

BOOK 158 PAGE 77

9700001896  
 Filed for Record in  
 HENDRICKS COUNTY IN  
 JOY BRADLEY  
 On 02-03-1997 At 01:33 pm.  
 COV. 32.00  
 Vol. 158 Pg. 770 - 781

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR  
 THE RESERVE AT BRIDGEWATER SECTION 1  
 A SINGLE FAMILY RESIDENTIAL DEVELOPMENT  
 IN WASHINGTON TOWNSHIP, HENDRICKS COUNTY, INDIANA**

The undersigned **BRIDGEWATER LIMITED LLC**, an Indiana Limited Liability Company (hereinafter referred to as "Developer"), as owner and developer of real property described in Exhibit A attached hereto and known as The Reserve at Bridgewater Section 1 (including lots 1 through 2 and referred to herein as the "Subdivision"), imposes the following plat restrictions and covenants on the Subdivision for the benefit of all present and future owners of any lot in the Subdivision.

**DECLARATIONS**

All lots within the Subdivision shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all lot owners and occupants within the Subdivision and which shall run with the property and shall be binding on owners and all persons claiming under them until December 31, 2007, at which time said covenants, conditions, restrictions and assessments shall be automatically extended for successive periods of (10) years, unless by a majority vote of the then owners of the lots in the Subdivision it is agreed to change said covenants, conditions, restrictions and assessments in whole or in part:

**Article 1. Use Restrictions**

1.01 Each lot within the Subdivision (hereinafter "Building Lot") shall be used for single-family residential purposes only. However, the Developer, its agents or assigns, may use the Building Lots for construction and sales purposes during any building and sales period.

1.02 No residence, building, shed, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, pavement, driveway, awning, wall or structure of any kind shall be erected, placed or altered on any Building Lot without first obtaining the written consent of the Architectural Control Committee subsequently described herein. All requests for written approvals from the Architectural Control Committee shall be in writing, shall be dated, shall specifically request approval of the contemplated improvement(s) and shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design,

spacing, quality, use, construction materials, color scheme, grading plan and finish grade elevation of said improvements.

1.03 Each two (2) story single-family dwelling constructed on any Building Lot shall have a minimum of 1,700 square feet of living area and each single story single-family dwelling shall have a minimum living area of 1,500 square feet, exclusive of basements, open porches, garages and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles.

1.04 All structures or improvements commenced by an owner of any Building Lot within the Subdivision must be completed within nine (9) months from the date of commencement.

1.05 A walk light on pole with photo electric cell (or other darkness sensing technology) that automatically illuminates at darkness is to be installed in the front yard of each Building Lot at the time of construction of a dwelling thereon. The Building Lot owner shall maintain the light in operating condition at all times.

1.06 No detached storage buildings shall be permitted on any building lot.

1.07 No towers of any description or satellite dish antennas greater than twenty-four (24) inches in diameter will be permitted on any Building Lot without the written approval of the Architectural Control Committee. Said Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate. Any satellite dish antenna less than twenty-four (24) inches in diameter shall require Architectural Control Committee approval as to location, color and other aesthetic considerations.

1.08 No residence shall have a sump pump which discharges directly into the street through a curb.

1.09 No building shall be located nearer to any street than the building setback line shown on the recorded plat of the Subdivision. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.

1.10 No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Subdivision. Plantings within said utility or drainage easement areas are at the Building Lot owner's sole risk of loss if such plantings are determined solely by the applicable utility authority or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Building Lot owner shall maintain such portion of any utility or drainage easement area as is located upon such owner's Building Lot.

1.11 No business activities of any kind shall be conducted on any Building Lot or open space in the Subdivision without the approval of the Homeowners' Association; provided, however, that the foregoing shall not apply to the business activities of Developer or the construction, sale or maintenance of Building Lots and residences by authorized builders or by Developer, its agents or assigns, during the construction and sales period.

1.12 No clotheslines shall be located on any Building Lot except one removable, folding, umbrella-like clothesline. Folding umbrella-like clotheslines shall be permitted in the rear patio area only. No laundry articles shall be left outdoors overnight or any time on Saturdays or Sundays.

