

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

THE RIDGE ON WILLIAMS CREEK

THIS DECLARATION is made this ____ day of _____, 2021, by
TMK Development, LLC, an Indiana limited liability company (the "Developer").

RECITALS

1. Developer is the owner of certain real estate more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Estate"). The Real Estate was acquired by the Developer pursuant to that certain Deed dated _____, and recorded on _____ as Instrument No. _____, in the Office of the Recorder of Marion County, Indiana.

1. Developer has subdivided the Real Estate into residential lots as generally shown on the Plat for "The Ridge on Williams Creek" as recorded on _____, in the Office of the Recorder of Marion County, Indiana as Instrument No. _____.

2. Developer desires to subject the Real Estate to certain rights, privileges, covenants, conditions, restrictions, easements, and liens for the purpose of preserving and protecting the value and desirability of the Real Estate for the benefit of each owner of all or any part thereof.

3. Developer further desires to create an organization to which shall be delegated and assigned, among other things, the powers of administering and enforcing the covenants, conditions and restrictions contained in this Declaration and the Plat of the Real Estate as recorded in the Office of the Recorder of Marion County, Indiana.

NOW, THEREFORE, Developer hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the following provisions, agreements, covenants, conditions, restrictions, easements, and liens, which shall run with the land and shall 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 the Real Estate, or any part thereof.

DECLARATION

4. NAME

The name by which the Real Estate shall be known is "The Ridge on Williams Creek".

5. DEFINITIONS

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

5.1 "Association" means The Ridge on Williams Creek Homeowners Association, Inc., an Indiana not-for-profit corporation, which Developer has caused or will cause to be incorporated, its successors and assigns.

5.2 "Common Areas" means (i) all areas designated on any Plat of all or any part of the Real Estate as Common Areas, including all Lake Common Areas, (ii) all portions of the Real Estate (including improvements thereto) shown on any Plat of all or any part of the Real Estate which are not Lots and which are not dedicated to the public, and (iii) all facilities and personal property owned or leased by the Association from time to time.

5.3 "Common Expense" means and refers to the expenses of administration of the Association, and expenses for the upkeep, maintenance, repair, and replacement of the Common Areas, and all sums lawfully assessed against the Owners by the Association, and all sums, costs, and expenses declared by this Declaration to be Common Expenses.

5.4 "Developer" means TMK Development, LLC, and any successors or assigns of it whom it designates in one or more written recorded instruments to have the rights of Developer hereunder, including, without limitation, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Developer.

5.5 "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the later of the following: (i) the date Developer no longer owns any Lot within or upon the Real Estate or (ii) the date which is three (3) years after the date on which all improvements and installations required by the applicable Subdivision Control Ordinance, have been completed and, if applicable, accepted for public maintenance by all appropriate governmental units or agencies thereof.

5.6 "Drainage Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Drainage Easements, either separately or in combination with any other easement designated on such Plat.

5.7 "Lake Common Areas" mean those portions of the Real Estate (including improvements thereto) designated on the Plat as Lake Common Area, which may serve as retention and/or detention basins.

5.8 "Landscape Easements" means those areas designated on any Plat of all or any part of the Real Estate as Landscape Easements, either separately or in combination with any other easement designated on such Plat.

5.9 "Lot" means any numbered parcel of land shown and identified as a Lot on any Plat of all or any part of the Real Estate.

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

5.11 "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, 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.

5.12 "Plat" means the subdivision plat of the Real Estate identified as the Plat for "The Ridge on Williams Creek" as recorded in the office of the Recorder of Marion County, Indiana (as the same may be amended or supplemented from time to time).

5.13 "Utility Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Utility Easements, either separately or in combination with any other easement designated on such Plat.

5.14 "Sewer Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Sewer Easements, either separately or in combination with any other easement designated on such Plat.

6. APPLICATION

All Owners, their tenants, guests, invitees and mortgagees, or any other person using or occupying a Lot or any 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.

The Owner of any Lot and all other persons, (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from

Developer or a subsequent Owner of such Lot, or (ii) by the act of occupancy of such 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 such deed, execution of such contract or undertaking of such occupancy, each Owner and all other persons acknowledge the rights and powers of Developer and the Association provided for by this Declaration, and also for himself, his heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Developer and the Owners from time to time of the Lots, to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration.

7.

PROPERTY RIGHTS

7.1 Owners' Easement of Enjoyment of Common Areas. Developer hereby declares, creates, and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas (except for such portions of the Common Areas, if any, as to which, in accordance with other provisions hereof, the use, enjoyment, and benefit is limited to the Owner of certain designated Lots to the exclusion of other Lots), which shall run with and be appurtenant to each Lot, subject to the following:

(1.i) The right of the Association (after conveyance of the Common Areas to the Association) to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer, upon approval of seventy percent (70%) of the membership of each class of members of the Association;

(1.ii) The rights of Developer as provided in this Declaration and in any Plat of all or any part of the Real Estate;

(1.iii) The terms and provisions of this Declaration; and

(1.iv) The easements reserved elsewhere in this Declaration or in any Plat of all or any part of the Real Estate.

Without limiting the generality of the foregoing, each Owner, his tenants, invitees, and guests, shall have, and is hereby granted, a non-exclusive easement and right to ingress to, and egress from and access between his Lot and 96th Street, for pedestrian and vehicular traffic, upon, over and across the private streets shown, or to be shown, on any Plat of all or any part of the Real Estate (herein referred to as the "Streets"). In addition to the Owners, their tenants, invitees, and guests, all public and quasi-public vehicles, including but not limited to, police, fire, and other emergency vehicles, trash and garbage collection vehicles, post office vehicles, and privately owned delivery vehicles, shall have the right to enter upon and use the Streets for ingress to, egress from, and access between the Lots and 96th Street in the performance of their duties and services.

7.2 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association and any reasonable rules and regulations promulgated from time to time by the Association, his right of enjoyment of the Common Areas to his family members, his tenants or contract purchasers who reside on the Lot.

7.3 Conveyance of Common Areas. Developer shall convey all of its rights, title and interest in and to the Common Areas to the Association by quitclaim deed free and clear of all encumbrances (other than the lien of nondelinquent real estate taxes), and such Common Areas shall then be the property of the Association.

7.4 Utility Easements. Developer hereby declares, creates and reserves the Utility Easements for the use of all public utility companies (not including transportation companies), adjoining property owners pursuant to the terms of recorded easements, governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. No permanent structures, except walks or driveways, shall be erected or maintained upon said Utility Easements except as set forth herein.

7.5 Drainage Easements. Developer hereby declares, creates and reserves the Drainage Easements (i) for the use of Developer during the Development Period for access to and installation, repair or removal of a drainage system, either by surface drainage (including retention and detention basins) or appropriate underground installations, for the Real Estate and adjoining property, (ii) for the use of the Association and any governmental agency having jurisdiction thereover for access to and maintenance, repair or replacement of such drainage system, and (iii) for use by the owners of adjoining property for purposes of providing drainage for such adjoining property pursuant to the terms of recorded easements; provided, however, that each Owner of a Lot subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the surface water drainage will be unimpeded. No permanent structures, except walks or driveways to the extent permitted by applicable laws, shall be erected or maintained upon said Drainage Easements except as set forth herein.

7.6 Access Rights. Developer hereby declares, creates and reserves an access easement over and across the entirety of the Real Estate (subject to the limitations hereinafter provided in this paragraph 4.6): (i) for the use of all public utility companies (not including transportation companies) and governmental agencies for access to the Utility Easements created and reserved herein, and (ii) for the use of Developer, or its designees, during the Development Period and for the use of the Association and any governmental agency having jurisdiction thereover for access to the Drainage Easements, Sewer Easements and Landscape Easements created and reserved herein. Notwithstanding the foregoing, the area of the access easement created by this paragraph 4.6 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 located on the Real Estate. The parties for whose benefit this access easement is herein created and reserved shall exercise such access easement rights only to the extent reasonably necessary and appropriate.

7.7 Common Areas. The Association shall be responsible for the maintenance and upkeep of the Common Areas (including, but not limited to, repairs to and replacement of equipment and improvements located on or in the Common Areas).

7.8 Landscape Easements. Developer hereby declares, creates, and reserves the Landscape Easements for the use of the Developer and the Association for access to and installation, repair, replacement, and removal of signs advertising and referencing the name of the subdivision and landscaping; provided, that Developer and the Association shall not have any obligation to install any such signs or landscaping. No permanent structures shall be erected or maintained upon said Landscape Easements except as set forth herein and no landscaping shall be planted or maintained upon said Landscape Easements that obscures or blocks the view of any signs located upon said Landscape Easements from any adjoining rightofway. The Association shall be responsible for the maintenance and upkeep of landscaping, equipment, and improvements, if any, located on or in the Landscape Easements.

7.9 Sewer Easements. Developer hereby declares, creates, and reserves the Sewer Easements for the use of Developer during the Development Period and for the use of the Association and any governmental agency having jurisdiction thereover for access to, installation, maintenance, repair or removal of sewer lines, mains, stations, manholes and other equipment and facilities for the furnishing of sewer services. No permanent structure, except walks and driveways to the extent permitted by applicable laws, shall be erected or maintained upon said Sewer Easements except as set forth herein.

