendments to Plat Restrictions for the Secondary Plat of River Glen, Section 2" being recorded with the Hamilton County Recorder's Office on December 22, 1995, as Instrument Number 950956034; and

WHEREAS, the Secondary Plat for River Glen, Section 3 was recorded on March 7, 1989 with the Hamilton County Recorder's Office as Instrument Number 8913360 (hereafter, "Section 3 Plat"); and



CHICAGO TITLE



WHEREAS, the Section 3 Plat contains certain Plat Restrictions which constitute restrictions, limitations and covenants which run with the real estate described in the Section 3 Plat (hereafter, "Section 3 Plat Restrictions"); and

WHEREAS, the Section 3 Plat Restrictions were amended by the "Amendments to Plat Restrictions for the Secondary Plat of River Glen, Section 3" being recorded with the Hamilton County Recorder's Office on December 22, 1995, as Instrument Number 9509566038; and

WHEREAS, the secondary plat for River Glen, Section 4 was recorded on December 10, 1990 with the Hamilton County Recorder's Office as Instrument Number 9030352 (hereafter, "Section 4 Plat"); and

WHEREAS, the Section 4 Plat contains certain Plat Restrictions which constitute restrictions, limitations and covenants which run with the real estate described in the Section 4 Plat (hereafter, "Section 4 Plat Restrictions"); and

WHEREAS, the Section 4 Plat Restrictions were amended by the "Amendments to Plat Restrictions for the Secondary Plat of River Glen, Section 4" being recorded with the Hamilton County Recorder's Office on December 22, 1995, as Instrument Number 9509566037; and

WHEREAS, the Secondary Plat for River Ridge was recorded on January 6, 1989 with the Hamilton County Recorder's Office as Instrument Number 890179 (hereafter, "River Ridge Plat"); and

WHEREAS, the River Ridge Plat contains certain Plat Restrictions which constitute restrictions, limitations and covenants which run with the real estate described in the River Ridge Plat (hereafter, "River Ridge Plat Restrictions"); and

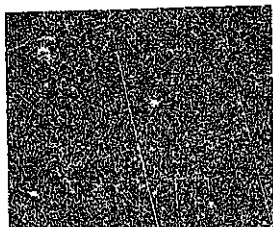
WHEREAS, the River Ridge Plat Restrictions were amended by the "Amendments to Plat Restrictions for the Secondary Plat of River Ridge" being recorded with the Hamilton County Recorder's Office on December 22, 1995, as Instrument Number 9509566039; and

WHEREAS, the Secondary Plat for Barrington Ridge was recorded on September 29, 1989 with the Hamilton County Recorder's Office as Instrument Number 8921596 (hereafter, "Barrington Ridge Plat"); and

WHEREAS, the Barrington Ridge Plat contains certain Plat Restrictions, which constitute restrictions, limitations and covenants which run with the real estate described in the Barrington Ridge Plat (hereafter, "Barrington Ridge Plat Restrictions"); and

WHEREAS, the Plat Restrictions as amended for River Glen Sections 3 and 4, and River Ridge each state that the River Glen Architectural Committee shall adopt a fence policy as part of the Architectural Standards, which said fence policy is to be recorded with the Hamilton County Recorder; and

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River Glen
Homeowners Association Inc.

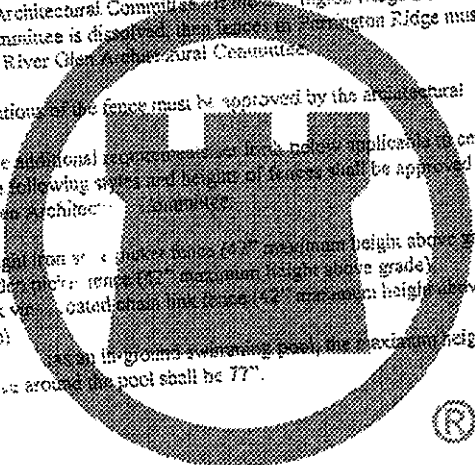
P.O. Box 61 • Fishers, IN 46038

AMENDED FENCE POLICY FOR
RIVER GLEN SECTIONS 1, 2, 3, & 4, RIVER RIDGE
ANDBARRINGTON RIDGE ADOPTED BY THE BOARD OF
DIRECTORS OF THE RIVER GLEN HOMEOWNERS ASSOCIATION,
INC. AND THE RIVER GLEN ARCHITECTURAL COMMITTEE

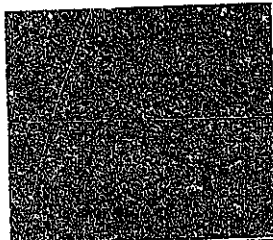
All fences must be approved by the River Glen Architectural Committee effective the 25 day of July, 1997. Contact the River Glen Architectural Committee for information on specific fence styles. The architectural committee has the authority to grant exceptions on a case by case basis.

