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HAMILTON COUNTY, INDIANA
MARY L CLARK
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NONE

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
OF WILLIAMS RIDGE**

THIS DECLARATION (hereafter "Declaration"), made this 26th day of SEPTEMBER, 2000, by WILLIAMS RIDGE, LLC (hereafter "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate, located in Hamilton County, Indiana, which is more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "A" (hereafter "Property"), upon which a residential subdivision known as *Williams Ridge* (hereafter "Development") will be developed:

WHEREAS, Declarant desires to subdivide and develop the Property:

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (hereafter defined) in the Property, as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, are subject to the following restrictions, all of which are declared to be in furtherance of a plan of the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Lots situated therein. This Declaration shall run with the Property and shall be binding upon the Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to these restrictions. The restrictions shall inure to the benefit of the Declarant and its successors in title to the Property or any part or parts thereof.

ARTICLE I

DEFINITIONS

The following are the definitions of the terms as they are used in this Declaration:

Section 1.1 "Association" shall mean the *Williams Ridge Homeowners Association, Inc.*, a not-for-profit corporation, the membership and power of which are more fully described in Article X of this Declaration.

Section 1.2 "Board" or "Board of Directors" shall mean the Board of Directors of the *Williams Ridge Homeowners Association, Inc.*

Section 1.3 "Builder" means a person or entity engaged in and responsible for the original construction of a residence on a Lot.

Section 1.4 "Common Area" shall mean those areas (i) designated on current and future Plats as a "Block", "Common Area", "C.A.", (ii) any other areas designated by the Declarant for the common use and enjoyment of the residents of the Development.

Section 1.5 "Committee" shall mean the *Development Standards and Architectural Control Committee*, as more fully described in Article VII of this Declaration.

Section 1.6 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the Property. The Development Period shall recommence each time the Declarant acquires any part (or all) of the Additional Property.

Section 1.7 "Lot" shall mean any parcel of residential Property designated on a Plat that is recorded in the office of the Recorder of Hamilton County, Indiana.

Section 1.8 "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant and a Builder.

Section 1.9 "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 1.10 "Plat" shall mean the subdivision plats of the Property which are recorded with the Recorder of Hamilton County, Indiana.

Section 1.11 "Residence" shall mean any structure intended exclusively for occupancy by single family together with all appurtenances thereto, including private garage and recreational facilities usual and incidental to the use of a single family residential lot.

ARTICLE II

CHARACTER OF THE DEVELOPMENT

Section 2.1 In General. No structure shall be erected, placed or permitted to remain upon any Lot except a Residence. No double occupancy dwelling shall be permitted on any part of the Property. All Property located within a plat which has not been designated by numbering shall be used in a manner determined by the Declarant.

Section 2.2 Other Restrictions. All Property shall be subject to the easements, restrictions, and limitations of record appearing on a Plat and amendments thereto, on recorded easements, and rights-of-way, and also to all governmental zoning authority and regulation affecting the Property, all of which are incorporated herein by reference.

ARTICLE III

EASEMENTS

Section 3.1 Designate Easements. The following are easements designated or to be designated, in the Declarant's sole discretion, upon a plat:

(A) Designated Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, sewer easements, sanitary sewer easements and storm sewer easements, or any combination thereof, which are hereby reserved to the appropriate governmental entities, public utilities, and private utilities for the installation and maintenance of swales, ditches, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities. Purchasers of Lots in this subdivision shall take title subject to such easements hereby created and subject at all times to the rights of proper authorities to service and maintain such drainage facilities and easements, and no permanent structure of any kind and no part thereof except fences which do not retard or impede the flow of drainage water and which are approved pursuant to Section 5.5 below, shall be built, erected or maintained on said drainage easements, except by the Declarant or its assigns. It shall be the responsibility of the Association and the Owners of the areas enclosed within such easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

(B) Designated Mounding, Landscaping, and Screening and Sign Easements. Any strips of grounds shown or designated on the Plat for landscaping including, but not limited to, landscape easements, landscape maintenance easements, and/or landscape maintenance access easements are hereby reserved unto. Declarant, during the Development Period, and,

thereafter, unto the Association, for the purposes of (i) providing signs which either advertise the Property and the availability of Lots or identify the Property or, (ii) installing landscaping, mounding, and screening. Declarant reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period, and thereafter by the Association. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, or other improvements shall be erected between (i) any landscape easement or landscape maintenance easement, and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant during the Development Period and thereafter by the Association.

(C) Designation of Tree Preservation Area. There are strips of ground that are designated or identified on the Plats as Tree Preservation Areas. All trees in such areas shall be preserved, and no trees in such areas shall be removed except (i) as permitted in writing by Committee or, (ii) as required by the practice of good husbandry or for public health and safety.

(D) Easement Work. Notwithstanding any architectural approval under Article VII below, during the course of any maintenance, service, repair or work upon any easement, the Declarant, the Association, any private utility, any public utility, and/or any governmental entity shall have the right and the authority, without any obligation or liability whatsoever planted, to any owner, to remove, damage, or destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 3.1 (A) above.

Section 3.2 General Drainage Utility Sewer and other Development Easements. The following rights reserved in this Section shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Residence or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property.

(A) Declarant hereby reserves unto itself during the Development Period, and thereafter unto any public or private utility, a general easement ("Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Residence. Any Drainage, Utility, Sewer and other Development Easement shall include all areas of the Property outside any Residence, with the exception of any areas covered by chimneys, or patios. Improvements

or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. By virtue hereof, Declarant reserves the right to install a lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant to the Association, of any Common Area. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.

(B) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined sign and facilities easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any such signs shall comply with any applicable zoning requirements and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.

(C) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority to:

(i) Relocate, alter or otherwise change the location of any Drainage, Flowage, Utility, Sewer and Lake, Sign and Facilities Easement, or any facility at any time located therein or thereon;

(ii) Grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and,

(iii) Describe more specifically or to change the description of any Drainage, Flowage, Utility, Sewer, Lake, Sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Hamilton County, Indiana.

(D) The title of the Association (as to the Common Area owned by the Association during the Development Period) and of any Owner of any Lot shall be subject to the rights and easements reserved herein.

ARTICLE IV

**ADDITIONAL PROVISIONS RESPECTING
OF SANITARY SEWER UTILITY**

Section 4.1 Sanitary sewer utility easements allow for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities and give utility companies the right of ingress/egress.

Section 4.2 No mounding, lighting, fencing, signs, retaining walls, landscaping walls, entrance walls, irrigation lines, or other improvements shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure. Any of these which are placed within easements or right-of-ways is at risk of being removed by the applicable utilities without the obligation of replacement.

Section 4.3 All Owners not serviced by gravity sanitary sewer service are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and gravity laterals from the residence to its connection to the sanitary sewer main.

Section 4.4 The discharge of clear water sources, including, but not limited to, foundation drains, sump pumps, and roof drains to the sanitary sewers is prohibited.

Section 4.5 Grade changes across sanitary sewer facilities must be approved in writing by the applicable utilities.

ARTICLE V

**RESTRICTIONS CONCERNING SIZE, PLACEMENT,
MATERIALS AND MAINTENANCE OF
DWELLING HOUSES AND OTHER STRUCTURES**

Section 5.1 Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot shall fail to maintain his or her Lot and any improvements situated thereon in accordance with the provisions of this Declaration, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost incurred by the Association shall be assessed to the Owner. The Owner shall reimburse the Association within thirty (30) days of the date on which the Owner is invoiced by the Association. The Association shall have the right to collect any outstanding maintenance assessments in the manner described in Article X. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance work performed hereunder.

Section 5.2 Awnings. Except on Lots on which there is maintained a sales office or model home by the Declarant or a Builder, or as approved by the Committee, no metal, wood, fabric, fiberglass or similar type material awnings or patio covers will be permitted anywhere on the Property.

Section 5.3 Diligence in Construction. Subject to inclement weather, every Residence shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage or, if approval of the applicable casualty insurance is pending, then within three (3) months after such approval is forthcoming.

Section 5.4 Fences. The Committee, prior to any installation, must approve any fencing, walls, mounds, and landscape screening. It is the goal to (i) keep all fencing or screening harmonious with the architectural character of the community, and (ii) to restrict and limit fencing in the Development to those circumstances or situations in which the Committee, in the Committee's sole, absolute, and subjective discretion, determines that a fence is aesthetically acceptable. No fence or screen will be approved which obstructs necessary sight lines for vehicular traffic. Undue obstruction of views from adjoining properties and amenity areas will be taken into consideration by the Committee when reviewing fences for approval. No front yard fencing is permitted, except on a Lot on which there is maintained a sales office or model home by Declarant or Builder. If approved by the Committee, fences may be privately installed but must be constructed to professional levels of quality, design, material, composition, and color as determined by the Committee. Non-professionally installed fences may be inspected by the Committee after completion in order to ensure that the fence is of a professional quality, and final approval of such fence shall be deemed withheld until completion of this final review. All fences shall be kept in good repair by the Owner. No fence shall be located any closer to the front lot line than the rear foundation line of the residence.

(A) Height Restriction.

The Committee shall determine the height of fences and walls; provided, however, that the following maximum heights of walls and fences shall never exceed the following:

- (i) No fence shall exceed six (6) feet in height.
- (ii) Lot fencing and walls shall not exceed six (6) feet above grade; and
- (iii) Patio screens/privacy fences adjoining the rear of the Residence shall not exceed six (6) feet in height; and

The Declarant, during the Development Period and thereafter, the Committee may amend or change, any of the above restrictions in Section 5.6 (A).

(B) Materials and Finish.

- (i) In general, unless the Committee determines otherwise in its sole, absolute, and subjective discretion, all fences are to be wrought iron or wrought iron in appearance.
- (ii) Walls above grade must be constructed of natural stone, masonry, or wood.
- (iii) The Committee will approve landscape screening materials, design, and location on an individual basis.

(C) Approval.

The exact location, material, color and height of the fence and rendering or photograph thereof shall be submitted to the Committee for written approval at least thirty (30) days prior to proposed construction. If however, approval has not been received by applicant in writing within thirty (30) days after submitted, then said request shall be considered DENIED.

Section 5.5 HVAC Units. No heat pumps, air conditioning units or gas meters will be installed in the front of the Residence.

Section 5.6 Mailboxes. All mailboxes and posts must be approved by the Committee and, within each Section of the Development, shall be standard as to size, location, post, design, height, material, composition and colors. The builder upon the initial Lot closing to the homeowner shall install the initial mailbox for each lot, which meets the above criteria. The Owner agrees to maintain and paint said mailbox and post in conformance with all other mailboxes.

Section 5.7 Maintenance of Lots and Improvements. Each Owner shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly and, specifically, such Owner shall:

- (A) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
- (B) Remove all debris or rubbish from the Lot;
- (C) Prevent the existence of any other condition that tends to detract from or diminish the aesthetic appearance of the Property;
- (D) Within sixty (60) days following completion of a Residence, the Owner shall landscape the lot, weather permitting.

Section 5.8 Miscellaneous. No clotheslines may be erected on any Lot.

Section 5.9 Outbuildings and Animal Quarters. Any and all forms of outbuildings, including but not limited to, sheds, storage sheds, animal quarters, and play houses, which are not directly connected to the main house on any Lot are prohibited, unless the same are necessary or incident to the Declarant's, Builder's or Association's business or activities upon the Property. Animal quarters or kennels which are connected to the Residence must be approved by the Committee.

Section 5.10 Play Equipment. Children's play equipment such as sandboxes, temporary swimming pools having a depth of eighteen (18) inches or less, swing and slide sets, and trampolines shall not require approval by the Committee, provided that (i) such equipment is not more than eight (8) feet high (to the highest point of the structure) and properly painted and maintained by the Owner in good repair and (ii) such equipment is located in the rear yard of the Lot between the parallel lines defined by extending the side lines of the residence into the rear yard of the Lot. Equipment higher than eight (8) feet shall require approval of the design, location, color, material and use by the Committee, and aluminum or metal play equipment is prohibited.