7.10 Lake Common Areas. Developer hereby declares, creates, and reserves the Lake Common Areas for the common visual and aesthetic enjoyment of the Owners; use by Developer during the Development Period for the installation of retention and detention ponds or lakes; use as retention and detention ponds or lakes; and use by the Association for the management and control of retention and detention ponds or lakes and the installation, maintenance and repair of such retention and detention ponds or lakes.

7.11 Construction and Conveyance of Streets. Developer has constructed, or will construct, the Streets at the approximate locations shown on the Plat, and, prior to the conveyance of any particular Lot, Developer covenants that it will cause the Streets or necessary portion(s) thereof to be improved from the dedicated public street known as 96th Street, to a point at least as far as the furthest `intersecting lot line of such particular Lot, and that it will convey (if not theretofore so conveyed) such portion(s) of the Streets to the Corporation by a special warranty deed from and clear of all liens and encumbrances except the lien of current real estate taxes and assessments, legal highways and rights-of-way, all easement, covenants, conditions, restrictions, and other matters of record, and any rights, interests, and easements therein referred to herein or in any Plat of the Real Estate.

7.12 Real Estate Taxes. Real estate taxes on each Lot, and on any dwelling unit or other improvements on each Lot, are to be separately assessed and taxed to each Lot and shall be paid by the Owner of such Lot. Any real estate taxes or other assessments against the Common Areas shall be paid by the Association and treated as a Common Expense.

7.13 Utilities. Each Owner shall pay for his own utilities, which, to the extent possible, shall be separately metered to each Lot and dwelling unit. Utilities which are not separately metered to an Owner's Lot or dwelling unit shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Association.

7.14 Maintenance, Repairs, and Replacements by Owners. Each Owner shall, at his own expense, be responsible for, and shall promptly perform as the need therefor arises, all maintenance, repairs, decoration, and replacement of his own dwelling unit, both interior and exterior. In addition, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot, except for such portions thereof as may, in accordance with the terms of this Declaration, be designated as a part of the Common Areas for purposes of maintenance only. All fixtures and equipment installed within or as part of a dwelling unit, commencing at the points where the utility lines, pipes, wires, conduits, or systems enter the Lot upon which said dwelling unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Lot and dwelling unit which, if neglected, might adversely affect any other Lot or dwelling unit or any part of the Common Areas. Such maintenance and repairs include but are not limited to internal water lines, plumbing, electric lines, gas lines, appliances, and all other fixtures, equipment, and accessories belonging to the Owner and a part of or appurtenant to his dwelling unit or Lot.

7.15 Maintenance, Repairs, and Replacements by the Association. Maintenance, repairs, replacements, and upkeep of the Common Areas shall (except to the extent provided herein as the obligation of Owners) be furnished by the Association, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses. The Board of Directors may adopt rules and regulations concerning maintenance, repair, use, and enjoyment of the Common Areas as it deems necessary, provided that the same are not inconsistent with the express provisions of this Declaration. Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Areas (or items deemed Common Areas for purposes of maintenance), if, due to the willful, intentional, or negligent acts or omissions of an Owner or of a member his family or of a guest, tenant, invitee, or other occupant or visitor of such Owner, damage shall be caused to the Common Areas (or items deemed as such for purposes of maintenance), or if maintenance, repairs, or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Association, 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 become a part of the assessment to which such Owner's Lot is subject. The authorized representative of the Association, the Board, and the Managing Agent for the Association (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs, or replacements of or to the Common Areas and items deemed as Common Areas for purposes of maintenance, including, but not limited to, access to any easements reserved, granted, or created by any subdivision plat of any portion of the Real Estate for such purposes.

8.

RESTRICTIONS, COVENANTS, AND REGULATIONS

The following covenants and restrictions on the use and enjoyment of the Lots, dwelling units, and Common Areas shall be in addition to any other covenants or restrictions contained herein and in the Plat, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation.

8.1 Residential Use Only. Except as expressly permitted by paragraph 5.11, every Lot is a residential lot and shall be used exclusively for single-family residential purposes.

8.2 Building and Setback Lines. Building lines are established on the Plat(s) of the Real Estate. No structure or part thereof, other than walks and drives, shall be erected or maintained between such building lines and the Lot lines of said Lot. Side Lot lines are established in accordance with the applicable zoning ordinances, applicable to the respective Lots or any variance granted therefrom, unless a greater setback line is established on any Plat. In the event a building is erected on more than one Lot, this restriction shall apply to the side lines of the extreme boundary of the multiple Lots.

8.3 Subdivision of Lots. No Lot shall hereafter be subdivided into parcels for additional residential purposes.

8.4 Accessory and Temporary Buildings. No trailers, shacks, outhouses, detached storage sheds, tool sheds or other outbuilding of any kind shall be erected or situated on any Lot.

8.5 Motor Vehicle Repair. The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot, unless entirely within a garage permitted to be constructed by these covenants, conditions, and restrictions. No Owner shall repair or store any inoperative motor vehicle or make any material alteration of any motor vehicle in or on any public street that abuts a Lot.

8.6 Vehicle Storage and Swimming Pools. No camper, motor home, semitruck or cab, trailer, recreational vehicle, or boat of any kind may be stored on any Lot in open public view. No above-ground pools shall be permitted or erected on any Lot.

8.7 Antenna. All antennas and satellite dishes shall be affixed to the primary residential structure located on the respective Lot involved and shall not exceed twenty-four (24) inches in diameter.

8.8 Noxious or Offensive Trade. No noxious, unlawful, or otherwise offensive trade or activity shall be carried on upon any Lot; nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8.9 Garbage and Refuse Disposal. Owners shall not dump any trash, waste, refuse or other objectionable matter upon any Lot, easement, or street within the Real Estate. All trash, garbage and refuse stored on any Lot shall at all times be stored in covered sanitary receptacles. There shall be no burning of trash and no open fires, except fires in a grill or fire ring.

8.10 Weeds and Vegetation. Lot owners shall not permit the growth of weeds and shall always keep their Lots reasonably clear from unsightly weeds and growth.

8.11 Business Activity. No business buildings shall be erected on any Lot, and no business may be conducted on any part thereof, other than the home occupations permitted by applicable zoning ordinances and regulations.

8.12 Exterior Lighting. No exterior lighting shall be directed outside the boundaries of any Lot, nor shall any lighting be used which constitutes more than normal convenience lighting.

8.13 Laundry. The use of outdoor drying apparatus for drying laundry shall not be permitted on any Lot. Clotheslines shall not be strung or hung between trees and shrubbery on any Lot.

8.14 [RESERVED]

8.15 Site Obstructions. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two (2) feet and six (6) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street and property lines and a 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 lines extended. The same site line limitation shall apply to any Lot within ten (10) feet from the intersection of the street line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of site lines.

8.16 Animals. No animals, livestock or poultry shall be raised, bred, or kept on any Lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

8.17 Size of Structures. Except as expressly permitted by paragraph 5.4, no structure shall be erected, altered, placed, or permitted to remain on any Lot, other than one detached single-family dwelling.

8.18 Driveways. All driveways on any Lot shall be paved with either asphalt or concrete simultaneously with the construction of a residence thereon or as soon as weather permits if weather conditions prohibit paving at the time of construction of the residence.

8.19 Compliance with Drainage Requirements. Each Owner of a Lot shall comply at all times with the provisions of any drainage plan as approved for the Plat(s) of all or any part of the Real Estate by any governmental agency having jurisdiction thereover and the requirements of all drainage permits for the Plat(s) of all or any part of the Real Estate issued by any such agency.

8.20 Trees. The initial Owner of a Lot (other than Developer) shall plant at least ten (10) conifer trees of a two-inch caliper on its Lot and each Owner of a Lot shall maintain and replace, if necessary, such trees.

8.21 Garages. All residences constructed on any Lot shall have a three (3) car garage.

8.22 Fencing. All fencing (including its style, color and placement) shall be subject to approval by the Developer until the end of the Development Period and thereafter by the Committee.

8.23 Lake Common Areas. Notwithstanding anything contained in this Declaration to the Contrary:

(23.i) No permanent or temporary structures or improvements shall be constructed or located in or on the Lake Common Areas except for structures and improvements constructed or installed by the Developer or the Association;

(23.ii) No owner of any Lot shall do or permit any action or activity in or about the Lake Common Areas which could result in the pollution thereof, diversion of water, change in elevation of the water level, silting, adverse change in the water quality, drainage, or otherwise impair the use of the Lake Common Areas for drainage and related purposes; and

(23.iii) No swimming, motorized boating or other similar activity shall be conducted in, on or above the Lake Common Areas; provided that non-motorized boats, such as kayaks are permitted to be used in the Lake Common Areas, but such boats shall not be stored or kept in any Common Area.

8.24 Leasing. No Lot or structure thereon shall be leased, rented or subleased in whole or in part by any Owner except that the entire Lot and structures thereon may be leased by the Owner thereof pursuant to the terms and conditions of a written lease agreement that has been approved as to form and general content by the Board of Directors of the Association and for a lease term (exclusive of renewal and option periods) of at least one (1) year.