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1.13 No buses, campers, motor homes, trailers, boats, or other similar recreational vehicles shall be stored on any Building Lot unless housed within a garage building. All automobiles, trucks, motorcycles, vans, jet skis, snowmobiles or other such vehicles shall be housed within a garage building. No inoperable vehicles shall be stored on any Building Lot.

1.14 No exterior portion of any Building Lot shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or refuse materials shall be kept in a clean and sanitary condition and screened from public view. Building materials to be used in the construction of approved structures may be stored on a Building Lot provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Building Lot.

1.15 No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Building Lot without the prior approval of the Architectural Control Committee.

1.16 No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Building Lot within the Subdivision. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. The Homeowners' Association may regulate and control the maintenance of lawn areas by publishing rules and regulations as it deems necessary from time to time.

1.17 No geothermal or solar heating system shall be installed on any Building Lot or on any dwelling thereon without the prior approval of all applicable agencies and the Architectural Control Committee.

1.18 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Building Lot, except that dogs, cats or other usual household pets may be kept on a Building Lot so long as such pets are not kept, bred or maintained for any commercial purpose. No animals shall be permitted to run loose or become a nuisance to any owner of any Building Lot in the Subdivision. The Homeowners' Association may regulate and control the maintenance of such household pets by publishing such rules and regulations as it deems necessary from time to time.

1.19 No sign or billboard shall be erected or displayed on any Building Lot except (a) a sign of no more than five (5) square feet advertising the property for sale; (b) signs used by the Developer, its successors and/or assigns, to advertise lots or residences for sale during the construction and sales period; and (c) signs approved by the Architectural Control Committee.

1.20 All tanks for the storage of propane gas, fuel or oil shall be located beneath ground level, except that propane tanks for service to the entire Subdivision or, on a temporary basis, in construction of an approved structure may be located above ground.

1.21 No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Building Lot without the written approval of the Architectural Control Committee.

1.22 No chain link fence will be permitted on any Building Lot in the Subdivision.

1.23 No above ground swimming pools in place for more than forty-eight (48) consecutive hours will be permitted on any Building Lot in the Subdivision.

1.24 Nothing shall be done, placed or stored on any Building Lot which may endanger the health or unreasonably disturb the occupants of the dwellings on neighboring Building Lots.

1.25 The owner of each Building Lot within the Subdivision, upon acquisition of title to such lot, shall automatically become a member of the Homeowners' Association created in accordance with Article 3.01 hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Building Lot and such membership shall terminate upon the sale or other disposition by such member of such lot ownership.

1.26 Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

It shall be lawful for the Developer, Hendricks County, the Homeowners' Association or any person or persons owning any real property within the Subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to violate the restrictions or to recover damages for such violation together with the costs incurred in enforcement of the restrictions.

#### Article 2. Additional Drainage Easement Restrictions

Drainage easements shown on the recorded plat of the Subdivision may include storm water detention or retention areas designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Building Lot owners in the Subdivision and are to run with the land and shall be binding on all parties, on all owners, and all persons claiming under them forever, as follows:

2.01 No owner of any Building Lot in the Subdivision shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Building Lot owners.

2.02 No boating, fishing, swimming, ice skating or other recreational activity shall be conducted in, on or above said drainage easement areas.

2.03 The Homeowners' Association shall have the right to establish rules regarding the use of any drainage easement areas, provided such rules are not in conflict with any other provisions contained herein, and are reasonably established to protect the safety and welfare of the residents of the Subdivision and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

2.04 The Developer, Hendricks County, the Homeowners' Association or any person or persons owning any Building Lot within the Subdivision may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and detention or retention system, and to recover compensation for any damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions.