Section 5.11 Plumbing. All plumbing vent stacks are to be located on the rear of the Residence.

Section 5.12 Sidewalks. Each Residence shall have a continuous 4-foot wide by a minimum of four (4) inches thick concrete sidewalk adjacent to all interior dedicated street frontage. Sidewalks shall be installed by the Builder and included in the purchase price of the Residence. If an approved asphalt bike/walking path is approved on the Property in place of the sidewalk, no additional concrete sidewalk will be required.

Section 5.13 Subsurface Drains and Sump Pump Discharges. Subsurface drains have been provided in certain areas within drainage easements as additional storm and ground water drainage sources and are part of the public storm drainage system. Subsurface drain laterals have been provided on specific Lots. With the exception of Lots designated on a Plat as Lots 8 and 9, which shall not connect to subsurface drain laterals, the Builder on all Lots shall connect all sump pump discharge lines to subsurface drain laterals. All maintenance and repair of all sump pump discharge lines and subsurface drain laterals shall be the responsibility of each Lot Owner in accordance with the following:

- (A) The limits of Owner responsibility include all sump pump lines and subsurface drain laterals between the connection at the sump pump within the home and the connection with the publicly maintained storm sewer or subsurface drain within the drainage easement.
- (B) In cases where subsurface drain laterals are connected along a common property line before connecting to the storm sewer, maintenance and repair of the common lateral will be shared equally by the adjacent Owners unless an individual Owner caused the lateral to be damaged, changed or altered.
- (C) Any Owner or builder damaging, changing, or altering these subsurface drains and/or common subsurface drain laterals will be held responsible for such action and will be given ten (10) days notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, Declarant or the Association will cause said repairs to be accomplished and the invoice for such repairs will be sent to the responsible Owner(s) and/or Builder(s) for immediate payment. If immediate payment is not received, the Declarant and/or the Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article XI of this Declaration.

Section 5.14 Swimming Pools and Hot Tubs. Only permanent, in-ground pools with professional construction, approved by the Committee, shall be permitted upon a Lot. All submittals to the Committee shall include landscape plans. All backyard pools should be oriented to minimize the potential effect on neighboring properties. All fencing shall conform to county or municipal regulations and shall be of harmonious design and subject to Committee approvals. Hot Tubs must also be approved by the Committee.

Section 5.15 Tennis Courts, Racquetball Courts, Paddleball Courts, etc. Tennis courts, racquetball courts, paddle ball courts, basketball courts, squash courts, and other recreational facilities or sporting facilities will not be permitted without approval from the Committee. All submittals to the Committee shall include landscape plans. No basketball goal shall be placed or maintained within the right-of-way of a street. Independent basketball courts may not be constructed on a Lot without written Committee approval. No basketball goal or backboard shall be permitted to hang from or be affixed to the Residence or garage. Lighted courts of any kind are prohibited. Temporary or portable basketball courts will not be permitted to be located on streets or in cul-de-sacs.

Section 5.16 Vents. All metal and PVC roof or range vents will be painted to blend with roof color.

Section 5.17 Windows-Doors. If storm doors are installed, they must be painted to match exterior of the Residence. No unfinished aluminum doors or windows will be allowed.

Section 5.18 Driveways. Each driveway on a Lot shall be of concrete or asphalt material.

ARTICLE VI

GENERAL PROHIBITIONS

Section 6.1 Animals. No animals shall be kept or maintained on any Lot except the usual household pets and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance. Excessive barking of a dog(s) or vicious animal(s) shall constitute a nuisance and may be ordered removed from the Property by the Association.

Section 6.2 Electric Bug Killers. Electric bug killer, "zappers" and other similar devices shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other Owners, and shall only be operated only when outside activities require the use thereof and not continuously.

Section 6.3 Exterior Antenna/Dishes. No television, radio or other antennas, nor any obtrusive object may be erected by any lot Owner on the exterior of a Residence or on a Lot. Satellite dishes of 1 meter (3.281 feet) in diameter or smaller may be permitted following review of the installation location by the Committee, but in no event will the installation location be permitted to be higher than the roof ridge. Whenever possible, satellite dishes should not be visible from the street.

Section 6.4 Fuel Tanks. External or buried propane or gas tanks, except portable tanks (less than five (5) gallons) for gas grills, shall not be permitted.

Section 6.5 Garbage and Other Refuse. No Lot Owner in the Development shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse, including compost on his or her Lot.

Section 6.6 Home Occupations. No Lot or Lots shall be used by an Owner, other than a Builder or Declarant, for any purpose other than as a single-family residence, except that a home occupation, defined as follows, may be permitted: any use conducted entirely within the Residence and participated in solely by a member of the immediate family residing in said Residence, which use is clearly incidental and secondary to the use of the Residence for dwelling purposes and does not change the character thereof and in connection with which there is: a) no sign or display that will indicate from the exterior that the Residence is being utilized in whole or in part for any purpose other than that of a dwelling; b) no commodity sold upon the premises; c) no person is employed other than a member of the immediate family residing in the Residence; and d) no manufacture or assembly operations are conducted. Provided however, that in no event shall the following or similar activities be conducted or considered to be a permitted Home Occupation: child day care, barber shop, styling salon, animal hospital, or any form of animal care or treatment such as dog trimming, or any other similar activities. The foregoing notwithstanding, the Declarant and Builders shall be permitted to operate sales trailers, model homes, and sales offices.

Section 6.7 Nuisances. No noxious or offensive activities shall be permitted on any Lot, nor shall anything be done on any of said lots that may be or may become an annoyance or nuisance to the neighborhood. Barking dogs shall constitute a nuisance.

Section 6.8 Open Drainage Ditches and Swales. The following shall apply to open ditches and swales:

(A) Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed, without the written permission of the appropriate jurisdictional agency and the Declarant. Property owners must maintain these swales as grassways or other non-eroding surfaces. Any damage to swales or drainage structures must be repaired or replaced by the lot owner.

(B) Any Owner or builder altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, Declarant or the Association will cause said repairs to be accomplished and the invoice for such repairs will be sent to the responsible Owners for immediate payment. If immediate payment is not received by the Association, the Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article XI of this Declaration.

Section 6.9 Signs. No signs or advertisements shall be displayed or placed on any Lot or other structures in the Property, except entry signs, Residence or Lot sales signs and directional sales signs, except with the approval of the Committee.

Section 6.10 Solar Panels. No solar panels shall be permitted on any Residence.

Section 6.11 Temporary Structures. No temporary house, trailer, garage or other outbuilding shall be placed or erected on any Lot, except by Declarant or a Builder.

Section 6.12 Utility Services. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 6.13 Vehicles Parking. No trucks one (1) ton or larger in size, campers, trailer, motor homes, boats, snowmobiles, jet ski or similar vehicles shall be parked on any street in the Property. Any recreational vehicle or trailer, camper, snowmobile, jet ski, or boat shall not be permitted to remain on any driveway or Lot except within a closed garage and shall not be regularly parked upon unpaved areas. There shall be no outside storage of commercial trucks, trailers, boats, junk cars, or fuel tanks.

Section 6.14 Visual Obstructions. No fence, wall, gate, hedge, tree or shrub planting which obstructs sight lines and elevations between three (3) and twelve (12) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and line connecting points twenty-five (25) feet 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 limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line.

Section 6.15 Occupancy or Residential Use of Partially Completed Residence Prohibited. No Residence constructed on any Lot shall be occupied or used for residential purposes or human habitation until a certificate of occupancy has been issued.

Section 6.16 Wells and Septic Tanks. Wells shall not be drilled on any Lot, except as required to irrigate Common Areas. Further, septic tanks and systems are prohibited on all Lots except the Lot identified on a Plat as Lot numbered 9.

ARTICLE VII

ARCHITECTURAL CONTROLS

Section 7.1 Approvals. Approvals, determination, permissions, or consents required herein shall be deemed given only if they are given in writing and signed, with respect to the Declarant or the Association, by the President or a Vice President thereof, and with respect to the Committee, by one (1) member thereof.

Section 7.2 Committee: Development Standards and Architectural Control Committee. A Development Standards and Architectural Control Committee, composed of at least three (3) members, shall exist and shall be appointed by the Declarant. Such members shall be subject to removal by the Declarant at any time, with or without cause. Any vacancies from time to time shall be filled by appointment of the Declarant. The Declarant may, at its sole option, at any time hereafter, relinquish for a period of time to the Association the power to appoint and remove one or more members of the Committee.

Section 7.3 Continuation of Committee. When the Declarant provides written notification to the Association of discontinuance of this Committee, then the Directors of the Association, or their designees, shall continue the actions of the Committee with like powers and duties.

Section 7.4 Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. The Committee for its permanent files shall retain one copy of submitted material. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, the requesting applicant may re-apply with changes. If however, approval has not been received by applicant in writing within thirty (30) days, then said request shall be considered DENIED.

Section 7.5 Exercise of Discretion. Declarant intends that the members of the Committee exercise discretion in the performance of their duties consistent with the provisions hereof, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the Committee is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Committee, could only conclude that such determination constituted an abuse of discretion.

Section 7.6 Inspection. The Committee may inspect work being performed without the Owner's permission to assure compliance with these restrictions and applicable regulations.

Section 7.7 Liability of Committee, Declarant, Developer. Neither the Committee nor any agent thereof, nor the Declarant, or Association shall be liable in any way for any costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it, nor shall the Committee, Association or Declarant be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Committee, Association and/or Declarant make no 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. All parties should seek professional construction advise, engineering, and inspections on each lot prior to proposing construction.

Section 7.8 Common Areas, Entrances, Street Signs, and Landscape Easements. None of the following shall be installed or constructed without prior written approval thereof by the Committee: (i) any and all landscaping, fences, structures, lighting, walking trails, sidewalks, or other improvements located in any Common Area, landscape maintenance access easement, and/or sign landscape easement, (ii) any entrance monument or signage identifying the Development or any section thereof and/or (iii) street signage.

Section 7.9 Lot Improvements. No dwelling, building structure, fence, deck, driveway, swimming pool, rear yard tennis or basketball courts, or improvement of any type or kind (including significant landscaping) shall be constructed or placed on any Lot without the prior approval of the Committee. Such approval shall be obtained only after the Owner of the Lot requesting authorization from the Committee has made written application to the Committee at least thirty (30) days prior to the proposed construction. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing (i) the location of the improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated and (ii) all easements, set backs, and rights-of-way and (iii) any landscape plans required by the Committee. Such plans and specifications shall further set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials, photographs, or information, which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale of $\frac{1}{4}'' = 1'$ and all plot plans shall be drawn by a professional to a scale of $1'' = 30'$, or to such other scale as the Committee shall deem appropriate. It is also recommended that a certified survey be prepared to insure that a resident is not encroaching on an adjacent homeowner or in a Common Area. If Owner has encroached on an adjacent Owner's property or in a common area, the encroaching Owner will, at his or her own expense, move any fence or other improvement(s) so as to eliminate the encroachment. Notwithstanding anything to the contrary in the foregoing, upon receipt of any written application which is in form and content acceptable to the Committee in the Committee's sole and absolute discretion, the Committee may pre-approve a Builder's plans and specifications for the original construction of a Residence and, in the event of such pre-approval, the Builder shall then be authorized to construct the pre-approved Residence on different Lots without further approvals from the Committee.

No fence or screen of any kind will be permitted if its installation will obstruct necessary site lines for vehicular traffic. Undue obstruction of view of other amenities from adjoining properties shall be considered by the Committee when reviewing Applications for approval.

Section 7.10 Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement with or without cause. Common grounds for denial include, but

are not limited to, a lack or absence of the following:

(A) The plans, specifications, drawings or other material submitted must themselves be adequate and complete, show the proposed improvement, and not be in violation of this Declaration; and

(B) The design or color scheme of a proposed improvement must be in harmony with the general surroundings of the Lot or with adjacent buildings or structures.

Section 7.11 Power to Grant Variances. The Committee may allow reasonable variances or adjustments of this Declaration where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of this Declaration and no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots in the Development.