9.

ASSOCIATION

9.1 Membership. Developer and each Owner shall, automatically upon becoming an Owner, be and become a member of the Association and shall remain a member of the Association until such time as his ownership of a Lot ceases, at which time his membership will terminate and the new Owner of his Lot shall be and become a member of the Association.

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

(2.i) Class A Members. Class A members shall be all Owners other than Developer (unless the Class B membership has been converted to Class A membership as provided in the following subparagraph (ii), in which event Developer shall then be a Class A member). Class A members shall be entitled to one (1) vote for each Lot owned.

(2.ii) Class B Members. The Class B member shall be the Developer and all successors and assigns of Developer designated by Developer as Class B members in a written notice mailed or delivered to the resident agent of the Association. Each Class B member shall be entitled to five (5) votes for each Lot owned. 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), and each former Class B member shall be entitled to one (1) Class A membership for each Lot owned and for each individually numbered parcel of land shown upon, and identified as a lot on, any recorded subdivision plat of the Real Estate of which it is then the owner (either as to the entire numbered parcel or any part thereof) which is not a "Lot" as defined herein.

(2.iii) Special. Until the Applicable Date, there shall be two (2) additional Special members of the Association, being the persons from time to time appointed by Developer to serve on the "Initial Board" pursuant to Section 6.5 hereof. Persons who are Special members shall not be deemed or considered members of the Association nor Owners of Lots for any purpose other than to qualify to act as members of the Initial Board. Special members shall have no voting rights on any matters submitted to a vote of the members (unless such Special members is also a Class A member, in which event his voting rights shall be governed by subsection (i) of this Section 6.2).

9.3 Applicable Date. As used herein, the term "Applicable Date" shall mean the date which is the earlier of (a) the date upon which the written resignation of the Class B members as such is delivered to the registered agent of the Association; or (b) the date the Developer no longer owns any Lots nor any portion of any individually numbered parcel of land shown upon and identified as a lot on the Plat; or (c) December 31, 2031 (the first to occur of such dates being herein referred to as the "Applicable Date").

9.4 Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be members of the Association, but the vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves, but in no event shall more than one (1) vote (in the case of Class A membership) be cast with respect to such Lot.

9.5 Board of Directors.

(5.i) The Board of Directors of the Association shall manage the affairs of the Association. No person shall be eligible to serve as a member of the Board of Directors unless he is or is deemed in accordance with this Declaration to be, an Owner, including a person appointed by Developer as provided in this Section 6.5.

(5.ii) The initial Board of Directors shall be composed of the persons designated or to be designated in the Articles for the Association, to wit: Thomas M. Kretz and Jacqueline A. Kretz (herein referred to as the "Initial Board"), all of whom have been or shall be appointed by Developer. Notwithstanding anything to the contrary contained in, or any other provisions of, this Declaration, the Articles for the Association, the By-Laws for the Association, or any applicable laws: (a) the Initial Board shall hold office until the first meeting of the members of the Association occurring on or after the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such first meeting occurring on or after the Applicable Date, ever such vacancy shall be filled by a person appointed by Developer, who shall thereafter be deemed a member of the Initial Board.

(5.iii) Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a dwelling unit by any type of juridic acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed Developer as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote, and to vote as Developer determines, on all matters as to which members of the Association are entitled to vote under the Declaration, the Articles of the Association, the By-Laws of the Association, or any applicable laws. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Developer to fill a vacancy, shall be deemed a Special member of the Association and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a member of the Association nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a member of the Association).

(5.iv) Where an Owner consists of more than one person or is a partnership, corporation, trust, or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee, shall be eligible to serve on the Board of Directors, except that no single Lot or dwelling unit may be represented on the Board of Directors by more than one person at a time.

(5.v) Subject to the provisions of subsection (ii) herein, the entire membership of the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first meeting of the members occurring on or after the Applicable Date provided herein. After the Applicable Date, each member of the Board of Directors shall be elected for a term of one (1) year. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of subsection (ii) herein as to the

Initial Board, any vacancy or vacancies occurring on the Board shall be filled by a vote of a majority of the remaining members of the Board or by a vote of the Owners if a Director is removed in accordance with subsection (vi). The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified.

(5.vi) A Director or Directors, except the members of the Initial Board, may be removed with or without cause by a vote of a majority of the vote entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

(5.vii) The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Association, including but not limited to, providing for the administration of the Real Estate, the management, maintenance, repair, upkeep, and replacement of the Common Areas (unless the same are otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common Expenses. After the Applicable Date, the Board may, on behalf of the Association, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall determine, in its judgment and discretion, to be reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to, all duties and obligations imposed upon the Association or the Board under this Declaration, the Articles of the Association, the By-Laws of the Association, any applicable law, or any recorded subdivision plat of the Real Estate, whether heretofore or hereafter recorded.

(5.viii) The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(5.ix) to employ a Managing Agent to assist the Board in performing its duties;

(5.x) to purchase, lease, or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor, and service as may be necessary in the judgment of the Board of Directors;

(5.xi) to employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

(5.xii) to employ, designate, discharge, and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair, and replacement of the Common Areas and to perform all other maintenance, upkeep, repair, and replacement duties of the Association and the Board;

(5.xiii) to include the costs of performing all of its functions, duties, and obligations as Common Expenses and to pay all of such costs therefrom;

(5.xiv) to open and maintain a bank account or accounts in the name of the Association;

(5.xv) to promulgate, adopt, revise, amend, and alter from time to time such additional rules and regulations with respect to use, occupancy, operation, and enjoyment of the Real Estate and Common Areas (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners; and

(5.xvi) to grant to such public or private companies, entities, or bodies as the Board shall approve, such easements as may be necessary to provide the Lots, dwelling units, and Common Areas with facilities for utility and similar services, including but not limited to cable television and internet facilities and services; provided that such easements are located within or are co-extensive with any one or more easements, or Common Areas shown upon, and identified as such on, or provided for in, any subdivision plat of the Real Estate, whether such plat is heretofore or hereafter recorded.

(5.xvii) After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$5,000.00 without obtaining the prior approval of a majority of the cumulative vote of the Owners, except that in the following cases such approval shall not be necessary:

(5.xviii) contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of the insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;

(5.xix) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

(5.xx) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

(5.xxi) No Director shall receive any compensation for his services as such, except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

(5.xxii) 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 exercised in carrying out their duties and responsibilities as Directors and officers, except for their own individual willful misconduct, bad faith, or gross negligence; nor shall any such Directors and officers have any liability for any negligent performance of their duties from which they are granted immunity under Indiana Code 34-30-4-2. The Association shall indemnify and hold harmless and defend each of the Directors

and officers against any and all liability to any person, firm, or corporation against any and all liability to any person, firm, or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors and officers shall have no personal liability with respect to any contract made by them on behalf of the Association.

(5.xxiii) The Association shall indemnify, hold harmless, and defend any person, his heirs, assigns, and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director or officer of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director or officer is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director or officer the reasonable costs of settlement of or judgment rendered in any action, suit, or proceeding, if it shall be found by a majority vote of the Owner that such Director or officer was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit, or proceeding against a Director or officer, no Director or officer shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his 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 the Managing Agent (if any) or any other officer or employee thereof, 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 or officer be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

(5.xxiv) The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Association, and any other officers as the Board 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 shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

(5.xxv) Notwithstanding anything to the contrary contained in this Declaration, Developer shall have, and Developer hereby reserves to itself, the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform all the functions of the Association, until the Applicable Date. Developer may, at its option, engage the services of a Managing Agent affiliated with it to perform such functions and, in either case, Developer or such Managing Agent shall be entitled to reasonable compensation for its services.

9.6 Responsibilities of the Association. The responsibilities of the Association include, but shall not be limited to, (a) the administration and enforcement of the covenants, conditions and restrictions contained in this Declaration, (b) the maintenance and upkeep of the

Common Areas, Drainage Easements and Landscape Easements, (c) the payment of all assessments and charges against the Common Areas, and (d) maintaining the policies of insurance required to be maintained by the Association by this Declaration.

9.7 Covenant for Assessments. Each Owner (other than Developer) of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with costs of collection and reasonable attorneys' fees and interest from the date such assessments are due at the rate equal to the "prime interest rate" then in effect as publicly quoted or published by Horizon Bank of Noblesville, Indiana, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with costs of collection and reasonable attorneys' fees and interest from the date such assessments are due at the rate equal to the "prime interest rate" then in effect as publicly quoted or published by Horizon Bank of Noblesville, Indiana, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

9.8 Purpose of Assessments. The assessments levied by the Association shall be used exclusively (a) for the maintenance and upkeep of the Common Areas, Drainage Easements and Landscape Easements (including, but not limited to, repairs to and replacement of equipment and improvements located on or in the Common Areas, Drainage Easements and Landscape Easements), (b) to pay the premiums for the policies of insurance maintained by the Association, (c) to promote the health, safety and welfare of the residents occupying the Real Estate, (d) to pay all assessments and charges against the Common Areas, and (e) for the performance of the responsibilities and duties of the Association. A portion of the annual assessments may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any equipment or improvements located on or in the Common Areas, Drainage Easements or Landscape Easements.