### Article 3. Homeowners' Association

3.01 After the recording of this Declaration, Developer shall form and incorporate Homeowners' Association (the "Association") to promote the common interest of all Building Lot owners, to handle maintenance of certain areas within the Subdivision as set forth below and promote compliance with the covenants, conditions and use restrictions set forth in this Declaration. The Association shall be comprised of the owners of all the Building Lots in the Subdivision. Developer reserves the right to expand the membership and duties of the Association to include sections of The Reserve at Bridgewater to be developed in the future. Attached hereto as Exhibit A is a description of real property which may be developed by Developer (the "Expansion Property") the lot owners of which may, at the option of Developer, be required to become members of the Association. If the Developer elects to develop all or a portion of the Expansion Property and to include the owners of lots in such portion of the Expansion Property as members in the Association and to expand the Association's responsibilities to include similar duties for such portion of the Expansion Property, Developer may do so by filing an amendment to this Declaration to include such portion of the Expansion Property within ten (10) years from the date hereof, explicitly setting forth that the lot owners within such portion of the Expansion Property shall become members of the Association and detailing the additional rights and obligations of the Association.

3.02 The management and control of the affairs of the Association shall be vested in its board of directors. The board of directors shall be composed of three (3) members. The three (3) initial members of the board of directors shall be selected by Developer. The three (3) initial members of the board of directors shall serve until (a) that date which is ninety (90) days after 100% of the Building Lots within the Subdivision and 100% of all lots within the Expansion Property which have been developed and made a part of The Reserve at Bridgewater as set forth above in Article 3.01 have been sold, or (b) Developer elects to turn over control of the Association to the Building Lot owners, whichever shall first occur. Upon the incapacity, resignation or death of any initial director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the board of directors within three (3) months after the incapacity, resignation or death of the departed director. Subsequent board members shall be elected by a majority of the Building Lot owners as more fully set forth in the Articles of Incorporation and By-Laws for the Association.

3.03 The Association, or its agents or assigns, shall have the right to enter onto any common area, easement, space, public right-of-way or landscape easement area as shown on the recorded plat of the Subdivision, if any, or other easement area as it from time to time deems necessary for the purpose of maintaining the same. Such maintenance may include, but shall not be limited to:

- (a) regular mowing, trimming and fertilizing of grassy areas;
- (b) periodic mulching of flower beds within the Subdivision;
- (c) regular weeding of flower beds;
- (d) flower planting within the Subdivision;
- (e) maintenance of street lighting, if any, and associated electric service billings;
- (f) repair of any permanent signs;
- (g) repair of any stone wall, wing wall or fencing;

- (h) maintenance and repair of any common area amenities, e.g. buildings, structures, swimming pools, etc., if applicable.
- (i) treatment of water in any detention or retention areas to limit algae and grass growth; and
- (j) trimming, pruning, removal and replacement of trees and bushes, as necessary.

3.04 The plan for the overall development of The Reserve at Bridgewater anticipates the development of common areas that include (i) three lakes and (ii) a pool/recreational facility, all of which are located within the Expansion Property. These lakes and pool/recreational facility, if any, are to be constructed for the benefit of the residents of Bridgewater, a community planned to adjoin the Subdivision, as well as the residents of The Reserve at Bridgewater. Hereinafter these lakes and pool/recreational facility, if any, shall be known as "Joint Common Areas". Maintenance of these Joint Common Areas will be undertaken by the Association. In order to provide for the proper maintenance of these Joint Common Areas, the Association is hereby empowered to assess the Bridgewater homeowners association at such time as it exists sixty percent (60%) of the total cost of such maintenance. However, such assessment may not exceed an amount equivalent to One Hundred Fifty Dollars (\$150) per year per building lot in the Bridgewater subdivision on which a dwelling unit exists, which amount may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December 1997. The Association shall provide copies of any maintenance agreements, proposals and/or invoices for services rendered in connection with maintenance of the Joint Common Areas upon written request of the Bridgewater homeowners association, or its agents or assigns.

3.05 For the purpose of providing funds to carry out the responsibilities of the Association hereunder, the Association shall be empowered to levy, assess and collect from the owner of each and every Building Lot in the Subdivision, excepting those Building Lots owned by the Developer, an amount up to Three Hundred Dollars (\$300.00) per year, irrespective of whether the Subdivision has been completed. Provided, however, that such limit of Three Hundred Dollars (\$300.00) per Building Lot per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December, 1997. Any fees assessed by the Association in excess of Three Hundred Dollars (\$300.00) per Building Lot per year, or its adjusted equivalent, must be approved by a majority of the Building Lot owners in the Subdivision.