Section 7.12 Statement of Purposes and Powers. Subject to this Declaration and the restrictions contained herein, the Committee shall regulate the external design, appearance, use, location and maintenance of lands and improvements thereon in such a manner as to preserve and enhance values and maintain a harmonious relationship among structures and the natural vegetation and topography, and in keeping with the intent of the Declarant.

ARTICLE VIII

CONTIGUOUS LOTS

Section 8.1 Rules Governing Building on Several Contiguous Lots Having One Owner.

Whenever two or more contiguous Lots shall be owned by the same person, and such owner shall desire to use two or more of said Lots as a site for a single-dwelling house, such Owner must apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single-dwelling house shall be treated as a single Lot for the purpose of applying this Declaration to said Lots, so long as the Lots remain improved with only one single-dwelling house. In addition, the Owner must obtain from the Town of Fishers all requisite and necessary permits and approvals.

ARTICLE IX

USE AND OWNERSHIP OF COMMON AREA

Section 9.1 Ownership. A license upon such terms, conditions, rules and regulations as the Declarant, and successor, assigns or licensees of the Declarant, shall from time to time grant, for the use and enjoyment of the Common Area, is granted to the persons who are from time to time members of the Association; provided, however, that no residential development shall occur in the Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment in common with all other Owners, in and to the Common Areas which nonexclusive right and easement of enjoyment shall be appurtenant to and pass with the title to every Lot. The Common Areas shall be conveyed by quitclaim deed to the Association.

Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such Common Area to the Association.

Section 9.2 Use. Common Area shall be used for such purposes as deemed appropriate by the Declarant until the end of the Development Period. Following the end the Development Period, the Common Area shall be used for such purposes as deemed appropriate by the Association. Any Common Area depicted on the recorded plats of the Development or designated by the Declarant as a Common Area shall remain for the exclusive use of the Owner(s), and their family members, guests, tenants, or contract purchaser who reside on the Lot(s). Neither the Declarant's execution or recording of the plats nor the doing of any other act by the Declarant is, or is intended to be, or shall be construed as, a dedication to the public of the Common Area.

ARTICLE X

WILLIAMS RIDGE HOMEOWNERS ASSOCIATION, INC.

Section 10.1 Association Duties. The duties of the Association shall include the following: (i) the promotion of the recreation, health, safety, and welfare of the residents in the property, (ii) the maintenance and repair of the Common Area including, but not limited to, any and all lighting, landscaping, and sidewalks located thereon, (iii) the maintenance and repair of any and all private streets (Long Grove Lane) internal to the Development, entrance monuments, perimeter walks, and signage, and the landscaping surrounding such entrances monuments and signage, (iv) maintenance and repair of all street signage, street lighting, and all improvements and landscaping existing in any landscape maintenance access easement and/or any sign landscape easement, (v) the performance of any other obligations and duties of the Association specified herein.

Section 10.2 Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

Section 10.3 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

(A) Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

(B) Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to ten (10) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs

earlier (hereafter "Effective Date"):

- (i) December 31, 2010; or
- (ii) When the total number of votes outstanding in the Class A Membership is equal to the total number of votes outstanding in the Class B Membership.

Section 10.4 Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) (the "Initial Member(s)"). The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Apart from the Initial Member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 10.5 Professional Management. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

Section 10.6 Limitations on Rights of the Association. As long as there is a Class B Member, the Association may not use its resources nor take a public position in opposition to future phases of *Williams Ridge* proposed by the Declarant or changes to current phases of *Williams Ridge* proposed by the Declarant. Nothing in this paragraph shall be construed to limit the rights of the members acting as individuals or in affiliation with other members or groups as long as they do not employ the resources of the Association or identify themselves as acting in the name, or on the behalf of the Association.

ARTICLE XI

ASSESSMENTS

Section 11.1 Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Declarant and any Builder, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following:

- (a) Annual Assessments (hereafter defined);
- (b) One-Time Assessment (hereafter defined);
- (c) Special Assessments (hereafter defined) for costs of enforcement of the Declaration, capital improvements and operation deficits, copies of Association documents if requested by a member, and such assessments to be established and collected as hereinafter provided or established by the Board; and
- (d) Violation Assessments (hereafter defined) levied for a violation of this Declaration.

Section 11.2 Annual Budget. By majority vote of the Board of Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for the allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplemental Declarations can effectively be met.

Section 11.3 Annual Assessment.

(A) Amount. The Annual Assessment provided for herein shall be per calendar year and shall commence for each Lot on the date of closing of the sale of a Lot to an Owner other than Declarant or a Builder. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant or a Builder, the maximum Annual Assessment shall be ~~\$100.00~~ per Lot per year. The Annual Assessment for the calendar year shall be pro-rated to year-end. The Board of Directors shall fix any increase in the amount of the Annual Assessment at least thirty (30) days in advance of the effective date of such increase. The initial due date for annual assessments shall be January 1st, and such assessment shall be subject to collection and late charges beginning on January 31st.

(B) Purpose of Assessments. The annual assessment levied by the Association shall be used in the reasonable discretion of the Board of Directors to fulfill the duties and obligations of the Association specified in this Declaration.

(C) Method of Assessment. By a vote of a majority of the Board of Directors, the Board of Directors shall, on the basis specified in Section 11.7 below, fix the Annual Assessment for each assessment year at an amount sufficient to meet the obligations imposed by this Declaration upon the Association. The Board during any calendar year shall be entitled to increase the Annual Assessment for that year if it should determine that the estimate or current assessment is insufficient for that year, provided that the Board shall give at least thirty (30) days advance notice thereof to the Owners. The Board of Directors shall establish the date(s) the Annual Assessment shall become due, and the manner in which it shall be paid.

Section 11.4 Special Assessment. In addition to such other Special Assessments as may be authorized herein, the Board of Directors may levy in any year a Special Assessment(s) for the purpose of enforcing these covenants and restrictions, for legal expenses, for collection expenses, other activity that is the responsibility of an Owner hereunder but which such Owner has not undertaken as required hereunder, for defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain and/or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority or the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 11.5 Violation Assessment. In addition to all other assessments as be authorized herein, the Board of Directors may levy a Violation Assessment to an Owner, (i) for a violation against this Declaration or (ii) for damages if any portion of the Common Area that the Association is obligated to maintain, repair and/or replace is damaged due to the willful or negligent act or omission of such Owner or Owner's guest or invitee. In the event of such damage, the Board shall have the right to undertake the necessary maintenance, repair or replacement. The choice between repair or replacement is in the sole discretion of the Board.

Section 11.6 Basis for Assessment.

(A) Lots Generally. Each Lot owned by a person other than Declarant or a Builder shall be assessed

at a uniform rate without regard to whether a Residence has been constructed upon the Lot.

(B) Lots Owned by Declarant or Builder. Notwithstanding anything herein to the contrary, Declarant and any Builder shall not pay any Annual Assessments and/or Special Assessments so long as any Residence constructed upon a Lot by Declarant or a Builder has not been either conveyed to an Owner intending to occupy or rent said Residence as a residence or leased to an individual or an entity for use as a Residence.

Section 11.7 Deficit. The Class A Members shall be indebted to Declarant in an amount, measured and existing on the Effective Date, equal to the difference between (i) all amounts expended by Declarant as of the Effective Date in the performance of the Association's duties specified in this Declaration and (ii) the sum of all assessments paid by the Declarant as of the Effective Date. Such difference shall hereafter be referred to as the "Indebtedness". Prior to the Effective Date the Association, by and thru the Class B Member, shall execute and deliver to the Declarant a promissory note in the amount of the Indebtedness, which shall be paid in 60 equal, monthly payments, commencing thirty (30) days after the Effective Date, together with interest at the rate of eight percent (8%) per annum.

Section 11.8 Notice and Due Date. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be delivered to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors.

Section 11.9 Collection. All Assessments, together with interest thereon, attorneys fees, and other costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, including reasonable attorney fees, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.

Section 11.10 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%) per annum plus a late charge not exceeding Fifty Dollars (\$50.00). The Association shall be entitled to initiate any lawful action to collect delinquent assessments plus any expenses or costs, including attorneys' fees, incurred by the Association in collecting such assessment(s). If the Association has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No Owner may waive or otherwise avoid liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11.11 Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors shall have the right to suspend the voting rights, if any, and the services to be provided by the Association, together with the right to use the Common Areas of any member:

- (A) for any period during which any of the assessments or any fines/fees assessed under this Declaration owed by such member remains unpaid;
- (B) during the period of any continuing violation of this Declaration; and
- (C) during the period of any violation of the Articles of Incorporation, By-Laws, or regulations of the Association.

Section 11.12 Certificates. The Association shall, upon reasonable request by an Owner, at any time, furnish a letter in writing signed by an officer of the Association, indicating the accounting status of assessments on a Lot showing the balance due the Association, if any.

Section 11.13 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein against a Lot shall be subordinate to the lien or any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the lien of assessments levied under this Article XI. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such assessments which became due or are attributable to the period of time prior to such sale or transfer. No sale transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE XII

REMEDIES

Section 12.1 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of covenants, conditions, and restrictions in this Declaration shall be held to be a waiver by that party or an estoppel of that party of any right available to such party upon the occurrence, reoccurrence or continuation of such violation or violations of this Declaration.

Section 12.2 In General. The Association or any party to whose benefit this Declaration inures, including the Declarant and/or any Owner, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, or to compel compliance with these Restrictions and Covenants, and shall be entitled to recover costs of collection and reasonable attorney's fees; however, neither the Declarant, nor the Association, shall be liable for damages of any kind to any person for failing either to abide by, enforce, or carry out any terms, conditions, or restrictions contained in this Declaration.

ARTICLE XIII

EFFECT ON BECOMING AN OWNER

The Owner(s) of any Lot subject to this Declaration, by acceptance of a deed conveying title thereto, or by virtue of the execution of a contract for the purchase thereof, whether from Declarant a Builder, or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every covenant, condition, and restrictions contained in this Declaration. By acceptance of such deed or execution of such contract each Owner acknowledges the rights and powers of the Declarant, Committee, and Association contained in this Declaration, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owner(s) covenant and agree and consent to and with the Declarant, Committee and the Association and to and with the other Owners and subsequent Owners of each of the Lots affected by this Declaration to keep, observe, comply with and perform such covenants, conditions, and restrictions contained in this Declaration.

ARTICLE XIV

TITLES

The titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only and none of them shall be used as an aid to the construction of any provisions of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

ARTICLE XV

SEVERABILITY

Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

ARTICLE XVI

AMENDMENT TO THIS DECLARATION

This Declaration and the covenants, conditions and restrictions set forth in this Declaration, as from time to time amended in the manner hereafter set forth, shall run with the land and shall be binding upon the persons owning any portion of the Property and all parties closing under them. This Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Hamilton County, Indiana, approved and signed by at least seventy-five percent (75%) of the then Owners; provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declaration may also be amended by Declarant, if it then has any ownership interest in the Property, at any time within four (4) years after the recordation hereof. Any amendment must be recorded.

IN TESTIMONY WHEREOF, witness the signature of the Declarant of this Declaration as of the date first above written.

DECLARANT:

WILLIAMS RIDGE, LLC

By: Steven R Edwards
Steven Edwards, Member

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

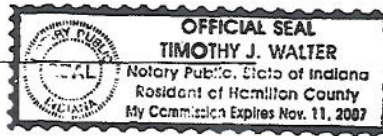
Before me, a Notary Public, in and for said County and State, personally appeared *Steven Edwards*, Member of Williams Ridge, LLC, the Declarant herein, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions, and Restrictions of Williams Ridge this 27th day of SEPTEMBER, 2000.