9.9 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than Developer), the maximum annual assessment shall be Three Thousand Dollars (\$3,000.00) per Lot.

(9.i) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than Developer), the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum annual assessment for the previous year without a vote of the membership of the Association.

(9.ii) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than Developer), the maximum annual assessment may be increased above ten percent (10%) by a vote of seventy percent (70%) of each class of members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

(9.iii) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum annual assessment.

9.10 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of collecting or reimbursing in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Areas, Drainage Easements or Landscape Easements provided that any such special assessment shall have the assent of seventy percent (70%) of the votes of each class of members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

9.11 Notice and Quorum for Any Action Authorized Under Paragraphs 6.9 and 6.10. Written notice of any meeting of the members of the Association called for the purpose of taking any action requiring a vote of the members of the Association under paragraphs 6.9(ii) or 6.10 shall be sent to all members of the Association not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast at least sixty percent (60%) of all the votes of each class of membership of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be onehalf (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

9.12 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

9.13 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot to an Owner other than Declarant. Notwithstanding anything contained in this Declaration to the contrary, Developer shall not be responsible for, and no Lot owned by Developer shall be subject to, annual assessments or special assessments. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date(s) shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

9.14 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 the rate equal to the "prime interest rate" then in effect as publicly quoted or published by Horizon Bank of Noblesville, Indiana. The Association may bring an action at law against the Owner personally obligated to pay the same, together with costs of collection and reasonable

attorneys' fees, to recover a money judgment and such amounts may be further enforced by imposition of a lien and foreclosure of such lien against such Owner's Lot in the manner that mechanics liens are imposed and foreclosed in Indiana. Any lien sought to be imposed pursuant to this paragraph 6.16 shall be perfected upon the filing in the office of the Recorder of Marion County, Indiana, at any time after the date payment is due, a notice of the intention to hold a lien in the same manner that a notice of intention to hold a mechanic's lien is filed in Indiana.

9.15 Subordination of the Lien to Mortgages. The lien of the assessments provided for in paragraph 6.14 shall be subordinate to the lien of any mortgage on the Lot. Sale or transfer of any Lot shall not affect the lien of the assessments provided for in paragraph 6.14. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of the assessments provided for in paragraph 6.14 as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. MORTGAGES

10.1 Notice to Association. Any Mortgagee who places a first mortgage lien upon a Lot may notify the Secretary of the Association of the existence of such mortgage and provide the name and address of such Mortgagee. A record of such 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 such Mortgagee at the address shown in such record in the time provided. Unless notification of any such Mortgagee and the name and address of 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.

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

11. INSURANCE

11.1 Casualty Insurance. The Association shall purchase and maintain fire and extended coverage insurance in an amount equal to the full replacement cost of all improvements, if any, owned by the Association or which the Association is required to maintain hereunder. If the Association can obtain such coverage for a reasonable amount, it shall also obtain "all risk coverage." Such insurance policy shall name the Association as the insured. Such insurance policy or policies shall contain provisions that (i) the insurer waives its rights to subrogation as to any claim against the Association, its Board of Directors, officers, agents and

employees, any committee of the Association or of the Board of Directors, and all Owners and their respective agents and guests and (ii) waives any defenses based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for repair or replacement of the property for which the insurance was carried.

11.2 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 and NO/100 Dollars (\$1,000,000.00) per occurrence. Such comprehensive public liability insurance shall cover all of the Common Areas and Easement areas and shall insure 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, all Owners and all other persons entitled to occupy any Lot. Such public liability insurance policy shall include a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

11.3 Other Insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workmen's 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.

12.

AMENDMENT

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

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

(1.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 the votes of all Owners.

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

(1.iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy percent (70%) in the aggregate of the votes of all Owners; provided, however, that any such amendment shall require the prior written approval of Developer so long as Developer owns any Lots within and upon the Real Estate. 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 7.1.

12.2 By Developer. Developer hereby reserves the right so long as Developer, or any entity related to Developer, owns any Lot within and upon the Real Estate to make such amendments to this Declaration as may be deemed necessary or appropriate by Developer, without the approval of any other person or entity, in order to bring Developer into compliance with the requirements of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof, or 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 Federal Housing Administration, the Veterans Administration or any other governmental agency 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 Developer shall not be entitled to make any amendment which is prohibited by applicable statute, or which has a materially adverse effect on the rights of any Mortgagee, or which substantially impairs the benefits of this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

12.3 Recording. Each amendment to the 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 Marion County, Indiana, and no amendment shall become effective until so recorded.

13.

The Ridge on Williams Creek Development Control Committee

13.1 Creation. There shall be, and hereby is, created and established "The Ridge on Williams Creek Development Control Committee" (the "Committee") to perform the functions provided to be performed by it hereunder or under the Plat. Until the Applicable Date, the Developer, or not more than three (3) persons designated by it, shall constitute the Committee. After the Applicable Date, the Committee shall have a standing committee of the Association consisting of three (3) or more persons as may, from time to time, be provided in the Association By-Laws. If the Association By-Laws do not, at any time, provide for the Committee, then the Board shall be and constitute the Committee.

13.2 Character of the Real Estate.

(2.i) In General. Every Lot in the Real Estate, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed, or permitted to remain upon any of said

residential lots except a single-family dwelling house and such outbuildings and other improvements, appurtenances, and facilities as are usual and customary accessory uses to a single-family dwelling house. Prior to the commencement of any construction or demolition activity on a Lot, a delineation of the building area for each Lot shall be submitted to the Committee for approval by the Committee, and all trees outside the building, driving, and parking areas shall be designated by type and size and shall not be removed unless approved by the Committee upon proof of unusual hardship in the practical utilization of the Lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and rights-of-way. Trees inside the building area which are designated by the Committee as having special value shall not be destroyed but shall be moved to other areas of the Lot at the Owner's expense, unless they exceed 12" in diameter and cannot be moved. Unpermitted removal or destruction of trees by an Owner or his successors in title, other than by acts of God or circumstances beyond the Owner's control, shall, within ninety (90) days after notice in writing from the Committee, be replaced by the Owner, at his expense, with a tree and type and size established by the Committee, and upon failure to do so, the Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the Lot collectable in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien. For purposes of executing this covenant, an easement for ingress and egress shall be and hereby is reserved on each Lot for the performance thereof. Adequate physical barriers, such as straw bales or snow fence, shall be provided by builders to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements. Pruning of trees outside the building line shall be permitted subject to the review and approval of the Committee and shall be undertaken only by qualified persons having adequate equipment to properly protect and preserve such trees. In addition to individual site plan restrictions and tree preservation administered by the Committee, platted building lines, minimum distances between buildings and minimum front, side, and rear building lines shall be as established on any plat of the Real Estate. All construction upon the Real Estate shall be done in compliance with the requirements of all applicable zoning, building, and other governmental laws, ordinances, codes, and other regulations.

(2.ii) Accessory Outbuildings. No accessory outbuildings or other accessory uses or improvements shall be erected on any of the Lots prior to the erection thereon of a single family dwelling unit. No metal outbuildings, no sheds, no greenhouses, or other similar outbuildings shall be permitted on any Lot. Second garages, pool houses, and guest houses may be permitted on a Lot, but only upon prior approval of the Committee. All outbuildings must be of the same design and materials as the primary structure and shall be subject to the approval of the Committee.

(2.iii) Occupancy and Residential Use of Partially Completed Dwelling House Prohibited. No dwelling unit constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the dwelling unit shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties.

13.3 Restrictions and Obligations Concerning Size, Placement, and Maintenance of Dwelling Units and Other Structures.

(3.i) Minimum Living Space Areas. The minimum square footage of living space of dwelling units constructed on the Lots shall be as specified on the Plat.

(3.ii) Set-Back Requirements. Set-back and yard size requirements for Lots shall be as set forth on the Plat.

(3.iii) Mailboxes. In order to aid in the preservation of aesthetic appearances within the Real Estate, any mailbox installed on the Real Estate must be approved by the Committee as to size, location, height, and composition before it is installed. A standard mailbox design will be prepared by the Committee, and such design shall be the standard for all mailboxes installed on the Real Estate. Notwithstanding the foregoing, until or unless the U.S. Postal Service allows placement of individual mailboxes on specified Lots, custom mailboxes for all Lots shall be provided to match the existing mailboxes on a structure to be located at or near the entrance to the community; such mailboxes at the entrance to the community shall be procured, installed, and maintained by the Association as a Common Expense.

(3.iv) Exterior Construction. The finished exterior of every dwelling unit and other building constructed or placed on any Lot shall be of material other than aluminum siding, vinyl siding, rollbrick siding, or any other similar artificial material. All materials used on the exterior of any dwelling unit and any other building improvements on a Lot shall be subject to the approval of the Committee. All driveways must be paved from their point of connection with the abutting street or road to their point of connection with the garage apron.

(3.v) Heating Plants and Garages. Every dwelling unit located on the Real Estate must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the dwelling unit. Every dwelling unit located on the Real Estate must have at least a three-car garage, attached or detached, and of the same architectural design and materials as the dwelling unit.