3.06 Any amount assessed or levied hereunder by the Association against a Building Lot owner shall become a lien on each Building Lot until paid and shall bear interest at the rate of ten percent (10%) per annum until paid, beginning thirty (30) days after the date of assessment. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Association may file with the Hendricks County Recorder a Notice of Lien. The Notice of Lien shall contain a description of the Building Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessment or assessments. The lien provided for herein shall remain valid for a period of five (5) years from the date a Notice of Lien is duly filed, unless sooner released or satisfied in the same manner provided for by law in the State of Indiana for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of the Court in an action brought to discharge the lien. The lien shall secure not only the amount of the unpaid assessments, but also the costs incurred in collection, including, but not limited to interest, attorney's fees and court costs. The lien of the assessment provided for herein shall be subject and subordinate to the lien of any duly executed mortgage on any Building Lot recorded prior to the recording of the Notice of Lien. The holder of any such mortgage which comes into possession of a Building Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure shall take the property free of claims for unpaid installments of assessments or charges against the

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Building Lot which become due and payable prior to the time such holder or purchaser takes title to the Building Lot.

3.07 Any and all of the rights, powers, duties and obligations assumed by, reserved to, created in or given to the Association may be exercised by Developer until such time as the Association is formed and control thereof transferred to the Building Lot owners. At such time as control of the Association is transferred to the Building Lot owners, Developer may reserve the exclusive right to approve the plot plan, construction plans, color scheme and landscape plan associated with any structure on any Building Lot on which a dwelling unit has not yet been completed and occupied, so long as Developer clearly identifies the Building Lots for which it is retaining such right at the time of the turnover. Developer shall maintain said right of approval for each Building Lot until such time as a dwelling unit has been completed on that Building Lot and occupied by the homeowner.

#### Article 4. Architectural Control Committee

An Architectural Control Committee (the "Committee") is hereby established as a standing committee of the Association to carry out the functions set forth for it in this Declaration. The Architectural Control Committee's procedures and duties shall be as follows:

4.01 The Committee shall be composed of three (3) members. The Developer shall appoint each of the three (3) initial members of the Committee.

4.02 The three (3) initial members of the Committee shall serve until such time as the Developer turns over control of the Homeowners' Association to the Building Lot owners, as set forth in Article 3.02 hereof. Any subsequent members shall be appointed by the Association and shall serve for terms of three (3) years, except that the first appointed members of the Committee shall serve on staggered terms of one (1), two (2) and three (3) years as directed by the board of directors of the Association. All members of said Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Committee, a successor, who shall serve the remaining term of the departed Committee member, shall be appointed by the board of directors of the Association within three (3) months after the incapacity, death or resignation of the departed member.

4.03 The Use Restrictions require the submission of detailed plans and specifications to the Committee prior to the erection of, placement on, or alteration of any structure or improvement on any Building Lot. The intent is to achieve an architecturally harmonious, artistic and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Committee is directed to consider the appropriateness of the improvements contemplated in relation to the improvements on contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Building Lot on which it is proposed to be made, and such other matters as may be deemed by the Committee members to be in the interest and benefit of the owners of the Building Lots in the Subdivision as a whole.

4.04 To assist it in making its determinations, the Committee may require that any plans and specifications submitted to the Committee be prepared by a registered architect or civil engineer. The Committee shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, material lists, landscape plans and color scheme designations.

4.05 The Committee's decisions shall be in writing and shall be binding upon all parties having an interest. The Committee shall approve, disapprove or request additional information with respect to any submitted request for approval within thirty (30) days after said request shall have been properly submitted to the Committee for approval. A properly submitted request shall be in writing and shall

comply with the provisions of Article 1.02 hereto. The failure of the Committee to approve, disapprove or request additional information within said time period shall be deemed an approval of any properly submitted request.

4.06 The approval of any plans and specifications by the Committee shall not constitute representation or warranty by it as to the quality of the workmanship, materials or architectural or engineering design covered thereunder, or the proposed work's feasibility or compliance with any applicable laws.

4.07 If, in the opinion of the Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimension or topography of a particular Building Lot in the Subdivision, the Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the standards of the Subdivision.