Barrington Ridge fences shall be approved by the Barrington Ridge Board of Directors or its Architectural Committee. If the Barrington Ridge Board or its Architectural committee is dissolved, then fences in Barrington Ridge must be approved by the River Glen Architectural Committee.

1. The specifications for the fence must be approved by the architectural committee.
2. Subject to the additional restrictions set forth below, only the following types and heights of fences shall be approved by the River Glen Architectural Committee:
 - a. Wrought iron or cast iron fence (42" maximum height above grade)
 - b. Wood picket fence (42" maximum height above grade)
 - c. Black wrought iron or cast iron fence (42" maximum height above grade)
 - d. If a fence is installed in a swimming pool, the maximum height for a fence around the pool shall be 77".



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3. For lots abutting River Glen Boulevard, all fences must be wrought iron style picket fences as described in the River Glen, River Ridge and Barrington Ridge Covenants and Plat Restrictions, including amendments. Specifically these lots are: Lots 1,3,4,5,7, and 8 of River Ridge; Lots 128, 144, 145 & 152 of River Glen-Section Three; Lots 80 through 88 of River Glen-Section Two; Lots 1, 2, 3 & 13 of Barrington Ridge; and Lots 4, 5, & 72 through 88 of River Glen-Sections One & Two.
4. For lots which abut the golf course and the tennis courts, all fences must be wrought iron style picket fences as described in the River Glen, River Ridge and Barrington Ridge Covenants and Plat Restrictions, including Amendments. Specifically, those Lots are : Lots 25, 35, 36, 37, 48, 49, 50, 51 & 52 of River Ridge; Lots 7 & 8 of Barrington Ridge; Lots 1, 6 through 23, and 52 through 60 of River Glen-Section One; and Lots 153 through 172 and 179 through 196 of River Glen-Section Four.
5. For Lots in River Ridge which abut 116th Street, all fences must be wrought iron style picket fences as described in the Covenants. Lots are Lots 8, 9, 11 through 17, and 20 through 21 of River Ridge.
6. No fence shall be erected nearer the front lot line of a lot than the front line of the principal residence erected on such lot or the front line of any adjacent residence.
7. No fence which is constructed with posts or pilasters between two feet (2') and six feet (6') above the ground shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points twenty-five feet (25') from the intersection of said street lines or, in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight line limitation shall apply for within ten feet (10') of the intersection of the street right-of-way line with the edge of the driveway pavement or alley line.
8. Privacy fences enclosing and constructed contiguously with patios or decks which vary from the requirements of this Fence Policy may be approved, on a case-by-case basis, by the River Glen Architectural Committee.

~~CHICAGO TITLE~~

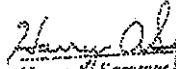
Amended Fence Policy
River Glen Homeowners Association
Page Three

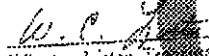
9. Any fence erected or maintained on any Utility Easement, Drainage Easement, Sanitary Sewer Easement, Landscape Easement, Road or Trail Easement, or Water Company Easement as reflected and shown on any Plat on file with the Hamilton County Recorder's Office shall be at the risk of the party erecting the same and shall be subject to the rights and easements set forth in such Plat.
10. In the event of a serious or unusual architectural issue, the Architectural Committee shall seek the advice and counsel of the Board of Directors.
11. If there is a difference of opinion between the Architectural Committee and the Board of Directors, the decision of the Board of Directors shall control.

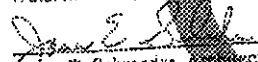
The Board of Directors of the River Glen Homeowners Association approved a three member committee, consisting of Harry Sommer, President, Winston Lister, Treasurer and James E. Schroeder, Architectural Committee and former Board Member, to draft the Amended Fence Policy.

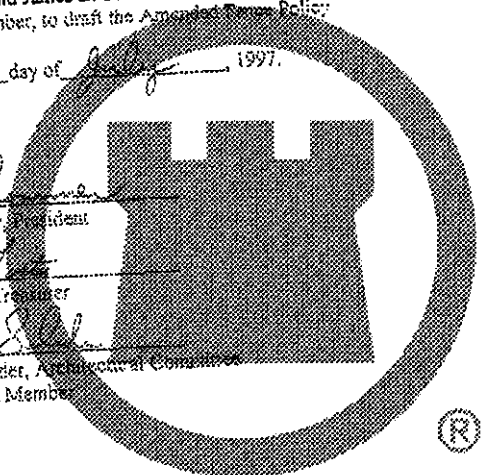
Dated the 25 day of July 1997.

By:


Harry M. Sommer, President


Winston Lister, Treasurer


James E. Schroeder, Architectural Committee
& Former Board Member



CHICAGO TITLE