(3.vi) Diligence in Construction. Every building whose construction or placement on any Lot is begun shall be completed within eighteen (18) months after the beginning of such construction or placement, unless written timeline estimates from the builder or landscaper are provided and approved by the Committee. 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.

(3.vii) Prohibition of Used Structures. All structures constructed or placed on any Lot shall be constructed with substantially all new materials, and no structures shall be relocated or placed on any such Lot. Notwithstanding the foregoing, reclaimed lumber, non-structural steel, or other similar building materials may be used, subject to prior approval by the Committee.

(3.viii) Maintenance of Lots and Improvements. The Owner of any Lot 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:

(3.ix) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds and, in any event, no less frequently than once each month during the months of April through October, inclusive, of each year;

(3.x) Remove all debris or rubbish;

(3.xi) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;

(3.xii) Cut down and remove dead trees;

(3.xiii) Where applicable, prevent debris and foreign material from entering drainage areas;

(3.xiv) Keep the exterior or all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and

(7) Within sixty (60) days following completion of a dwelling unit on a Lot, the Owner shall landscape the Lot, weather permitting.

(8) Lawn Maintenance (motorized, including mowers, trimmers, blowers) shall be restricted to Monday through Friday, 9:00 a.m. until 7:00 p.m., and on Saturdays and Sundays between 10:00 a.m. until 5:00 p.m. This restriction does not include Emergency Services, such as tree or snow removal, or other such services as related to Storm Damage.

(3.xv) Developer's and the Association's Right to Perform Certain Maintenance. In the event that any Owner of a Lot shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these restrictions and the provisions of the Plat, the Developer, until the Applicable Date, and thereafter, the Association, shall have the right, but not the obligation, by and through its agents and 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 and the provisions contained in the Plat. The cost thereof to the Developer or the Association shall be collected as a special assessment against such Owner and his Lot in the manner provided for herein for the collection of Common Expenses. Neither the Developer nor 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.

13.4 Provisions Respecting Disposal of Sanitary Waste.

(4.i) Nuisances. No outside toilets shall be permitted on any Lot (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed.

(4.ii) Construction of Sanitary Sewage Lines and Disposal Facilities. All sanitary sewage lines and disposal facilities on the Lots shall be designed, constructed, installed, and maintained in accordance with the provisions and requirements of Marion County, Indiana, and

any other governmental or quasi-governmental agencies having jurisdiction over public sanitary sewers (if such sewers are available to service the Lots) and these restrictions.

13.5 General Prohibitions. In addition to any restrictions or limitations contained elsewhere in this Declaration or in the Plat, the following limitations, restrictions, and prohibitions shall govern the development, use, and occupancy of the Real Estate:

(5.i) In General. No noxious or offensive activities shall be carried on on any Lot, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot.

(5.ii) Signs. Except as otherwise permitted by the Plat or the Committee, or as may otherwise be permitted (in terms of applicable dates, number, location, and sizes of such signs) by applicable law as it relates to political or campaign signs, no signs or advertisements shall be displayed or placed on any Lot or structures without the prior written approval of the Committee.

(5.iii) Animals. No animals shall be kept or maintained on any Lot except usual household pets, and, in such cases, such household pets shall be kept reasonably confined so as not to become a nuisance and on a leash when elsewhere than on the Owner's Lot within the Real Estate.

(5.iv) Vehicle Parking. No trucks, campers, trailers, recreational vehicles, boats, boat trailers, or similar vehicles shall be parked on any Streets of Lot, unless the same are parked in a garage.

(5.v) Garbage, Trash, and Other Refuse. No Owner of a Lot shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his Lot except as may be permitted by subsection (vi) below. All houses shall be equipped with a garbage disposal unit.

(5.vi) Fuel Storage Tanks and Trash Receptacles. No tanks for storage of fuel shall be permitted to be stored, installed, or maintained on any Lot. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be installed underground or shall be so placed and kept as not to be visible from any Streets within the Real Estate at any time, except at the times when refuse collections are being made.

(5.vii) Model Homes. No Owner of any Lot, other than Developer, shall build or permit the building upon his Lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer. Such permission is hereby granted to any home building company affiliated with or designated by Developer for construction of a model home on any Lot owned by Developer or any such affiliate or designee.

(5.viii) Temporary Structures. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any Lot, nor shall any overnight camping be permitted on any Lot. Notwithstanding the foregoing, temporary building trailers may be permissible during construction of a dwelling unit on a Lot, subject to prior approval by the Committee.

(5.ix) Ditches and Swales. It shall be the duty of every Owner of every Lot on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed (both by improvements and plat material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this sub-section (ix).

(5.x) Wells and Septic Tanks. No water wells shall be drilled on any of the Lots, nor shall any septic tanks or other sewage disposal systems be installed on any of the Lots; provided that each Lot Owner shall be required to purchase and install necessary and appropriate sewer grinder equipment, subject to prior approval by the Committee in relation to the Owner's exterior Lot plans.

13.6 Committee's Functions.

(6.i) Statement of Purposes and Powers. The Committee shall regulate the exterior design, appearance, use, location, and maintenance of land subject to these restrictions, and improvements thereon, in such a manner as to preserve and enhance values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and to provide for the proper functioning of the storm drainage system for the Real Estate. For these purposes, the Committee may, from time to time and at any time, make, amend, and modify such rules, regulations, and guidelines as it may deem necessary or desirable to guide Owners as to the terms, conditions, procedures, and requirements of the Committee for the submission and approval of items to it. Such rules, regulations, and guidelines may, in addition, set forth additional specifications to those set forth herein or in the Plat, so long as the same are not inconsistent with this Declaration or the Plat. Attached hereto as Exhibit B and hereby incorporated herein by reference are the initial "Architectural Guidelines" adopted by Developer as the initial Committee.

(6.ii) Generally. No dwelling, building, structure, or improvement of any type or kind shall be constructed or placed on any Lot without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be made 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 the location of all 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. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed (and existing) landscaping, together with any other material 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 1/4" = 1' and all plot plans shall be drawn to a scale of 1" = 30', or to such other scale as the Committee shall require. There shall also be submitted, where applicable, such other permits or reports as may be required under this Declaration. The following drawings shall be considered minimum for approval study:

(6.iii) Site plan which includes complete topographic study, location of all trees, existing and proposed structures, drives, proposed (or existing) sanitary sewage disposal system location, utility service, terraces and all landscape details (including size of all plantings and type); and

(6.iv) Foundation plan, floor plans, cross-sections, exterior elevations, interior elevations, electrical drawings, interior details, and complete specifications for all materials to be used both inside and outside the house, building, structure, or other improvement.

(6.v) Power of Disapproval. The Committee may refuse to grant permission to construct, place, or make the requested improvement, when:

(6.vi) the plans, specifications, drawings, or other material submitted are, themselves, inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions or any rules, regulations, or guidelines adopted by the Committee;

(6.vii) the design or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures in the sole opinion of the Committee; or

(6.viii) the proposed improvement, or any part thereof, would, in the sole opinion of the Committee, be contrary to the interests, welfare, or rights of all or any of the other Owners.

(6.ix) Change, Modification, Amendment of Rules, Regulations, and Guidelines. Any rules, regulations, and guidelines at any time made by the Committee (including the initial “Architectural Guidelines” attached as Exhibit B to this Declaration) may be changed, modified, and amended by the Committee at any time, and from time to time, on a prospective basis; provided, however, that no such change, modification, or amendment shall be applied by the Committee retroactively as to any construction theretofore completed nor as to the construction of any improvement which has previously been formally approved by the Committee if such construction has been commenced or is commenced within ninety (90) days after such change, modification, or amendment is effective. Any rules, regulations, or guidelines adopted and made by the Committee, and any changes, modifications, or amendments of any such rules, regulations, and guidelines at any time made by the Committee, shall be set forth in a written instrument and recorded in the office of the Recorder of Marion County, Indiana, and shall be effective upon such recording; provided, however, that the making, adoption, change, modification, and amendment of any such rules, regulations, or guidelines by the Committee shall not be considered or deemed to be amendments of this Declaration requiring the consent or approval of any Owners, Mortgages, or other persons.

(6.x) 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. One copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons therefor.

(6.xi) Liability of Committee. Neither the Committee, nor any member thereof, nor any agent thereof, nor the Developer shall be responsible in any way for any defects in any plans, specifications, or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it have made, any representation nor warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

(6.xii) Inspection. The Committee and the Developer may inspect work being performed to assure compliance with these restrictions, the restrictions contained in the Plat, and applicable regulations. However, neither the Committee, nor any member thereof, nor the Developer, nor any agent or contractor employed or engaged by the Committee or the Developer, shall be liable or responsible for defects or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the Committee or the Developer shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

13.7 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 unit, he shall 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 unit shall be treated as a single Lot for the purpose of applying these restrictions to said Lots, so long as, and only so long as, the Lots remain improved with one single dwelling unit.