#### Article 5. Other Conditions

5.01 All transfers and conveyances of each and every Building Lot in the Subdivision shall be made subject to these covenants and restrictions.

5.02 Any failure to enforce these restrictions shall not be deemed a waiver thereof or acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

5.03 If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

5.04 All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Building Lot owner or owners found to be in violation.

5.05 So long as Developer maintains control of the Association as set forth in Article 3 hereof, Developer reserves the right to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) or to the extent necessary to enable the Developer to meet any other reasonable need or requirement in order to complete the Subdivision, all without the approval of the Building Lot owners, and each Building Lot owner, by the acceptance of a deed to a Building Lot within the Subdivision, consents to this reserved right.

5.06 Only the Building Lots contained in the Subdivision shall be subject to and bound by the restrictions, covenants and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the owner or its successors or assigns.



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IN WITNESS WHEREOF, said Bridgewater Limited LLC has caused this instrument to be executed by its duly authorized representative this 30<sup>th</sup> day of January, 1997.

Signed and acknowledged in the presence of:

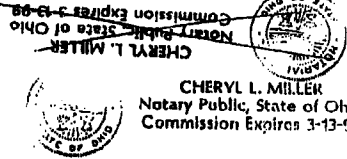
**BRIDGEWATER LIMITED LLC,**  
an Indiana limited liability company  
**BY: REPUBLIC DEVELOPMENT CORPORATION,** an Ohio corporation,  
managing member  
By: Richard L. Arnos  
Richard L. Arnos  
Vice President

Cheryl L. Miller  
Garry H. Hensler

STATE OF OHIO        )  
                          ) SS:  
COUNTY OF LUCAS    )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 1997, by Richard L. Arnos, Vice President of REPUBLIC DEVELOPMENT CORPORATION, an Ohio corporation, managing member of BRIDGEWATER LIMITED LLC, Indiana limited liability company, on behalf of the limited liability company.

Cheryl L. Miller  
Notary Public

  
CHERYL L. MILLER  
Notary Public, State of Ohio  
Commission Expires 3-13-99

SENT BY: SEC &amp; BMG

: 1-30-97 : 5:20PM :

(317)898-8010-

419 841 3010: # :



3020 North Post Road  
 Indianapolis, Indiana  
 46226-0068  
 317-898-8282  
 317-899-8010 Fax

Engineering  
 Surveying  
 GIS • LIS  
 Geology

## Exhibit A

**Land Description  
 The Reserve at  
 Bridgewater Section 1**

Part of the East Half of the Southwest Quarter of Section 15, Township 15 North, Range 1 East in Hendricks County, Indiana, being more particularly described as follows:

Commencing at a stone (per plat and survey) at the Southwest Corner of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 56 seconds East (Assumed Bearing) along the South Line thereof a distance of 1360.49 feet to a iron pipe found at the Southwest Corner of the East Half of the said Southwest Quarter Section; thence North 00 degrees 37 minutes 27 seconds East along the West Line of the East Half of the said Southwest Quarter Section a distance of 1051.17 feet to the BEGINNING POINT; thence continue North 00 degrees 37 minutes 27 seconds East along the said West Line a distance of 652.19 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 230.56 feet; thence South 84 degrees 06 minutes 45 seconds East a distance of 53.30 feet; thence South 65 degrees 56 minutes 47 seconds East a distance of 163.53 feet; thence South 76 degrees 53 minutes 15 seconds East a distance of 79.03 feet; thence South 56 degrees 47 minutes 56 seconds East a distance of 85.91 feet; thence South 39 degrees 35 minutes 51 seconds East a distance of 227.12 feet; thence South 15 degrees 00 minutes 00 seconds West a distance of 77.65 feet; thence South 85 degrees 00 minutes 00 seconds West a distance of 120.00 feet; thence South 20 degrees 00 minutes 00 seconds West a distance of 70.00 feet; thence South 03 degrees 00 minutes 00 seconds West a distance of 260.00 feet; thence South 37 degrees 30 minutes 00 seconds East a distance of 77.91 feet; thence South 30 degrees 00 minutes 00 seconds West a distance of 188.72 feet; thence South 49 degrees 00 minutes 00 seconds West a distance of 190.05 feet; thence South 71 degrees 00 minutes 00 seconds West a distance of 130.00 feet; thence North 85 degrees 30 minutes 00 seconds West a distance of 187.14 feet; thence North 03 degrees 34 minutes 51 seconds West a distance of 361.19 feet; thence North 21 degrees 09 minutes 36 seconds West a distance of 94.28 feet to the BEGINNING POINT, containing 13.630 acres, more or less.