My Commission Expires:

Timothy J. Walter
NOTARY PUBLIC

Resident of _____ County, Indiana

Printed: _____



This Instrument Prepared by: Charles D. Frankenberger, Nelson & Frankenberger, 3021 E. 98th Street, Suite 220, Indianapolis, IN 46280 - (317) 844-0106

Exhibit "A"

WILLIAMS RIDGE

A part of Section 24, Township 18 North, Range 4 East, in Hamilton County, Indiana more particularly described as follows:

Lots numbered Five (5), Six (6), and Seven (7) all in Dyo Subdivision as per plat thereof recorded in Deed Record 104, Pages 26 and 27, in the Office of the recorder of Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of Lot 5 in said subdivision; thence North 57 degrees 36 minutes 14 seconds West 1066.90 feet; thence North 00 degrees 26 minutes 19 seconds East 171.80 feet; thence North 77 degrees 08 minutes 30 seconds West 435.86 feet; thence North 45 degrees 13 minutes 20 seconds East 146.05 feet; thence North 40 degrees 57 minutes 52 seconds East 150.90 feet; thence North 36 degrees 06 minutes 08 seconds East 155.99 feet; thence South 57 degrees 36 minutes 14 seconds East 1373.77 feet; thence South 16 degrees 12 minutes 32 seconds West 465.75 feet to the place of beginning. Containing 14.184 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

200200083529
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
11-06-2002 01:09 pm.
DEC COV RES 60.00

60.00
100 none
25

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WILLIAMS RIDGE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 6th day of November 2002, by CONLEY HOMES, INC. ("Developer").

WHEREAS, Developer is the owner of that certain real estate located in Hamilton County, Indiana, known as Williams Ridge, more particularly described in the attached Exhibit A, incorporated herein by reference (the "Real Estate"); and

WHEREAS, Developer intends to subdivide the Real Estate into six (6) residential lots with appurtenant common areas; and

WHEREAS, Before so subdividing the Real Estate, Developer desires to subject the Real Estate to certain rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens for the purpose of preserving and protecting the value and desirability of the Real Estate for the benefit of each owner of any part thereof; and

WHEREAS, Developer further desires to create an organization to which shall be delegated and assigned the powers of maintaining and administering the common areas and certain other areas of the Real Estate and of administering and enforcing the covenants and restrictions contained in this Declaration as hereafter recorded in the office of the Recorder of Hamilton County, Indiana and of collecting and disbursing the Assessments and charges as herein provided;

NOW, THEREFORE, Developer hereby makes, grants and declares the following covenants, restrictions and easements applicable to and imposed upon the Real Estate.

ARTICLE I
DEFINITIONS

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

- a. "Architectural Review Committee" means the architectural review committee established pursuant to Article VI, paragraph 6.1 of this Declaration.
- b. "Association" means Williams Ridge Homeowners Association, Inc., an Indiana not-for-profit corporation, which Developer has caused or will cause to be incorporated, and its successors and assigns.
- c. "Assessments" means the Regular Assessments and Special Assessments.

d. "Common Areas" means (i) all portions of the Real Estate designed for access to, ingress to, egress from, utility service to, storm water drainage for or other use and enjoyment by more than one Owner of Lots in the Real Estate and designated on any Plat of the Real Estate or Easement encumbering the Real Estate or portion thereof, and (ii) all paving, curbing, architectural features, landscaping, lighting, utility lines, mains, and facilities, structures, buildings, improvements and personal property located on such portions of the Real Estate or owned or leased by the Association from time to time and used in connection with such portions of the Real Estate. Common Areas may be located within a public right-of-way, on a Lot or in an easement area as shown on the Plat or as otherwise designated in any recorded Easement.

e. "Common Expenses" means (i) all costs and expenses incurred by the Developer or Association in connection with the ownership, operation, maintenance, repair or replacement of the Common Areas and the performance of the responsibilities and duties of the Association, including without limitation, costs and expenses for the construction, installation, replacement, maintenance, decoration and repair of the Common Areas, (ii) taxes and assessments levied against the Common Areas or the Association; (iii) all costs and expenses of defending against or settling any liens, claims or judgments against the Association, including without limitation, attorneys' fees, paraprofessional fees and court costs, (iii) all expenses incurred to procure liability, hazard and any other insurance with respect to the Common Areas, and (iv) all expenses incurred in the administration of the Association.

f. "Developer" means Conley Homes, Inc., and any successors and assigns designated in one or more written recorded instruments to have the rights of Developer hereunder.

g. "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the date Developer or its affiliates no longer own any Lot within or upon the Real Estate, but in no event shall the Development Period extend beyond the date twenty (20) years after the date this Declaration is recorded.

h. "Easements" shall mean those areas designated on the Plat or otherwise designated in an easement benefiting the Real Estate recorded in the office of the Recorder of Hamilton County, Indiana, as providing access, drainage, utilities, storm or sanitary sewer for the Real Estate.

i. "Lot" means any of the parcels of land shown and identified as Lots 1 through 6 on the Plat of the Real Estate. For purposes hereof, the parcels identified as Lots 5a and 6b shall not be considered separate Lots nor entitle the owner thereof to a vote in the Association. Lot 5a and Lot 6b shall be deemed to be a part of Lot 5 and Lot 6 respectively, and the Owner of Lot 5 and Lot 6 shall be entitled only to one vote each.

j. "Lot Development Plan" means (i) a site plan prepared by a licensed engineer or architect, (ii) foundation plan and proposed finished floor elevations, (iii) building plans, including elevation and floor plans, (iv) material plans and specifications, (v) landscaping plan, and (vi) all other data or information that the Architectural Review Committee may request with respect to the

improvement or alteration of a Lot (including but not limited to the landscaping thereof) or the construction or alteration of a building or other structure or improvement thereon.

k. "Mortgagee" means the holder of a recorded first mortgage lien on any Lot.

l. "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, designed for occupancy by one family, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless specifically indicated to the contrary. The term Owner as used herein shall include Developer so long as Developer shall own any Lot.

m. "Plat" means a duly approved final plat of any part of the Real Estate as hereafter recorded in the office of the Recorder of Hamilton County, Indiana.

n. "Regular Assessments" means the annual general assessment for Common Expenses levied by the Association against all Owners and becoming a lien against all Lots in accordance with the terms of this Declaration.

o. "Rules and Regulations" means any non-discriminatory rules, regulations, standards, policies, and procedures adopted from time to time by the Association or the Architectural Review Committee in accordance with the terms of this Declaration.

p. "Special Assessments" means any assessments for capital improvements and operating deficits and for special maintenance and repairs specially levied by the Association against all or any select portion of the Owners and becoming a lien against the Lots of such Owners in accordance with the terms of this Declaration.

q. "Zoning Authority" means the Director of the Department of Community Development of the City of Carmel, Indiana or other governmental body or bodies, administrative or judicial, in which authority is vested under applicable law to hear appeals, or review action or the failure to act on any zoning matters applicable to the Real Estate.

ARTICLE II DECLARATION

Developer hereby grants, conveys and declares that the Real Estate is and shall be acquired, held, transferred, sold, hypothecated, leased, rented, improved, used and occupied subject to the following provisions, agreements, covenants, conditions, restrictions, easements, assessments, charges and liens, each of which shall run with the land and be binding upon, and inure to the benefit of, Developer and any other person or entity hereafter acquiring or having any right, title or interest in or to the Real Estate or any part thereof. All Owners, their tenants, guests, invitees, and mortgagees, and any other person using or occupying a Lot or any other part of the Real Estate shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in this Declaration and any Rules and Regulations adopted by the Association as herein provided, as the same may be amended from time to time.

The Owner of any Lot (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or its affiliates or any subsequent Owner, or (ii) by the act of occupancy of a Lot, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions, restrictions, terms and provisions of this Declaration. By acceptance of a deed, execution of a contract or undertaking of such occupancy, each Owner covenants for the Owner, the Owner's heirs, personal representatives, successors and assigns, with Developer and the Owners from time to time, to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration.

ARTICLE III
PROPERTY RIGHTS

3.1 Common Areas Easements. Developer hereby grants, conveys and declares perpetual, non-exclusive Easements in, on, over, under across and through the Common Areas of the Real Estate for the benefit of each Lot and Owner for access to, ingress to, egress from, utility services and storm water drainage for and otherwise for the use and enjoyment of each Lot. Such Easements shall run with the land and be appurtenant to each Lot, subject to the terms and conditions of this Declaration. The Easements granted herein shall further be for the benefit of Developer, all public utility companies, governmental and public safety agencies (including, but not limited to, fire safety and prevention, law enforcement and emergency services) and the Association, and its and their employees, agents and contractors, for access to the Real Estate and installation, operation, maintenance, repair, replacement or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of services to the Lots and Common Areas. The Owner of any Lot subject to an Easement, including any builder, shall be required to keep the portion of an Easement on its Lot in good order, condition and repair and free from obstructions so that access, utility service and storm water drainage is unimpeded. No Owner shall change or alter any Easement without a permit from the appropriate governmental entity, as applicable, nor without obtaining the prior written approval of the Architectural Review Committee. In addition to the Easement areas delineated on the Plat, any person or entity temporarily may access the Easement area over and across the adjacent portions of any Lot to the extent reasonably necessary for the exercise of the rights granted hereunder. If any person or entity exercising its rights hereunder shall damage any Common Areas or Lot, such person or entity shall promptly repair and restore such Common Areas and/or Lot to substantially the condition existing prior to such damage; provided that repair or replacement of any structure, improvements or trees improperly located in an Easement shall not be required, and the Owner thereof shall remove such items. No structures, improvements or deep root trees (except walkways, driveways, sidewalks and roads), including without limitation decks, patios, porches, pools, or courts for tennis, basketball or other sports, of any kind, shall be erected or maintained upon the Easements, and any such structure, improvement or tree upon any Easement shall, at Developer's or the Association's written request, be removed by the Owner at the Owner's sole cost and expense. The Owners of Lots subject to an Easement shall take and hold title to the Lots subject to the Easements herein created and reserved.

3.2 Permissive Use. Any Owner may permit his or her family members, guests, tenants or contract purchasers who reside on the Lot to use his or her right of enjoyment of the Common Areas. Such permissive use shall be subject to the By-Laws of the Association and any reasonable Rules and Regulations promulgated by the Association from time to time.

3.3 Conveyance of the Common Areas. Developer may convey all of its right, title, interest in and to any of the Easements or Common Areas to the Association by quitclaim deed, and such Easements or Common Areas so conveyed shall then be the property of the Association, subject to the Easements.

ARTICLE IV
USE RESTRICTIONS

4.1 Lot Use. All Lots on the Real Estate shall be used solely for single-family residential purposes and for no other use or purpose. No business building shall be erected on any Lot. No structure shall be erected, placed or permitted to remain on any Lot other than one (1) single-family residence not to exceed the maximum height permitted under and measured pursuant to the Zoning Ordinance of the City of Carmel, Indiana. No Lot shall be subdivided into two (2) or more lots.

4.2 Lease of Lots. If any Owner desires to lease a Lot, such rental shall be pursuant to a written lease with a minimum term of one year and such lease shall provide that the lessee shall be subject to all rules and regulations of the Association and the terms and conditions of these Declarations.

4.3 Use of Common Areas. The Common Areas shall not be used for commercial purposes. Each Owner shall maintain the Common Areas on its Lot in good order, condition and repair in accordance with the standards for maintenance of Lots set forth herein.

4.4 Lot Access. All Lots shall be accessed from the interior streets of the Real Estate. No direct access is permitted to any Lot from 116th Street.

4.5 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or surrounding Common Area, except that no more than three (3) dogs, cats or other household pets, in the aggregate, may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All pets shall be restricted to the Owner's Lot except for temporary periods when kept on a leash. Owners shall be responsible for picking up animal litter of their pets from other Owners' Lots and from the Common Area.

4.6 Prohibited Activities. No noxious or offensive activity shall be permitted upon any Lot or Common Areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Electric bug killers or "zappers" and barking dogs may be deemed a nuisance by the Association, and shall be permanently removed from the Real Estate upon within ten (10) days after notice from the Association to the Owner of the Lot on which the offending item is located. Each Lot and all Common Areas and improvements thereon shall be

kept and maintained in a sightly and orderly manner and no trash or other rubbish shall be permitted to accumulate thereon. The Board of Directors shall promulgate and enforce such Rules and Regulations as it deems necessary for the common good in this regard.