13.8 Developer's Exclusive Right to Build. In order to promote and assure consistently high quality and architecturally harmonious design and construction of all dwelling units on all Lots, Developer, or any home building company affiliated with or designated by Developer, shall have the sole and exclusive right to design and construct all such dwelling units on all Lots and to perform all original construction associated with the construction of any dwelling unit on a Lot, and each person acquiring a Lot shall acquire, hold, and own such Lot subject to such exclusive right of Developer or its affiliate or designee to design and construct the dwelling unit on such Lot, unless Developer expressly waives such exclusive right in writing and such waiver is recorded in the Office of the Recorder of Marion County, Indiana. Developer's right to perform original design and construction shall not extend to future additions to or remodeling of a dwelling unit; provided, however, nothing contained herein shall be construed as a waiver of Developer's or the Committee's right to review and approve plans and specifications for such future additions as provided in this Declaration. Developer hereby designates Homes by Design, Inc. as the home building company having the sole and exclusive right to construct a dwelling unit on each Lot, which designation shall remain in effect until Developer rescinds the same or designates another affiliate or designee for such purpose by executing and recording a statement to such effect in the Office of the Recorder of Marion County, Indiana. If the Owner of any Lot does not enter into a definitive and binding contract with Developer or its affiliate or designee for the construction of a dwelling unit on such Lot within six (6) months after acquisition of such Lot, then Developer shall have the exclusive right and option (but not the obligation) to repurchase the Lot from the Owner or his successor(s) for

an amount equal to the original purchase price of the Lot, less: (i) the cost of a title insurance policy for Developer or its nominee; (ii) the cost of brokers' and real estate agents' fees and commissions, if any; and (iii) Developer's other actual and reasonable costs and expenses in repurchasing the Lot, including reasonable attorneys' fees. To exercise this option, Developer shall deliver written notice to the Lot Owner of its intent to exercise the option, designating a reasonable place and time for closing the repurchase of the Lot. The repurchase of the Lot shall be accompanied by a warranty deed from the Owner to Developer or its nominee, subject only to exceptions set forth in the original conveyance from Developer to Owner, a Vendor's Affidavit, and such other documents as are reasonably necessary to complete the repurchase. Developer shall be entitled to satisfy any liens or encumbrances on the Lot and set off the amount against the repurchase price payable by Developer. This option shall not impair or affect any other rights of Developer under this Declaration and shall terminate as to each Lot upon completion of the construction of a dwelling unit on the Lot by Developer or its affiliate or designee. If Developer does not exercise its option to repurchase the Lot within six (6) months after such option becomes effective, then Developer's option to repurchase said Lot shall expire and the Owner shall have the right to transfer the Lot to any other person; however the exclusive right of Developer or its affiliate or designee to construct a dwelling unit on the Lot shall remain in full force and effect as to any such transferee and shall constitute a covenant running with such Lot which shall be and remain binding thereon and on each and every Owner thereof and his successors. Developer's option to repurchase also shall be reinstated as to any subsequent Owner of an unimproved Lot.

14.

GENERAL PROVISIONS

14.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in any Plat of all or any part of the Real Estate 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, or restrictions. 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 reasonable attorneys' fees incurred by any party successfully enforcing such covenants and restrictions; provided, however, that neither Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out any such covenants, conditions or restrictions.

14.2 Government Enforcement. No government agency, including the City of Indianapolis and Marion County, or their successors and assigns, shall have any right, power or authority, to enforce any covenants, conditions, restrictions or other limitations contained in any Plat of all or any part of the Real Estate or in this Declaration other than those covenants, conditions, restrictions or limitations that expressly run in favor of such government agencies.

14.3 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions or restrictions enumerated in this Declaration or in any

Plat of all or any part of the Real Estate shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuance of such violation or violations of such covenants, conditions or restrictions.

14.4 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 parties, entities and persons 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, 2031 and thereafter shall be automatically be extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by vote of the majority of the then Owners of the Lots within and upon the Real Estate, it is agreed that this Declaration shall be terminated in its entirety; provided, however, that no termination of the Declaration shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

14.5 Severability. Invalidation of any of the covenants, conditions or restrictions contained in this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

14.6 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.

14.7 Applicable Law. This Declaration shall be governed, interpreted, construed, and regulated by the laws of the State of Indiana.

14.8 Sales Offices and Models. Notwithstanding anything to the contrary contained in this Declaration or any Plat of all or any part of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, Developer, any entity related to Developer and any other person or entity with the prior written consent of Developer shall, during the Development Period, 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 or 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; provided, that such facilities shall comply with applicable laws and ordinances.

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

TMK DEVELOPMENT, LLC,
an Indiana limited liability company

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)

COUNTY OF MARION) SS:
)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of _____, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of _____ in such capacity.

WITNESS my hand and Notarial Seal this ____ day of _____, ____.

Notary Public

Printed Name

My Commission Expires:

I am a resident of _____
County, Indiana.

This instrument was prepared by William E. Kelley, Jr., Drewry Simmons Vornem, LLP, 736 Hanover Place, Suite 200, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. William E. Kelley, Jr., Drewry Simmons Vornehm, LLP, 736 Hanover Place, Suite 200, Carmel, Indiana 46032.

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
ARCHITECTURAL GUIDELINES

THE RIDGE ON WILLIAMS CREEK CONTROL COMMITTEE
GUIDELINES FOR ARCHITECTURAL CONTROL

INTRODUCTION

Pursuant to the Declaration of Covenants and Restrictions of The Ridge on Williams Creek (herein referred to as the “Declaration”), The Ridge on Williams Creek Development Control Committee (herein referred to as the “Committee”) is charged with the responsibility of preserving and enhancing the values of properties subject to the Declaration, of maintaining a harmonious relationship among structures and the natural vegetation and topography of said properties, and of providing for the proper functioning of the storm drainage system for said properties. For these purposes, the Committee has the right to regulate the exterior improvements thereon, subject to the Declaration. In order to satisfy this responsibility, the Committee has the right to take the following action:

- a. Approve or disapprove plans and specifications for all proposed construction on land subject to the Declaration.
- b. Approve or disapprove plans and specifications for all improvements of property on land subject to the Declaration.

The following guidelines for all construction on and improvement of the land subject to the Declaration are hereby adopted by the Committee for guidance to property owners in preparing and submitting plans and specifications to the Committee for its consideration. These guidelines may be changed, modified, and amended by the Committee at any time, and from time to time, in accordance with the procedure therefor set forth in the Declaration.

NOTE: NO NEW CONSTRUCTION OR IMPROVEMENT TO AN EXISTING STRUCTURE MAY BE INITIATED WITHOUT PRIOR WRITTEN APPROVAL FROM THE COMMITTEE.

While the Declaration provides that the Committee shall have up to thirty (30) days for the approval or rejection of submitted plans, the Committee will make every effort to complete its review process in a shorter period when necessary to accommodate the needs of the property owners.

I. **CONSTRUCTION APPROVAL**

In order to create and maintain a high quality residential development on the subject property, certain criteria for all construction has been established by the Committee.

1. GENERAL REQUIREMENTS FOR CONSTRUCTION

While detailed construction requirements may vary by specific areas or sections of the property, the general requirements are set forth below.

- a. Square Footage. All sections or areas for single family residents have minimum square footage requirements which are or will be specified on the recorded plat of the property. The square footage of a residence as referred to on such plat shall not include porches, terraces, garages, carports, accessory buildings or basements.
- b. Tree Preservation. The Declaration provides that no tree shall be removed without the prior written approval of the Committee and such approval shall only be granted upon proof of unusual hardship in the practical utilization of the Lot. Accordingly, all plot plans submitted to the Committee for approval shall designate thereon all trees greater than eight inches (8"). In addition, every reasonable consideration must be given for home and driveway placement in order to preserve any tree with a diameter greater than eight inches (8"). The removal or destruction of any such trees without the consent of the Committee shall result in liability of the owner of such lot to replace said trees with trees of like kind, quality, and size.
- c. Colors and Materials of Homes. Materials used on the exterior of homes and improvements are subject to the approval of the Committee, and all exterior colors are, generally, to be consistent with the Architectural Guidelines outlined in Section II below and further be compatible with other structures in or planned for the immediate area.
- d. Front Yards. By applicable zoning ordinance, the "front yard" of a lot is considered to be that area between the public street frontage and the house regardless of how the house is faced. For purposes of these guidelines and the Declaration, where access to a lot is by means of a private (rather than public) street, "front yard" shall be considered to be the area between such private street frontage and the house.
- e. Erosion Control and Tree Protection Measures. During periods of construction of a home or improvements on a lot, the builder shall provide adequate physical barriers such as straw bales or snow fencing in order to protect trees from damage by construction equipment and related activities. In addition, builders shall be required to exercise erosion control measures to prevent silt transportation to the main drainage ways. Builders shall provide appropriate temporary seeding of disturbed earth areas and temporary wood or straw bale dams to restrict silt-sediment transportation. The owner or owners of a lot shall be responsible for the performance of all requirements of these guidelines by builders and contractors employed or engaged by or through such owner or owners.
- f. Sanitary Sewage Disposal Systems. Pursuant to the Declaration, no septic tanks or other sewage disposal systems are to be installed on any lot. Accordingly, all plot plans or site plans submitted to the Committee for its approval shall contain full and complete details regarding the proposed connection to (or existing) sanitary sewage disposal system for the lot.