## NOTE

*This land description was prepared based exclusively upon record deed information and/or prior surveys of the subject premises or its parent. For purposes of the preparation of this description, no survey of the described real estate was performed and no monuments were set.*

3/4/1996 Rev. 9/30/96

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A Partnered Entity with Bohlen, Meyer, Gibson & Associates, Incorporated  
 Offices in Indianapolis, Avon and Lafayette, Indiana

Requested By: MIKE R. 01/27/2006

SENT BY: SEC &amp; BMG

: 1-30-97 : 5:20PM :

(317) 899-8010-

419 841 3010: #

Schneider  
Engineering  
CorporationExhibit B  
Expansion Property3020 North Park Road  
Indianapolis, Indiana  
46226-0068  
317-898-8282  
317-899-8010 FaxEngineering  
Surveying  
GIS • URS  
Geology

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**Land Description**  
**(Bridgewater - The Reserve at**  
**Bridgewater (Excluding The Reserve at Bridgewater Section 1))**

Part of the Southeast Quarter and part of the East Half of the Southwest Quarter of Section 15, Township 15 North, Range 1 East in Hendricks County, Indiana, being more particularly described as follows:

Commencing at a stone (per plat and survey) at the Southwest Corner of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 56 seconds East (Assumed Bearing) along the South Line thereof a distance of 1360.49 feet to a iron pipe found at the Southwest Corner of the East Half of the said Southwest Quarter Section; thence North 00 degrees 37 minutes 27 seconds East along the West Line of the East Half of the said Southwest Quarter Section a distance of 1703.36 feet to the BEGINNING POINT; thence South 90 degrees 00 minutes 00 seconds East a distance of 230.56 feet; thence South 84 degrees 06 minutes 45 seconds East a distance of 53.30 feet; thence South 65 degrees 56 minutes 47 seconds East a distance of 163.53 feet; thence South 76 degrees 53 minutes 15 seconds East a distance of 79.03 feet; thence South 56 degrees 47 minutes 56 seconds East a distance of 85.91 feet; thence South 39 degrees 35 minutes 51 seconds East a distance of 227.12 feet; thence South 15 degrees 00 minutes 00 seconds West; a distance of 77.65 feet; thence South 85 degrees 00 minutes 00 seconds West a distance of 120.00 feet; thence South 20 degrees 00 minutes 00 seconds West a distance of 70.00 feet; thence South 03 degrees 00 minutes 00 seconds West a distance of 260.00 feet; thence South 37 degrees 30 minutes 00 seconds East a distance of 77.91 feet; thence South 30 degrees 00 minutes 00 seconds West a distance of 188.72 feet; thence South 49 degrees 00 minutes 00 seconds West a distance of 190.05 feet; thence South 71 degrees 00 minutes 00 seconds West a distance of 130.00 feet; thence North 85 degrees 30 minutes 00 seconds West a distance of 187.14 feet; thence South 03 degrees 34 minutes 51 seconds East a distance of 26.31 feet; thence South 34 degrees 01 minutes 48 seconds East a distance of 233.36 feet; thence South 17 degrees 45 minutes 30 seconds East a distance of 154.47 feet; thence South 30 degrees 06 minutes 03 seconds East a distance of 180.88 feet; thence South 09 degrees 58 minutes 51 seconds East a distance of 81.08 feet to the South Line of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 56 seconds East along the South Line of the said Southwest Quarter Section a distance of 1008.33 feet to a 5/8 inch rebar marking the Southwest Corner of the said Southeast Quarter Section; thence South 89 degrees 57 minutes 56 seconds East along the South Line of the said Southeast Quarter Section a distance of 1360.54 feet to the Southeast Corner of the Southwest Quarter of the said Southeast Quarter Section; thence North 00 degrees 48 minutes 41 seconds East along the East Line of the Southwest Quarter of the said Southeast Quarter Section a distance of 1337.48 feet to the Northeast Corner of the Southwest Quarter of the said Southeast Quarter Section; thence North 89 degrees 59 minutes 57 seconds West along the North Line of the Southwest Quarter of the said Southeast Quarter Section a distance 1364.84 feet to a 5/8 inch rebar with cap marking the Northwest Corner of the Southwest Quarter of the said Southeast Quarter Section; thence North 00 degrees 37 minutes 39 seconds East along the East Line of the East Half of said Southwest Quarter Section a distance of 1336.62 feet to a railroad spike marking the