4.7 Signs. No signs of any nature, kind or description shall be erected, placed or maintained on or in front of any Lot which identify, advertise or in any way describe the existence or conduct of a home occupation. No signs of any kind shall be displayed to the public view on any Lot except for one sign of not more than five (5) square feet advertising the Lot for sale or rent. No more than four (4) signs, no larger than five (5) square feet, shall be allowed by any builder or others to advertise the Lot during construction; however, any sign required by law must be displayed during the construction period in addition to the permitted signs. This covenant has no application to marketing or promotional signage of the Developer while Lots are being sold.

4.8 Home Occupations. No home occupation shall be conducted or maintained on any Lot other than one which is incidental to a business, profession or occupation of the Owner or occupant of any such Lot and which is generally or regularly conducted in another location away from such Lot. Nothing contained herein shall be construed or interpreted to affect the activities of Developer in the sale of Lots as a part of the development of the Real Estate, including without limitation, Developer's right to post such signs and maintain such model residences as it deems necessary until such time as Developer's last Lot is sold.

4.9 Public Streets. The Developer intends that the streets within the Real Estate shall be public streets and accepted for maintenance by the City of Carmel or Hamilton County, Indiana. No Owner shall be entitled to object to the public dedication of the streets of the Real Estate.

4.10 Outside Storage and Vehicle Parking. No outside storage of equipment, materials, supplies, debris, or vehicles, including without limitation, any lawn mower, camper, motor home, truck, trailer, boat or recreational vehicle, other than licensed passenger automobiles and light duty trucks, shall be permitted. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view. No commercial vehicles over three-quarter (3/4) ton or trucks with business signs or logos shall be parked on the Real Estate except inside a garage. No parking of any vehicles shall be permitted on the streets of the Real Estate.

4.11 Garbage and Refuse Disposal. Trash and refuse disposal will be on an individual basis, Lot by Lot. No dumpsters or other forms of general or common trash accumulation shall be permitted, except to facilitate development and house construction during the period of construction. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No leaf debris, rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any leaves, garbage or refuse.

ARTICLE V
BUILDING STANDARDS

5.1 Building Location and Finished Floor Elevations. Building setback lines are established on the Plat. No building, accessory building or other appurtenant structure, including without limitation, any deck, patio, porch, pool, or court for tennis, basketball or other sports, shall be erected or maintained within the front setback line of a Lot, within any Easement, within twenty (20) feet of the rear Lot line or within ten (10) feet of any side yard Lot line. The side yards of each Lot must aggregate twenty (20) feet. Reasonable efforts shall be used in designing, locating and constructing buildings and other improvements on each Lot, to preserve and protect all existing trees having a callipered trunk diameter at 2 feet above grade of four inches (4") or more. All ground floor elevations shall be approved by the Architectural Review Committee. Demonstration of adequate storm water drainage in conformity with both on-Lot and overall project drainage plans shall be required. Before construction commences, the finished floor elevation shall be physically checked on the Lot and certified by a licensed professional engineer or licensed land surveyor.

5.2 Accessory and Temporary Buildings. No trailers, sheds, shacks or outhouses of any kind shall be erected or situated on any Lot, except that used by the Developer during development of the Real Estate or the construction of a residential building on a Lot, which temporary construction structures shall be promptly removed upon completion of construction. Any accessory building, storage shed, play house, tree house or recreational structure shall require the approval of the Architectural Review Committee.

5.3 Temporary Structures. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, garage, outbuilding or other structure of a temporary character shall be used at any time as a dwelling, temporary or permanent.

5.4 Mailboxes. All mailboxes and mailbox posts shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.

5.5 Storage Tanks. No gas, oil or other storage tanks shall be installed on any Lot, except that small (i.e., 10 gallons or less) gas storage tanks normally used for mobile gas outdoor cooking grills shall be permitted.

5.6 Water Supply and Sewage Systems. No private wells or septic systems shall be permitted. All Lots shall connect to and receive water and sanitary sewer service through public water and sanitary sewer utilities. Each Owner shall pay all connection, tap-in, hook-up, or other availability, installation or usage fees or charges assessed by such utilities.

5.7 Ditches and Swales. All Owners, including builders, shall keep unobstructed and in good order, condition and repair all open storm water drainage ditches and swales, subsurface drainage tiles and other surface or subsurface drainage facilities which may be located on their respective Lots, and shall not otherwise impair drainage of upstream Lots or Common Areas to, over, through and across the natural or engineer drainage channels on the Real Estate. The elevation on a Lot shall not be changed in any manner which would adversely affect the surface elevation, grading or drainage of other Lots or the Common Areas. Downspouts and drains shall be designed to disperse runoff for surface flow to street or swale collection systems. During the course of any construction, appropriate silt fencing shall be maintained to prevent any silt runoff.

5.8 Garages, Driveway and Parking Space. Each residential dwelling unit shall include at least a three (3) car attached garage and said garage shall have a paved driveway at least fourteen feet (14') wide.

5.9 Antenna and Satellite Dishes. No outside antennas or satellite dishes shall be permitted except those approved as to size, height, design, screening and location by the Architectural Review Committee.

5.10 Construction and Landscaping. All construction upon, landscaping of and other improvements to a Lot shall first be approved by the Architectural Review Committee and shall be performed and completed in strict accordance with the Lot Development Plan approved by the Architectural Review Committee. Each Owner shall maintain its Lot in accordance with the Lot Development Plan, including without limitation, exterior building and roofing materials and color and landscaping features, contained in the Lot Development Plan.

5.11 Fencing. No fence shall be erected on or along any Lot line, nor on any Lot without the written approval of the Architectural Review Committee. All fencing shall be uniform or of consistent design, materials, height, style and color, with side yard fences constructed of black wrought iron of consistent design, and rear yard fences constructed of natural wood or black wrought iron of consistent design, or otherwise as determined by the Architectural Review Committee. Permitted fences shall be erected reasonably so as to avoid hindrance or obstruction of any other Lot or the Common Areas and shall be maintained in good order, condition and repair. No fences shall be permitted any closer to the front of the Lot than the front of the residence structure.

5.12 Solar Panels. No solar panels shall be permitted on roofs of any structures on the Real Estate. Any such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots and Common Areas.

5.13 Outside Lighting. Each Lot shall include a yard light at a location, having a uniform height and being of uniform type, style, and manufacture, and such yard light otherwise shall conform to the standards set forth by the Architectural Review Committee. Each such light fixture shall be maintained in proper working order with a bulb of a maximum wattage approved by the Architectural Review Committee to ensure uniform illumination of each Lot and shall be equipped with a photo-electric cell or similar device to ensure automatic illumination from dusk to dawn each day. All other outside lighting on a Lot shall be of an ornamental nature, uniform or consistent in design, materials, height, style and color as determined by the Architectural Review Committee and shall provide for projection of light so as not to create a glare, distraction or nuisance to other property owners in the vicinity of or adjacent to the Lot.

5.14 Site Obstruction. No fence, wall, architectural feature, hedge, tree, ornamental grass, shrub planting, improvements, landscaping or other obstructions shall be placed or permitted to remain in the first twenty five feet (25') of the front yard of any Lot in a location, at a height or otherwise in any manner which would obstruct the sight lines for any street or driveway.

5.15 Vacant Lot Maintenance. Unsold Lots shall be mowed and maintained by the Developer. Upon sale to an Owner (other than Developer), all vacant Lots shall be maintained by the Owners thereof in accordance with the same standards for maintenance of occupied Lots. In the event grass or non-landscaped vegetation growth is allowed to exceed eight (8) inches in height, the Developer or Association shall have the option (but not the obligation) to mow the Lot and all costs and expenses incurred thereby shall be paid by the Owner of the Lot, upon demand, as a Special Assessment.

5.16 Dwelling Size. The ground floor of the main structure on each Lot, exclusive of one-story open porches, basements and garages, shall be not less than three thousand two hundred (3,200) square feet for a one-story dwelling nor less than four thousand (4,000) square feet for a dwelling of more than one story, with at least a minimum of two thousand three hundred (2,300) square feet on ground level.

5.17 Air Conditioners. Window air conditioners, fans or other similar units, are prohibited on a Lot. Central air conditioner condenser units shall be located in a side or rear yard and screened from view.

5.18 Grading. After construction and subject to the provisions set forth herein for tree preservation, all Lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. Positive drainage is drainage from the grade point beginning at the house in every direction of at least eight and one-eighth (8-1/8) percent down (one inch drop for every twelve inches of distance).

5.19 Pool. No swimming pool shall be constructed on any Lot without the approval of the Architectural Review Committee. If a variance permitting installation of a mechanical pool cover in lieu of fencing has been or may be obtained from the Zoning Authority, then the Architectural Review Committee may require, as a condition to the location of a swimming pool on a Lot, that the Owner install a mechanical pool cover. If the Architectural Review Committee imposes such requirement, then a mechanical pool cover of a type and manufacture approved by the Architectural Review Committee shall be installed and maintained in good order, condition and repair by the Owner in compliance with all applicable legal requirements established by the Zoning Authority as a condition to such variance and with all requirements established by the Architectural Review Committee.

ARTICLE VI ASSOCIATION

6.1 Membership. Each Owner of a Lot automatically upon becoming an Owner, shall be and become a member of the Association and shall remain a member of the Association so long as he or she owns the Lot.

6.2 Classes of Membership and Vote. The Association shall have two (2) classes of membership, as follows:

(i) Class A Members. Class A members shall be all Owners other than Developer (unless Class B membership has been converted to Class A membership as provided in the following subparagraph (ii), in which event Developer shall then have a Class A membership). Each Class A member shall be entitled to one (1) vote for each Lot owned by Owner, unless a Class A member owns two (2) Lots in which event such Lots shall be combined and deemed to be one (1) Lot and such Class A member shall be entitled to only one (1) vote for its combined Lot.

(ii) Class B Member. The Class B member shall be the Developer. The Class B member shall be entitled to six (6) votes. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Applicable Date" (as such term is hereinafter defined in paragraph 6.3).

6.3 Applicable Date. As used herein, the term "Applicable Date" shall mean the date when the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership or such date as determined by Developer, whichever comes first.

6.4 Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a Lot, all such persons or entities shall be members of the Association, but the single vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves. In no event shall more than one person exercise a Lot's vote under Paragraph 6.2 (in the case of Class A membership). No Lot's vote shall be split.

6.5 Board of Directors. The members of the Association shall elect a Board of Directors of the Association as prescribed by the Association's Articles of Incorporation and By-Laws. The Board of Directors of the Association shall manage the affairs of the Association.

6.6 Professional Management. No contract or agreement for professional management of the Association, nor any contract between Developer and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination penalty, on written notice of ninety (90) days or less.

6.7 Responsibilities of the Association. The responsibilities of the Association include, but shall not be limited to:

(i) Maintenance of the Common Areas, including without limitation, any and all improvements thereon, in good repair as the Association deems necessary or appropriate.

(ii) Installation and replacement of any and all improvements, signs, lighting, lawn, foliage, entry features and landscaping in and upon the Common Areas as the Association deems necessary or appropriate.

(iii) Procuring and maintaining for the benefit of the Association, its officers and Board of Directors and the Owners, the insurance coverage required under this Declaration and such other insurance as the Board of Directors deems necessary or advisable.

(iv) Payment of taxes, if any, assessed against and payable with respect to the Common Areas.

(v) Assessment and collection from the Owners of the Common Expenses.

(vi) Contracting for such services as the Association deems necessary or advisable.

(vii) Enforcing the Rules and Regulations of the Association and the requirements of this Declaration and any zoning covenants and commitments.

6.8 Powers of the Association. The Association may adopt, amend, or rescind reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas and the management and administration of the Association, as the Association deems necessary or advisable. The Rules and Regulations promulgated by the Association may provide for reasonable interest and late charges on past due installments or any Regular or Special Assessments or other charges against any Lot. The Association shall furnish or make copies available of its rules and regulations to the Owners prior to the time when the rules and regulations become effective.

6.9 Compensation. No director or officer of the Association shall receive compensation for services as such director or officer except to the extent expressly authorized by a majority vote of the Owners present at a duly constituted meeting of the Association members.