- g. Storm Water Drainage. To aid in the efficient operation of the sanitary sewage disposal system serving a lot and the storm water drainage system of the entire property subject to the Declaration, all water discharged from improvements on such lot (other than sanitary sewage discharge), including, but not limited to, water discharged from or through roofs, downspouts, sump pumps, gravity drains, water treatment and geothermal devices, patios, pool decks and tennis courts, shall be directed and controlled so that such water does not discharge toward, onto, over, across or under the absorption field (if any) of the sanitary sewage disposal system serving such lot. The site plan or plot plan for a lot submitted to the Committee and the Committee's designated Civil Engineer for their approval shall reflect compliance with the foregoing provisions.

2. PLANS AND SPECIFICATIONS TO BE SUBMITTED TO COMMITTEE

In order to properly review proposed construction the Committee has established the following minimum specifications. All plans and specifications must be submitted for approval IN DUPLICATE.

- a. All plans, drawings and blueprints of proposed homes, additions, or other improvements to or upon a lot are to be of professional quality and drawn to a scale of not less than 1/4"-1'. All plot plans shall be drawn to a scale of not less than 1" – 30'. The following drawings shall be considered minimum for approval study by the Committee:
- (1) Site plan which includes complete topographic study, location of all trees, proposed structures, drives, sanitary sewage disposal system location, utility service, terraces, and all landscape details (including size and type of all plantings); grinder locations must coincide with the location of the pre-installed that is hooked into the main sewer line, as referenced on the plat for The Ridge on Williams Creek.
 - (2) Foundation plan, floor plans, cross-sections, exterior elevations, interior elevations, electrical drawings, interior details, and complete specifications for all materials to be used both inside and outside the house and any other improvements.
- b. The following plans are to be submitted for each element of construction: front elevation, rear elevations, side elevations, floor plan of each floor, foundation plan, and interior details and elevations and sections.
- c. Specifications of or for all exterior building material., i.e., stone, wood, etc., shall be shown on or submitted with the plans.
- d. The site plan shall show and identify the following items: proposed location of house and driveway on lot: location of any easements; location of proposed fences, screening, walkways, walls, and complete landscape details showing type and size of all plantings, existing and proposed grades, location, size and species of all trees, and the type of the trees designated on the plot plan. NOTE: A sample plot plan is available for review by contacting the Committee.

3. METHOD OF APPROVAL OR DISAPPROVAL

The Committee shall review plans and specifications submitted to it by reference to a "Checklist of Compliance", a copy of the form of which is attached to these Guidelines. Upon approving a set of plans, the Committee shall stamp both sets of plans "Approved, The Williams Creek Development Control Committee, By _____, Date _____" and keep one set of plans for its files. The second set of plans bearing such approval shall be returned to the lot owner, together with the Checklist as approved by the Committee. If the Committee disapproves the plans, written notice of such fact shall be given to the lot owner and shall specify the reason or reasons for such disapproval.

II. ARCHITECTURAL GUIDELINES

General Aesthetics and Design Types: The Ridge on Williams Creek's general architectural aesthetic features Modern, Mountain Modern, or Contemporary structures. These design types utilize clean lines and elements such as concrete, black or corten steel, warm woods such as cedar or reclaimed wood, natural stone, and extensive glazing. Several examples of this building style can be made available to prospective owners and their architects by the architectural committee upon request. Many of the common areas and protected lands have been designed to mimic areas in the Pacific Northwest, or mountain resorts typical of Colorado or Wyoming, and it is the Committee's desire to maintain this aesthetic in the homes built at The Ridge on Williams Creek and the landscape around them.

As noted previously, any new building or improvement or any addition to an existing building or an exterior alteration or change to an existing building must have the prior written approval of the Committee before any work is undertaken. The Committee has established the following guidelines for specific types of construction and improvements on land subject to the Declaration. Any addition, exterior alteration or change to an existing building shall be compatible with the design character of the original building. Any new detached structures (if permitted) shall be compatible with the existing structure.

1. FENCES, WALLS AND SCREENING

It is the goal of the Committee to keep all fencing or screening as harmonious as possible with the architectural character of the community. No fence or screen will be approved if its installation will obstruct necessary sight lines for vehicular traffic. Undue obstruction of view or other amenities from adjoining properties will be taken into consideration by the Committee when reviewing fences for approval. Except for decorative fences, fences shall not be nearer to the front of a home than the rear foundation line of a home. The Committee discourages fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other property owners. The Committee shall have the right to require landscaping on the exterior side of all solid fencing on a lot (i.e., on the sides of such fencing facing away from the house on such lot). Fences may be privately installed but must be constructed to professional levels of quality. Non-professionally installed fences will be inspected by the Committee after completion in order to insure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review.

- a. Height restriction. The Committee is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the community is damaged by a proliferation of fences of excessive height. The Committee, therefore, will approve fences up to 4 feet in height which otherwise meet these guidelines. The Committee will give consideration, however, to a variance in the height limit where the rear line of a lot abuts a major arterial roadway or other clearly unique circumstances exist. The use of 6 foot fences around small patio areas of a backyard of a home in order to secure privacy for the immediate patio area will be permitted. Fencing must also follow applicable Marion County/City of Indianapolis specifications and permitting requirements. The Committee is not and cannot be held liable for any fence approvals that do not also adhere to such governing law or requirements, it being expressly the lot owner's responsibility to confirm that fencing meets all applicable laws, rules, and regulations.

The specific fence height restrictions are as follows:

- (1) Property fencing and walls above grade shall not exceed 4 feet above grade unless otherwise approved by the Committee.
- (2) The Committee will not ordinarily approve any proposed fence which exceeds 4 feet in height unless the rear line of that lot abuts a major arterial roadway or offers some other circumstance clearly unique to that lot.
- (3) Patio screens/privacy fences shall not exceed 6 feet in height.

b. Materials and finish.

- (1) Wood fencing or screening will be approved if the design is in conformity with the architectural design of the community, subject to the Committee's right to require landscaping on the exterior sides thereof.
- (2) The Committee will not approve an application for the installation of a chain link or other galvanized metal fencing.
- (3) All fencing or screening should preferably have finished material on both sides. If only one side has finished materials, that side must face the public side or adjoining property.
- (4) Walls above grade should be constructed of natural stone, masonry or attractive timber.

2. LANDSCAPING AND PLANTINGS

Landscape improvements are considered by the Committee to be terraces, retaining walls, unusual vegetation coverings, walks, bank treatment, detached patios, and cabanas. With respect to these improvements the applicant shall submit:

- a. Two copies of a plot plan showing the location of the proposed improvements on the lot, existing grades at the nearest property line with proposed finished grades as applicable to the improvement.
- b. Two copies of such additional plans as may in the Committee's opinion be required in order to evaluate the appearance of the improvement and type of construction, including the type of material used, the color of the finished improvement and the type of vegetation, if any.

As noted previously, the removal of any tree with a diameter larger than 8" requires the prior written approval of the Committee. The intent and purpose of this restriction is to preserve the existing natural environmental quality of the land to as great an extent as possible.

Trees, hedges and shrubs which restrict sight lines for vehicular traffic shall be cut back or removed. Special landscaping beyond that normally associated with a single family residence must be approved by the Committee prior to installation. The owner of each lot shall establish a satisfactory lawn by seeding or sodding the lot as soon as possible following completion of a home, weather conditions permitting.

3. EXTERIOR ANTENNAS

Unless specifically authorized by the Committee, no television, radio or other antennas (including, without limitation, satellite receiving dishes) may be erected by any lot owner on the exterior of a house or on a lot. Underground cable will be provided to each lot.

4. SWIMMING POOLS

Swimming pools must have the approval of the Committee before any work is undertaken. Permanent backyard pools will be approved by the Committee only after careful consideration of the potential effect of such a pool on neighboring properties.

An application for the construction of a swimming pool will not be considered unless the application is accompanied by an application for acceptable automated pool covers. The design of such covers shall conform to county or municipal regulations for such covers. Use of plantings in the vicinity of the proposed pool will be required to soften the effect of sound and required pool fencing on adjacent properties.

5. TENNIS COURTS, RACQUETBALL COURTS, PADDLE BALL COURTS, ETC.

Tennis courts, racquetball courts, paddle ball courts, squash courts, and other recreational or sporting facilities will be approved by the committee only after thorough consideration of the potential effect of such a structure or use on neighboring properties. The Committee will not approve non-baffled, lighted courts or facilities. An application for the construction of any such facility will not be considered unless the application is accompanied by an application for an acceptable landscape design approval. It is recommended by the Committee that any such

landscaping be of composition in order to blend in with the surrounding properties and soften the effect on adjacent properties.