A Partnered Entity with Bohlen, Meyer, Gibson & Associates, Incorporated  
Offices in Indianapolis, Avon and Lafayette, Indiana

Requested By: MIKE R 01/27/2006

SENT BY: SEC &amp; BMG

: 1-30-97 : 5:21PM :

(317)899-8010-

419 841 3010:W

Northeast Corner of the East Half of the said Southwest Quarter Section; thence North 89 degrees 56 minutes 05 seconds West along the said North Line a distance of 1360.66 feet to an iron pipe marking the Northwest Corner of the East Half of the said Southwest Quarter Section; thence South 00 degrees 37 minutes 27 seconds West along the West Line of the East Half of the said Southwest Quarter Section a distance of 969.84 feet to the BEGINNING POINT, containing 108.218 acres, more or less.

**NOTE**

*This land description was prepared based exclusively upon record deed information and/or prior surveys of the subject premises or its parent. For purposes of the preparation of this description, no survey of the described real estate was performed and no monuments were set.*

1/30/97

K:\edg\1039Rsbr.WPD

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**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE RESERVE AT BRIDGEWATER, SECTION 1**

**TO PROVIDE FOR THE ADDITION OF  
THE RESERVE AT BRIDGEWATER, SECTION 2**

The undersigned, Bridgewater Limited LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the Washington Township, Hendricks County, Indiana, known as The Reserve at Bridgewater, Section 1 as delineated on a plat thereof recorded as Instrument No's. 9700003041, 9700003042 and 9700003043 in Hendricks County, Indiana ("Development"). *PC 266 pg 1 + 2 + 267 pg 1*

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for The Reserve at Bridgewater, Section 1, dated February 3, 1997 (the "Declaration"), which Declaration was recorded as Instrument No. 9700001896, Hendricks County, Indiana; *True Bk 158 pg 770*

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in Exhibit "B" of the Declaration;

WHEREAS, Developer is developing The Reserve at Bridgewater, Section 2, a subdivision in Washington Township, Hendricks County, Indiana consisting of lots 26 through 45 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration.

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration.

NOW THEREFORE, the Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3.01 of the Declaration.

IN WITNESS WHEREOF, Bridgewater Limited LLC has caused this instrument to be executed by its duly authorized representative this 17<sup>th</sup> day of February, 1998.

Signed and acknowledged in the presence of:

BRIDGEWATER LIMITED LLC, an Indiana limited liability company

BY: REPUBLIC DEVELOPMENT CORPORATION, managing member

*Cheryl L. Miller*  
*Richard L. Arnos*

By: *Richard L. Arnos*  
Richard L. Arnos  
Vice President

STATE OF OHIO     )  
                          ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 1998, by RICHARD L. ARNOS, Vice President of REPUBLIC DEVELOPMENT CORPORATION, an Ohio corporation, managing member of BRIDGEWATER LIMITED LLC, an Indiana limited liability company, on behalf of the company.