6.10 Non-liability of Directors and Officers. The directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association, except for their own individual willful misconduct or gross negligence. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

6.11 Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his or her heirs, assigns and legal representatives (collectively, the "Indemnitee") made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was a director or officer of the Association, against all costs and expenses, including attorneys' fees, paraprofessional fees and court costs, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, or in connection with any appeal thereof, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is guilty of gross negligence or willful misconduct in the performance of his or her duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or for any judgment rendered in any action,

suit or proceeding, unless it shall be adjudged in such action, suit or proceeding that such Indemnitee was guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against an Indemnitee, no director or officer shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his or her duties where, acting in good faith, such director or officer relied on the books and records of the Association or statements or advice made by or prepared by any managing agent of the Association or any director or officer of the Association, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such director or officer had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of gross negligence or willful misconduct by virtue of the fact that he or she failed or neglected to attend a meeting or meetings of the Board of Directors of the Association. The costs and expenses incurred by an Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to indemnification or reimbursement as provided in this Paragraph 6.11.

6.12 Bond. The Board of Directors of the Association may provide surety bonds and may require the managing agent of the Association (if any), the treasurer of the Association and such other officers as the Board of Directors deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication and other acts of fraud or dishonesty in such sums and with such sureties as may be approved by the Board of Directors, and any such bond may specifically include protection for any insurance proceeds received for any reason by the Board of Directors. The expense of any such bonds shall be a Common Expense.

ARTICLE VII
ARCHITECTURAL REVIEW COMMITTEE

7.1 Creation. There shall be, and hereby is, created and established the Architectural Review Committee to perform the functions provided herein. At all times during the Development Period, the Architectural Review Committee shall consist of up to three (3) members appointed, from time to time, by Developer and who shall be subject to removal by Developer at any time with or without cause. After the end of the Development Period, the Architectural Review Committee shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association provided that, if and so long as Developer or an officer of Developer owns a Lot, the Developer or such officer shall be entitled to be one (1) of the three (3) members of the Architectural Review Committee. The Board of Directors may at any time after the end of the Development Period remove any member of the Architectural Review Committee (other than Developer or officer of Developer so long as Developer or such officer owns a Lot) at any time upon a majority vote of the members of the Board of Directors.

7.2 Purposes and Powers of the Architectural Review Committee. The Architectural Review Committee shall review and approve the exterior design, appearance, use and location of all residences, buildings, structures or any other improvements placed by any person, including any

builder, on any Lot, and the installation and removal of any trees, bushes, shrubbery and other landscaping on any Lot, in such a manner as to preserve and enhance the value and desirability of the Real Estate and to preserve the harmonious relationship among structures and the natural vegetation and topography.

(i) In General. No residence, building, structure, satellite dish, antenna, walkway, yard ornament, fence, deck, wall, pool, porch, patio, court for tennis, basketball or other sports, or other out building or improvement of any type or kind shall be erected, constructed, placed or altered on any Lot and no change shall be made in the exterior materials or color of any residence or accessory structure located on any Lot without the prior written approval of the Architectural Review Committee. Such approval shall be obtained only after written application has been made to the Architectural Review Committee by the Owner of the Lot requesting authorization from the Architectural Review Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Review Committee and, in the case of construction or placement of any improvement shall be accompanied by two (2) complete sets of the Lot Development Plan for any such proposed construction or replacement. Such the Lot Development Plan shall include plot plans showing the location of the improvements proposed to be constructed or placed upon the Lot, each properly and clearly designated, the color and composition of all exterior materials proposed to be used, proposed removal of trees and any proposed landscaping, together with any other material or information which the Architectural Review Committee may reasonably require. Unless otherwise specified by the Architectural Review Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect.

(ii) Power of Disapproval. The Architectural Review Committee may refuse to approve any application made as required under Paragraph 7.2(i) above when:

(a) The Lot Development Plan is inadequate or incomplete, or in violation of any restrictions in this Declaration or in a Plat of the Real Estate;

(b) The design or color scheme is not in harmony with the general surroundings of the Lot or with the adjacent buildings or structures; or

(c) The Lot Development Plan, or any part thereof, in the opinion of the Architectural Review Committee, would not preserve or enhance the value and desirability of the Real Estate or would otherwise be contrary to the interests, welfare or rights of the Developer or any other Owner.

(iii) Architectural Standards. The Architectural Review Committee, from time to time, may promulgate, amend or modify standards for development of the Real Estate as it may deem necessary or desirable for the benefit of the Lots, Owners and property values of the Real Estate. Such standards may set forth requirements in addition to those set forth in this Declaration or the Plat of the Real Estate, as long as the same do not contradict this Declaration or such Plat.

7.3 Duties of the Architectural Review Committee. If the Architectural Review Committee does not disapprove the Lot Development Plan within thirty (30) days after all required information on the Lot Development Plan shall have been submitted to it, then such Lot Development Plan shall be deemed approved. One copy of the Lot Development Plan shall be retained by the Architectural Review Committee for its permanent files.

7.4 Liability of the Architectural Review Committee. Neither the Architectural Review Committee, the Association nor any agent of any of the foregoing, shall be responsible in any way for the design or sufficiency of, or any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto or for any decision made by it unless made in bad faith or by willful misconduct.

7.5 Inspection. The Architectural Review Committee or its representative may, but shall not be required to, inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VII and may require any work not consistent with the approved Requested Change, or not approved, to be stopped and removed.

ARTICLE VIII ASSESSMENTS

8.1 Creation of Lien and Personal Obligation. Each Owner (other than the Developer during the Development Period and other than in respect of any Common Area not located on any Lot) of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association Regular Assessments and Special Assessments. Such Assessments shall be established, shall commence upon such dates and shall be collected as herein provided. All such Assessments, together with interest, costs of collection and reasonable attorneys' fees, paraprofessional fees and court costs, shall be a continuing lien upon the Lot against which such Assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such Assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such Assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent Assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them.

8.2 Purpose of Assessments. The purpose of Regular and Special Assessments is to provide funds to maintain and improve the Common Areas and related facilities for the benefit of the Owners, and the same shall be levied for the following purposes: (i) to promote the health, safety and welfare of the residents occupying the Real Estate, (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage, lighting and landscaping within and upon the Common Areas, any Easement (which is the responsibility of the Association) and drainage system, and (iii) for the performance of the responsibilities specifically provided for herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the

Association is required to maintain. Any such fund shall be deposited in an interest-bearing account at a federally insured banking institution or in obligations fully guaranteed by the United States government, at the discretion of the Board of Directors.

8.2 Regular Assessments. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix from time to time the Regular Assessment against each Lot at any amount not in excess of the maximum amount as follows:

(i) Until December 31, 2002, the maximum Regular Assessment on any Lot for any calendar year shall not exceed One Thousand Five Hundred Dollars (\$1,500.00).

(ii) From and after January 1, 2003, the maximum Regular Assessment on any Lot for any calendar year may be increased by not more than fifteen percent (15%) above the Regular Assessment for the previous calendar year without a vote of the members of the Association as provided in the following subparagraph (iii).

(iii) From and after January 1, 2003, the Board of Directors of the Association may fix the Regular Assessment at an amount in excess of the maximum amount specified in subparagraph (ii) above only with the approval of a majority of those members of each class of members of the Association who cast votes in person or by proxy at a meeting of the members of the Association duly called for such purpose.

(iv) Each Lot (excluding any Lot owned by Developer and excluding Common Areas not located on any Lot) shall be assessed an equal amount for any Regular Assessment, excepting any proration for ownership during only a portion of the assessment period.

8.3 Special Assessments. In addition to Regular Assessments, the Board of Directors of the Association may make Special Assessments against each Lot, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Association may from time to time incur, but only with the assent of two-thirds (2/3) of the members of each class of members of the Association who cast votes in person or by proxy at a duly constituted meeting of the members of the Association called for such purpose. Notwithstanding the foregoing, no vote of the members shall be required for a Special Assessment assessed by the Association against a breaching Owner for reimbursement of costs incurred in connection with such Owner's breach of this Declaration.

8.4 No Assessment Against Developer During the Development Period. Neither the Developer nor any related entity shall be assessed any portion of any Regular or Special Assessment during the Development Period.

8.5 Date of Commencement of Regular or Special Assessments; Due Dates. The Regular Assessment or Special Assessment, if any, shall commence as to each Lot upon

conveyance of such Lot to an Owner who is not one of the persons named in Paragraph 8.4 above. At closing, the Owner shall pay an amount equal to one (1) year's Regular Assessment which shall be applied against the obligations set forth in this Article VIII.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at each annual meeting of the members of the Association for the next fiscal year. Written notice of the Regular Assessment, any Special Assessments and such other Assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all Assessments shall be established by the Board of Directors. The Board of Directors may provide for reasonable interest and late charges on past due installments of Assessments.

8.6 Failure of Owner to Pay Assessments.

(i) No Owner shall be exempt from paying Regular Assessments and Special Assessments due to such Owner's nonuse of the Common Areas or abandonment of the Lot belonging to such Owner. If any Owner shall fail, refuse or neglect to make any payment of any Assessment (or periodic installment of an Assessment, if applicable) when due, the lien for such Assessment (as described in Paragraph 8.7 below) may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. Any past due Assessments shall be subject to an interest charge at the rate of interest paid on judgments but not less than twelve percent (12%) per year. In any action to foreclose the lien for any Assessment, the Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot until resale of the Lot to a new Owner, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Lot, and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Assessments. The Board of Directors of the Association, at its option, may in the alternative bring suit to recover a money judgment for any unpaid Assessment without foreclosing or waiving the lien securing the same. In any action to recover an Assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot, costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees, paraprofessional fees and court costs) and interest from the date such Assessments were due until paid.

(ii) Notwithstanding anything to the contrary contained in this Paragraph 8.6 or elsewhere in this Declaration, any sale or transfer of a Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid Assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any Assessments (or periodic installments of such Assessments, if applicable) thereafter becoming due or from the lien therefor.

8.7 Certificates. The Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments or other charges against the Lot and the due date for payment thereof.

8.8 Enforcement Expenses Deemed a Special Assessment. If any Owner fails to perform its obligations and observe the covenants herein provided and such failure continues for thirty (30) days after written notice from Developer or the Association specifying such failure (or such longer period as may be required to cure any non-monetary failure provided that Owner shall have commenced and diligently and continuously pursued the cure of such failure), Developer or the Association may, but shall not be obligated to, cure such failure, entering upon the Lot as may be required to cause such cure. In such event, Developer or the Association, as applicable, shall be entitled to recover all costs and expenses incurred in connection with such failure and cure, including but not limited to reasonable attorneys' fees, paraprofessional fees and court costs, from the offending Owner and such amount shall be deemed a Special Assessment against the Lot owned by such Owner which, if unpaid, shall constitute a lien against such Lot and may be collected by the Association pursuant to this Article VIII in the same manner as any other Regular Assessment or Special Assessment may be collected.

ARTICLE IX INSURANCE

9.1 Casualty Insurance. The Association shall purchase and maintain "all risk" fire and extended coverage insurance in an amount equal to the full insurable replacement cost of any improvements owned by the Association. The Association shall also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable. Such insurance policy shall name the Association as the insured. The insurance policy or policies shall, if possible, contain provision that the insurer (i) waives its rights to subrogation as to any claim against the Association, its Board of Directors, officers agents and guests and (ii) waives any defense to payment based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

9.2 Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars (\$1,000,000) per occurrence. Such comprehensive public liability insurance shall cover injury and damage to person or property occurring on or about the Common Areas and shall inure to the benefit of the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate and the Developer.

9.3 Other Insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workers compensation and

occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including but not limited to officers' and directors' liability insurance.

9.4 Miscellaneous. The premiums for the insurance described above shall be paid by the Association as part of the Common Expenses.

ARTICLE X MAINTENANCE

10.1 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner of each Lot, including any builder during the building process, to keep the grass on the Lot properly cut and keep the Lot, including any Easements located on the Lot, free of weeds, trash or construction debris and otherwise neat and attractive in appearance, including, without limitation, the property maintenance of the exterior of any structures on such Lot. If the Owner of any Lot fails to do so in a manner satisfactory to the Association, the Association, after approval by a majority vote of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to clean, repair, maintain or restore the Lot, as the case may be, and the exterior of the improvements erected thereon. The cost of any such work shall be and constitute a Special Assessment against such Lot and the Owner thereof, whether or not a builder, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of Assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

10.2 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Association is required to maintain hereunder, the Association shall repair or replace the same to the extent of the availability of insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds or against such Owners who benefit by the Special Assessments if less than all benefit. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas, if, due to the willful, intentional or negligent acts or omissions of any Owner (including any builder) or of a member of the Owner's family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and constitute a Special Assessment against such Owner, whether or not a builder, and its Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of Assessments in general.

ARTICLE XI
MORTGAGES

11.1 **Notice to Mortgagees.** The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying unpaid Assessments and other defaults, if any, of the Owner of a Lot in the performance of the Owner's obligations under this Declaration or any other applicable documents.

11.2 **Notice to Association.** Any Mortgagee who holds a first mortgage lien on a Lot may notify the Secretary of the Association of the existence of such mortgage and provide the name and address of the Mortgagee. A record of the Mortgagee and name and address shall be maintained by the Secretary of the Association and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws of the Association or otherwise shall be deemed effectively given if mailed to the Mortgagee at the address shown in such record in the time provided. Unless notification of a Mortgage and the name and address of the Mortgagee are furnished to the Secretary, as herein provided, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws of the Association or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the By-Laws of the Association, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

11.3 **Mortgagees' Rights Upon Default by Association.** If the Association fails (i) to pay taxes, utility service charges or other charges that are in default and that have or may become liens against or impair services to the Common Areas, or (ii) to pay on a timely basis any premium on hazard insurance policies on Common Areas or to secure hazard insurance coverage for the Common Areas upon lapse of a policy, then the Mortgagee on any Lot may, upon thirty (30) days prior written notice to each of the President, Treasurer and Secretary of the Association, make the payment on behalf of the Association.

ARTICLE XII
AMENDMENTS

12.1 **By the Association.** Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) **Notice.** Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting of the members of the Association at which the proposed amendment is to be considered.

(ii) **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the vote required by Paragraph 12.1(iv) at a meeting of the members of the Association duly called and held in accordance with the provisions of the By-Laws.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than sixty-seven percent (67%) in the aggregate of all Owners; provided, that any such amendment shall require the prior written approval of Developer so long as Developer or any entity related to the Developer owns any Lot. In the event any Lot is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner, if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing Paragraph 11.2.

Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if the Mortgagee or a representative thereof fails to appear at the meeting in which such amendment is to be considered (if proper notice of such meeting was timely given to such Mortgagee) or if the Mortgagee does not send its written objection to the proposed amendment prior to such meeting. In the event that a proposed amendment is deemed by the Board of Directors of the Association to be one which is not of a material nature, the Board of Directors shall notify all Mortgagees, whose interests have been made known to the Board of Directors, of the nature of such proposed amendment, and such amendment shall be conclusively deemed not material if no Mortgagee so notified objects to such proposed amendment within thirty (30) days of the date such notices are mailed and if such notice advises the Mortgagee of the time limitation contained in this sentence.

12.2 By the Developer. Developer hereby reserves the right, during the Development Period, to amend this Declaration, without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Developer, including without limitation, to bring Developer or this Declaration into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof; to conform with zoning covenants and conditions; to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages; or to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto; provided that in no event shall Developer be entitled to make any amendment which has a material adverse effect on the rights of any Mortgagee, or which substantially impairs the rights granted by this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

12.3 Recording. Each amendment to this Declaration shall be executed by Developer only in any case where Developer has the right to amend this Declaration without any further consent or approval, and otherwise by the President or Vice President and Secretary of the Association; provided that any amendment requiring the consent of Developer shall contain Developer's signed consent. All amendments shall be recorded in the office of the Recorder of Hamilton County, Indiana, and no amendment shall become effective until so recorded.

12.4 Government Financing Entities' Approval. If there is financing provided for any of the Real Estate by the Federal Housing Administration, Veterans Administration, Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, and any of these entities requires that its consent be obtained prior to amending this Declaration or dedicating the Common Areas subject to this Declaration, then the Association shall first obtain the consent of such entity

ARTICLE XIII
MISCELLANEOUS

13.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in a Plat of the Real Estate now or hereafter recorded in the office of the Recorder of Hamilton County, Indiana, or zoning commitment shall be grounds for an action by Developer, the Association, any Owner and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions, restrictions or commitments. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys' fees, paraprofessional fees and court costs reasonably incurred by any party successfully enforcing such covenants, conditions, restrictions or commitments; provided, however, that neither Developer, any Owner nor the Association shall be liable for damages of any kind to any person for failing to enforce any such covenants, conditions, restrictions or commitments.

13.2 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party, including without limitation the Developer, to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions, restrictions or commitments enumerated in this Declaration or in a Plat of any part of the Real Estate or otherwise shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to it upon the occurrence, recurrence or continuance of such violation or violations.

13.3 Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate or any part thereof, and on all persons claiming under them, until December 31, 2050 and thereafter shall continue automatically until terminated or modified by vote of a majority of all Owners at any time thereafter; provided, however, that no termination of this Declaration shall affect any Easement hereby created and reserved unless all persons entitled to the beneficial use of such Easement shall consent thereto.

13.4 Severability. Invalidation of any of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

13.5 Titles. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall be used as an aid

to the construction of any provisions of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

13.6 Applicable Law. This Declaration shall be governed by the laws of the State of Indiana.

ARTICLE XIV
DEVELOPER'S RIGHTS

14.1 Access Rights. Developer hereby declares, creates and reserves an access license over and across all the Real Estate (subject to the limitations hereinafter provided in this Paragraph 14.1) for the use of Developer and its representatives, agents, contractors and affiliates during the Development Period. Notwithstanding the foregoing, the area of the access license created by this Paragraph 14.1 shall be limited to that part of the Real Estate which is not in, on, under, over, across or through a building or other improvement or the foundation of a building or other improvement properly located on the Real Estate. The parties for whose benefit this access license is herein created and reserved shall exercise such access easement rights only to the extent reasonably necessary and appropriate.

14.2 Signs. Developer shall have the right to use signs of any size during the Development Period and shall not be subject to any restrictions with respect to signs during the Development Period. The Developer shall also have the right to construct or change any building, improvement or landscaping on the Real Estate without obtaining the approval of the Architectural Review Committee at any time during the Development Period.

14.3 Sales Offices and Models. Notwithstanding anything to the contrary contained in this Declaration or a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Hamilton County, Indiana, Developer, any entity related to Developer and any other person or entity with the prior written consent of Developer, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Developer or such person or entity as, in the sole opinion of Developer, may be reasonably required to be convenient or incidental to the development of the Real Estate and the sale of Lots and the construction of residences thereon. Such facilities may include, without limitation, storage areas, parking areas, signs, model residences, construction offices and sales offices or trailers.

14.4 Delay in Construction of Residence. Unless a delay is caused by strikes, war, court injunction, or acts of God, the Owner of any Lot (which on the date of purchase is not improved with a residential building) shall commence construction of a residential building upon the Lot within two (2) years from the date the Owner acquired title thereto and shall complete construction of such residential building within one (1) year after the date of commencement of the building process, but in no event later than three (3) years after the date the Owner acquired title to the Lot unless such Lot is adjacent to a Lot upon which the Owner has constructed a residential building in which such Owner permanently resides. If the Owner fails to commence or complete construction

of a residential building within the time periods specified herein, or if the Owner should, without Developer's or the Association's written approval, sell, contract to sell, convey or otherwise dispose of, or attempt to sell, convey or otherwise dispose of the Lot before completion of construction of a residential building on the Lot, then, in any of such events, Developer or the Association may:

- (a) re-enter the Lot and divest the Owner thereof by tendering to the Owner or the Clerk of the Circuit Court of Hamilton County the lesser of (a) the same net dollar amount as was received by Developer from such Owner as consideration for the conveyance by Developer of the Lot, together with such actual costs, if any, as the Owner may prove to have incurred in connection with the commencement of construction of a residential building on the Lot, or (b) the then fair market value of the Lot, as determined by averaging two (2) appraisals made by two (2) qualified appraisers appointed by the Judge of the Circuit Court of Hamilton County, Indiana;
- (b) obtain injunctive relief to force the Owner to proceed with construction of a residential building in accordance with the Lot Development Plan approved by the Architectural Review Committee for the Lot; or
- (c) pursue such other remedies at law or in equity that may be available to Developer or the Association.

The failure of the Owner to apply for approval of, or receive approval from, the Architectural Review Committee of a Lot Development Plan shall not relieve such Owner from its obligation to commence and complete construction of a residential building on the Lot within the period provided herein. For the purposes of this Paragraph 14.4, construction shall be deemed completed when the exterior of the residential building on the Lot (including without limitation, the foundation, walls, roof, windows, entry doors, gutters, downspouts, exterior trim, paved driveway and landscaping) has been completed in accordance with the Lot Development Plan and a certificate of occupancy has been issued by the City of Carmel, Indiana.

IN WITNESS WHEREOF, this Declaration has been executed by Developer as of the date first above written.

CONLEY HOMES, INC.

By: 

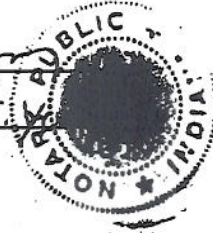
Steve Moed, President

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for the State of Indiana, personally appeared Steve Moed, by me known and by me known to be the President of Conley Homes, Inc., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of Williams Ridge for and on behalf of said corporation.

Witness my hand and Notary Seal this 6th day of November, 2002.

Elizabeth T. Young
Notary Public
Printed: Elizabeth T. Young



My Commission Expires:
August 7, 2009

My County of Residence is:
Marion

This instrument prepared by Elizabeth T. Young, Esq., Robinson Wolenty & Young, LLP, 8888 Keystone Crossing, Suite 710, Indianapolis, Indiana 46240, (317) 587-7820.

SCANNED
PAGES

WILLIAMS RIDGE ESTATES Secondary Plat

Exhibit A
A.M.D.

LAND DESCRIPTION:

A part of the Southeast Quarter of Section 32, Township 18 North, Range 4 East, Clay Township, Hamilton County, Indiana, being more particularly described as follows:

Beginning at the southwest corner of the Southeast Quarter of Section 32, Township 18 North, Range 4 East, Hamilton County, Indiana; thence North 00 degrees 14 minutes 26 seconds West (assumed bearing) on the west line of said Southeast Quarter 892.29 feet to a point on the south line of the real estate described in Instrument No. 98-11137 in the Office of the Recorder of Hamilton County, Indiana; thence South 73 degrees 16 minutes 41 seconds East on the south line of said real estate 341.60 feet to a point being 326.75 feet east of the west line of said Southeast Quarter (as measured parallel with the south line of said Southeast Quarter); thence South 00 degrees 14 minutes 26 seconds East parallel with said west line of said Southeast Quarter 795.55 feet to the south line of said Southeast Quarter; thence North 89 degrees 43 minutes 43 seconds West on said south line 326.75 feet to the Point of Beginning, containing 6.330 acres, more or less.

THE ABOVE DESCRIBED REAL ESTATE IS SUBJECT TO AND/OR TOGETHER WITH THE FOLLOWING:

Right-of-way for 116th Street

Easement for drainage and incidental purposes in favor of City of Carmel, per Deed Record 316, Page 44.

Easement for drainage and incidental purposes in favor of City of Carmel, per Deed Record 316, Page 602.

Easement for drainage and incidental purposes in favor of City of Carmel, per Deed Record 316, Page 226.

Subject to all other easements, restrictions, and rights-of-way of record.