*Cheryl L. Miller*  
Notary Public, State of Ohio  
Commission Expires 3-13-99



9800006988  
Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 03-25-1998 At 08:16 AM  
AMEND COVEN 17.00  
Vol. 49 Pg. 1326 - 1327

## Exhibit A

Land Description  
RESERVE AT BRIDGEWATER SECTION 2

Part of the East Half of the Southwest Quarter of Section 15, Township 15 North, Range 1 East in Hendricks County, Indiana, being more particularly described as follows:

Commencing at a stone (per plat and survey) at the Southwest Corner of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 56 seconds East (Assumed Bearing) along the South Line thereof a distance of 1360.49 feet to a iron pipe found at the Southwest Corner of the East Half of the said Southwest Quarter Section; thence North 00 degrees 37 minutes 27 seconds East along the West Line of the East Half of the said Southwest Quarter Section a distance of 1703.36 feet to the BEGINNING POINT (said point being the Northwest Corner of The Reserve at Bridgewater Section 1, a subdivision in Hendricks County, Indiana, the plat of which is recorded as instrument number 9700003041 plat cabinet 4 slide 66 page 1 and 2 in the office of the recorder of Hendricks County, Indiana); thence continue North 00 degrees 37 minutes 27 seconds East along the said West Line a distance of 969.84 feet to an iron pipe marking the Northwest Corner of the East Half of the said Southwest Quarter Section; thence South 89 degrees 56 minutes 05 seconds East along the North line of the said Southwest Quarter Section a distance of 110.01 feet to the Northwest Corner of Bridgewater Section 1, a subdivision in Hendricks County, Indiana, the plat of which is recorded as instrument number 9700020154 plat cabinet 4 slide 131 & 132 page 1 and 2 in the office of the recorder of Hendricks County, Indiana (the next thirteen (13) described courses being along the West and South Lines of said Bridgewater Section 1); thence South 00 degrees 37 minutes 27 seconds West, parallel with the West Line of the East Half of the said Southwest Quarter Section, a distance of 214.10 feet; thence South 29 degrees 11 minutes 01 seconds East a distance of 183.65 feet; thence South 82 degrees 11 minutes 48 seconds East a distance of 150.29 feet; thence South 18 degrees 36 minutes 41 seconds East a distance of 131.31 feet; thence South 32 degrees 31 minutes 31 seconds East a distance of 175.24 feet; thence South 61 degrees 04 minutes 37 seconds East a distance of 75.65 feet; thence South 57 degrees 00 minutes 00 seconds East a distance of 362.48 feet; thence North 31 degrees 40 minutes 55 seconds East a distance of 117.79 feet to a curve having a radius of 975.00 feet, the radius point of which bears South 41 degrees 21 minutes 13 seconds West; thence Southeasterly along the arc of said curve a distance of 99.55 feet to a point which bears North 47 degrees 12 minutes 12 seconds East from said radius point; thence North 47 degrees 12 minutes 13 seconds East a distance of 50.00 feet; thence South 42 degrees 47 minutes 47 seconds East a distance of 43.21 feet; thence North 38 degrees 45 minutes 14 seconds East a distance of 37.80 feet; thence North 23 degrees 00 minutes 55 seconds East a distance of 185.13 feet; thence South 05 degrees 05 minutes 24 seconds East a distance of 296.85 feet; thence South 65 degrees 27 minutes 18 seconds West a distance of 31.06 feet to a curve having a radius of 325.00 feet, the radius point of which bears South 57 degrees 03 minutes 23 seconds West; thence Southeasterly along the arc of said curve a distance of 109.15 feet to a point which bears North 76 degrees 17 minutes 58 seconds East from said radius point; thence South 72 degrees 53 minutes 55 seconds West a distance of 323.09 feet; thence South 42 degrees 44 minutes 16 seconds West a distance of 198.42 feet; thence North 39 degrees 35 minutes 51 seconds West along the East Line extended southeasterly and along the East Line of said The Reserve at Bridgewater Section 1 a distance of 273.16 feet (the next five (5) described courses being along the said East Line); thence North 56 degrees 47 minutes 56 seconds West a distance of 85.91 feet; thence North 76 degrees 53 minutes 15 seconds West a distance of 79.03 feet; thence North 65 degrees 56 minutes 47 seconds West a distance of 163.53 feet; thence North 84 degrees 06 minutes 45 seconds West a distance of 53.30 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 230.56 feet to the BEGINNING POINT, containing 13.256 acres, more or less.

1998-6987