Witness my signature this 28th day of October, 2002

[Handwritten Signature]



LOCAL
(IN)

WILLIAMS RIDGE ESTATES Secondary Plat

*Exhibit A
A.M.L.*

East Quarter of Section 32, Township 18 North, Range 4 East, Clay Township, Indiana, being more particularly described as follows:

Southwest corner of the Southeast Quarter of Section 32, Township 18 North, Clinton County, Indiana; thence North 00 degrees 14 minutes 26 seconds West on the west line of said Southeast Quarter 892.29 feet to a point on the said estate described in instrument No. 98-11137 in the Office of the Recorder Indiana; thence South 73 degrees 16 minutes 41 seconds East on the south line 341.60 feet to a point being 326.75 feet east of the west line of said parcel as measured parallel with the south line of said Southeast Quarter; thence South 4 minutes 26 seconds East parallel with said west line of said Southeast Quarter to the south line of said Southeast Quarter; thence North 89 degrees 43 minutes 43 seconds West on said south line 326.75 feet to the Point of Beginning, containing or less.

SAID REAL ESTATE IS SUBJECT TO AND/OR TOGETHER WITH THE FOLLOWING:

- 6th Street.
- Use and incidental purposes in favor of City of Carmel, per Deed Record 316.
- Use and incidental purposes in favor of City of Carmel, per Deed Record 316.
- Use and incidental purposes in favor of City of Carmel, per Deed Record 316.
- Easements, restrictions, and rights-of-way of record.

this *copy* of *Deed*, 2002

W.H.L.



LOCATION MAP
(No Scale)

1-5.dwg LAYOUT: Sheet 3 of 3 DATE/TIME: October 29, 2002 - 10:22am PLOTTED BY: ccorrea

Right-of-way for 116th Street.

Easement for drainage and incidental purposes in favor of City of Carmel, per Deed Record 316, Page 44.

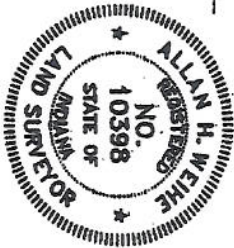
Easement for drainage and incidental purposes in favor of City of Carmel, per Deed Record 316, Page 602.

Easement for drainage and incidental purposes in favor of City of Carmel, per Deed Record 316, Page 226.

Subject to all other easements, restrictions, and rights-of-way of record.

Witness my signature this 29th day of October, 2002

Allan H. Weithe, Reg. L.S. - Indiana No. 10398



Under the authority provided by Indiana Code 36-7-4-710, and ordinance adopted by the Common Council of the City of Carmel, Indiana, this plot was given approval by the City of Carmel, Indiana as follows:

Granted Administrative approval by the Department of Community Services pursuant to Article XI of the Carmel/Clay, Plg. Commission Rules of Procedure on the 30 day of October, 2002.

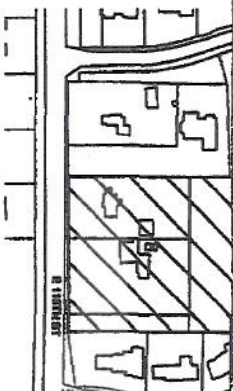
By: Michael P. Hurlbaugh, Director
Department of Community Services
For the City of Carmel, Indiana

This plot was given the approval of the board of public works and safety of the City of Carmel, Indiana, at a meeting held:

Date: 11-06-02

James Brainard, Mayor
Mary Ann Kunkle, Municipal Clerk

Carli Watson



LOCATI (No)

The undersigned, Conley Homes, Inc., the owner on this plot, by Steven L. Moed, its Manager the same in accordance with the within Set

This subdivision shall be known and designe

This subdivision consists of 6 lots, numbered as Common Area A and two areas designated all as shown on the within plot. The size rights-of-way is shown in figures denoting Common Areas subject to variable width La. and Utility Easements.

All streets shown hereon and not heretofore dedicated to the public for its use.

Witness my signature this 29 day of October, 2002
Steven L. Moed, Manager, Conley Homes, Inc.

State of Indiana)
County of Shelburne) SS:

Before me, the undersigned, a notary public personally appeared, Steven L. Moed, Manager, and acknowledged the execution of this instrument purposes hereon expressed.

Witness my hand and seal this 29 day of October, 2002
S. Michele Foster

(3)

... and incidental purposes in favor of City of Carmel, per Deed Record 316, ...
... and incidental purposes in favor of City of Carmel, per Deed Record 316, ...
... and incidental purposes in favor of City of Carmel, per Deed Record 316, ...
... easements, restrictions, and rights-of-way of record.

... this 29 day of October 2002
Steve Burke
g. L.S. - Indiana No. 10398

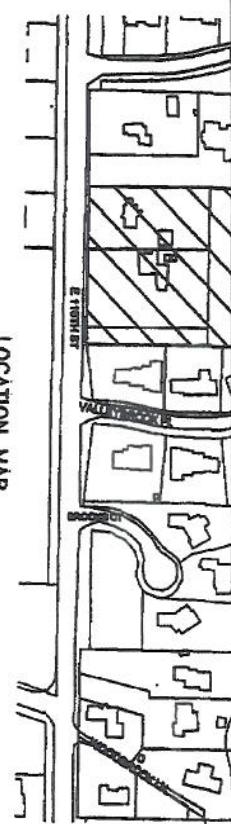


... provided by Indiana Code 36-7-4-710, and ordinance adopted by the Common
... of Carmel, Indiana, this plot was given approval by the City of Carmel, Indiana as

... approval by the Department of Community Services pursuant to Article XI of the
... permission Rules and Procedure on the 30 day of October 2002.
Steve Burke
g. L.S. - Indiana No. 10398

... the approval of the board of public works and safety of the City of Carmel, Indiana,

Steve Burke
g. L.S. - Indiana No. 10398
Steve Burke
g. L.S. - Indiana No. 10398
Steve Burke
g. L.S. - Indiana No. 10398



The undersigned, Conley Homes, Inc., the owner of record of the real estate described
on this plot, by Steven L. Moed, its Manager, does hereby layoff, plot, and subdivide
the same in accordance with the within Secondary Plot of Williams Ridge Estates.

This subdivision shall be known and designated as WILLIAMS RIDGE ESTATES.

This subdivision consists of 6 lots, numbered 1 through 6, and one area designated
as Common Area A and two areas designated as Blocks A & B, together with streets,
all as shown on the within plot. The size of the lots and the width of the street,
rights-of-way is shown in figures denoting feet and decimal parts thereof. All
Common Areas subject to variable width Landscaping, Mounding, Drainage, Sanitary,
and Utility Easements.

All streets shown hereon and not heretofore dedicated to the public are hereby
dedicated to the public for its use.

Witness by signature this 29 day of October 2002

Steven L. Moed, Manager, Conley Homes, Inc.

State of Indiana
County of Shelburne) SS:

Before me, the undersigned, a notary public in and for said County and State,
personally appeared, Steven L. Moed, Manager of Conley Homes, Inc., who
acknowledged the execution of this instrument as his voluntary act and deed for the
purposes hereon expressed.

Witness my hand and seal this 29 day of October 2002

Michelle K. Stimpson
Notary Public



For the City of Carmel, Indiana

This plot was given the approval of the board of public works and safety of the City of Carmel, Indiana, at a meeting held:

Date 11-06-02

Lois Brainerd
Jeffrey Brainerd, Mayor
Margaret Burke
Mary Ann Burge, Member
Steve Corley
Diana Cordroy, Clerk Treasurer

Ron Watson

Member

This plot is subject to Covenants, Conditions, and Restrictions for the Williams Ridge Estates Subdivision as recorded in Instrument Number _____ in the Office of the Recorder of Hamilton County, Indiana.

Source of Title: Inst. #2002-8929, Inst. #87-49056, D.B. 271, Pg. 288

Carmel/Clay Plan Commission Docket Numbers: 70-02 PP, 71-02 SP & 70-02a SW

State of Indiana)
County of Shelburne) SS:

Before me, the undersigned, a notary personally appeared, Steven L. Meed, acknowledged the execution of this instrument for the purposes hereon expressed.

Witness my hand and seal this 29

Spindel K. St

My Commission expires: 1/10

My County of Residence: SP

Owner / Subdivider:
Corley Homes, Inc.
P.O. Box 3154
Carmel, Indiana 46082
Phone: (317) 846-7709
Fax: (317) 818-9024

(5)

Primary Services
Carmel, Indiana

the approval of the board of public works and safety of the City of Carmel, Indiana.

Mayor *Richard R. Watson*
City Clerk *Corley*
Treasurer *Corley*

to Covenants, Conditions, and Restrictions for the Williams Ridge Estates Subdivision
Instrument Number _____ in the Office of the Recorder of Hamilton County.

#2002-8929, Inst. #87-49056, D.B. 271, Pg. 288

Commission Docket Numbers: 70-02 PP, 71-02 SP & 70-02a SW

State of Indiana)
County of *Shelburne*) SS:

Before me, the undersigned, a notary public in and for said County and State, personally appeared, Steven L. Moeel, Manager of Conley Homes, Inc., who acknowledged the execution of this instrument as his voluntary act and deed for the purposes hereon expressed.

Witness my hand and seal this *29* day of *October*, 2002

My Commission expires: *12-1-8*
My County of Residence: *Shelburne*



Owner / Subdivider:
Conley Homes, Inc.
P.O. Box 3154
Carmel, Indiana 46082
Phone: (317) 846-7709
Fax: (317) 818-9024

Surveyor:
Weihe Engineers, Inc.
Allan H. Weihe, President
10505 North College Avenue
Indianapolis, Indiana 46280
Phone: (317) 846-6611

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200400003040
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
01-14-2004 At 12:17 pm.
AMEND DECL 12.00

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② more

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WILLIAMS RIDGE ESTATES**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WILLIAMS RIDGE ("Amendment") is made as of the 1st day of January, 2004 by CONLEY HOMES, INC., an Indiana corporation ("Developer").

WITNESSETH:

WHEREAS, Developer made that certain Declaration of Covenants, Conditions and Restrictions dated and recorded November 6, 2002 as Instrument No. 200200083529 in the office of the Recorder of Hamilton County, Indiana (the "Declaration"); and

WHEREAS, Developer desires to rename the Williams Ridge subdivision;

NOW THEREFORE, Developer hereby makes this Amendment:

1. Amendment to Title and recitations. The title of the Declaration and the first whereas paragraph are hereby amended by deleting the subdivision name "Williams Ridge" from each and replacing it with the name "Williams Ridge Estates".
2. Amendment to Article I, subparagraph (a.) "Architectural Review Committee". Article I, subparagraph (a.) is hereby amended by correcting the reference of "Article VI, paragraph 6.1" to "Article VII, paragraph 7.1".
3. Amendment to title and second paragraph. The title of the Declaration and the second paragraph are hereby amended by deleting the subdivision name "Williams Ridge" from each and replacing it with the name "Williams Ridge Estates".
4. Amendment to Article I, subparagraph (b.) "Association". Article I, subparagraph (b.) is hereby amended by deleting "Williams Ridge Homeowners Association" and substituting the following in lieu thereof: "Williams Ridge Estates Owners Association".
5. Incorporation. All terms and provisions of the Declaration shall remain in full force and effect except as specifically amended or modified by this Amendment.
6. Definitions. Except to the extent expressly provided herein, the terms used in this Amendment shall have the definitions set forth in the Declaration.
7. Effective Date. The effective date for the provisions of this Amendment shall be the date of execution hereof.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to Declaration of Covenants, Conditions and Restrictions to be executed as of the day and year first above written.

DEVELOPER:

CONLEY HOMES, INC.

By: *Steven L. Moed*
Steven L. Moed, President

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

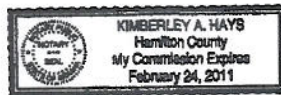
Before me, a Notary Public, in and for the State of Indiana, personally appeared Steven L. Moed, by me known and by me known to be the President of Conley Homes, Inc., who acknowledged the execution of the foregoing Amendment for and on behalf of said corporation.

Witness my hand and Notary Seal this 14th day of January, 2004.

Kimberly A. Hays
Notary Public
Printed: KIMBERLEY A. HAYS

My Commission Expires:

My County of Residence is:



This Instrument prepared by: Elizabeth T. Young, Esq., Robinson, Wolenty & Young, LLP, 8888 Keystone Crossing, Suite 710, Indianapolis, Indiana 46240.