6. DRIVEWAYS AND PATIOS

All driveways and patios must be paved with asphalt, concrete or other approved hard-surface material, Extensions, widening or rerouting of existing driveways and patios must have the approval of the Committee prior to construction

7. RETAINING WALLS AND BANK TREATMENTS

Due to the proximity to Williams Creek, any retaining wall must be approved by the Committee and the Committee's designated Civil Engineer (and the Indiana Department of Environmental Management, IDEM, and/or the Indiana Department of Natural Resources, IDNR, as may be required by applicable laws) before installation is initiated. Retaining walls which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern will not be approved

8. SOLAR HEATING SYSTEMS AND GEO-THERMAL SYSTEMS

The Committee acknowledges the increased use of alternative residential heating systems which utilize solar heating panels, geo-thermal systems, and related equipment. The Committee and the Committee's designated Civil Engineer will carefully review heating plans to ensure that their use and location have a minimum detrimental effect on adjoining properties

9. PLAY EQUIPMENT

Children's play equipment such as sandboxes, temporary swimming pools having a depth less than 24 inches, swing and slide sets, playhouses and tents shall not require approval by the Committee provided such equipment is not more than six feet high, maintained by the lot owner in good repair (including painting) and every reasonable effort has been made by the lot owner to screen or shield such equipment from view. Equipment higher than six feet shall require approval of the design, location, color, material and use by the Committee.

10. MAILBOX UNIFORM DESIGN

In order to preserve the overall aesthetic appearance of the properties subject to the Declaration, approved customized mailboxes will be provided (at each lot owner's cost) by the Committee. The specifications for the standard type of mailbox that will be provided by the Committee can be obtained by contacting the Committee.

11. MISCELLANEOUS

All exterior lighting shall be directed in such a manner so as not to create annoyance to adjacent properties.

Trash and garbage containers shall not be permitted to remain conspicuous except on days of trash collection.

Lot owners shall keep garage doors closed at all times except during times of actual use of the garage facility. All garage doors must have automatic closing devices.

Permanent clothes lines will not be approved by the Committee.

III. ADDITIONAL STANDARDS

1. All lot owners will be required to furnish and install dusk-to-dawn light fixtures at all driveway entrances to their lots, the style and type of which will be selected by the Committee and shall be the standard for the entire property subject to the Declaration. The fixtures shall disperse low ground light for the drive entrances and shall feature the address number of the house the drives serve. Address markers will be furnished by the Committee.
2. All roofing of structures on the property shall be a minimum of 300#/square asphalt shingle, or other material approved by the Committee.
3. All interior trim shall be of custom design, of architectural merit:, as no standard lumber yard moldings will be accepted.
4. All construction lumber shall be kiln dried, construction grade. All subfloors shall be 3/4" tongue and groove (T&G) or better plywood with waterproof adhesive applied to each joist or 1" x 6" solid boards or approved equal or better.
5. All insulation shall comply with Indianapolis Power & Light Company minimum requirements for electrically heated homes.
6. All windows will be weather stripped and thermopane or double glazed.
7. All homes shall have a minimum water service line of 1" copper, but larger shall be sized to represent the number of bathrooms and utilities being served.
8. All exterior doors shall be weather-stripped with metal weatherstripping.
9. All basements shall have a minimum 1/8" coating of waterproofing material, reinforced by fiberglass netting, and shall be constructed with total perimeter drains and interior drains connected to either gravity drains or sump pumps. Should sump pumps be required, there shall be two required and they shall be staged so that the second one will activate should the primary one fail. All crawl space walls shall require the application of at least a single layer of waterproofing material of not less than 1/16" in thickness.
10. All construction trades performing work on any structure or other improvement on any lot in the property subject to the Declaration will be expected to do their work in a profes-

sional manner, and in accordance with all standards published by the recognized trade councils of their respective industries, and it shall be understood that all work performed in such property shall be of the highest quality known to the trade. It is not the duty or the responsibility of the Committee to supervise or inspect the quality of construction performed by the construction trades, but should the Committee discover what it considers "low quality work" or work being performed which is not in accordance with the plans approved by the Committee, the owner of the lot and the holder of the building permit for the work in question (if known) may be notified and the work shall be corrected to a professional standard and made to conform to the approved plans.

Should the determination of the Committee in this regard be challenged by the owner of the lot or the holder of the building permit, such challenge shall be in writing and served upon the Committee accompanied by a certified letter from an Architect registered to practice in the State of Indiana and bearing his signed seal stating that, in his professional opinion, the work in question is in accordance with the plans approved by the Committee and meets the quality standards hereinabove required.

Should the Committee still disagree and feel the work is substandard or not in accordance with the approved plans, a panel of three architects will be chosen to review the work and their majority vote shall constitute the final determination as to what, if any, action is required. Should such panel of architects rule the work substandard or not in accordance with the approved plans, then the work shall be re-executed to professional standards and in accordance with the approved plans within thirty days. In any case in which such a panel of architects is to make a determination hereunder, one such architect shall be selected by the Committee, one by the owner of the lot (or his builder), and the third by the two so selected. If either party fails to select its architect and advise the other of such selection within five (5) days after the date upon which the Committee notifies the owner of the lot or the holder of the building permit that the Committee still feels the work is substandard or not in accordance with the approved plans, then the single architect selected by one of the parties shall serve alone as the panel of architects to make such final determination. The costs and expenses of the architectural review panel selected to determine any such dispute shall be borne and paid in equal shares, one-half (1/2) by the Corporation and one-half (1/2) by the owner of the affected lot.

Neither the developer of the property subject to the Declaration nor any member of the Committee shall at any time have any liability whatsoever to the owner of any lot in such property or to any holder of a building permit for any improvements to be located thereon nor to any person for any determination or decision made by the Committee in the exercise of its duties and responsibilities or for any actions taken or attempts made by the developer or the Committee to enforce quality construction practices in the subject property.

11. The manufacturer's printed instruction and directions for the application or installation of their products shall always constitute the minimum standard for the application or installation of that product.

**CHECKLIST OF COMPLIANCE
THE RIDGE ON WILLIAMS CREEK ADDITION**

1. General Information:

- (A) Lot No.: _____
- (B) Complete name(s) of owner(s) of record: _____
- (C) Size of House to be constructed on Lot:
 - (1) Number of Stories: _____
 - (2)(a) 1st Floor square footage: _____ square feet. _____
 - (b) 2nd Floor square footage: _____ square feet. _____
 - (c) Other (specify): _____ square feet. _____
 - (d) Total square footage: _____ square feet. _____

2. Site Plan:

- (A) Prepared by: _____
- (B) Latest Revision date: _____
- (C) Required information:
 - (1) Topography. _____
 - (2) Trees shown. _____
 - (3) House location. _____
 - (4) Sanitary Sewage System. _____
 - (5) Utilities. _____
 - (6) Storm drainage. _____
 - (7) Landscaping. _____
 - (8) Driveway and Sidewalk Plan. _____
 - (9) Fences. _____
 - (10) Miscellaneous (other):

3. Construction (Working) Drawings:

<u>Type of Plan/Drawing:</u>	<u>Prepared By:</u>	<u>Latest Revision Date</u>
(1) Foundation Plan	_____	_____
(2) Floor Plan	_____	_____
(3) Cross Sections	_____	_____
(4) Exterior Elevations	_____	_____
(5) Interior Details	_____	_____
(6) Specifications	_____	_____
(7) Electrical Plans	_____	_____
(8) Roof Plans	_____	_____
(9) Sanitary Sewage Disposal Plan	_____	_____
(10) Drainage Plan	_____	_____
(11) Materials Shown	_____	_____
(12) Trim Details	_____	_____

(13) Miscellaneous (Other): _____

4. Style of Architectural Design: _____

5. Owner's Request for Approval: The undersigned, owner or owners of the Lot in The Ridge on Williams Creek Addition identified above (collectively, "Owner"), as an inducement to The Ridge on Williams Creek Development Control Committee ("Committee") to consider the approvals herein requested, hereby states and certifies (a) that he is the sole owner of said Lot, (b) that the information set forth in Items 1, 2, 3 and 4 above is true and correct, and (C) that the plans and drawings identified above and submitted herewith to the Committee are the only plans and drawings being considered for approval by the Committee. The undersigned represents, warrants and agrees that all construction upon the improvement of the subject Lot will be performed in accordance with such plans and drawings as finally approved by the Committee. The undersigned acknowledges and understands that any changes in plans and drawings, after the approval of those submitted to the Committee, must be re-submitted to the Committee for its consideration and ultimate approval. The undersigned further agrees to abide by all of the terms, provision and requirements of the Declaration of Covenants and Restrictions of The Ridge on Williams Creek, the subdivision plat of The Ridge on Williams Creek, the Guidelines for Architectural Control governing The Ridge on Williams Creek and the requirements of The Ridge on Williams Creek Property Owners Association, Inc. and the Committee. The undersigned hereby requests approval by the Committee of the plans and drawings identified above and submitted herewith to the Committee.

Dated: _____, 20__.

Witness:

Owner(s):

(Note: All owners of record must sign the Request for Approval.)

6. Action by Committee:

(A) Date this Checklist and all plans and drawings referred to herein were received by the Committee: _____

(B) Plans and drawings are:

_____ (1) Disapproved since they are incomplete in the following respects:

_____ (2) Disapproved for the following reasons:

_____ (3) Approved as submitted and the Committee hereby authorizes the issuance by the Building Commissioner, in his discretion, of an improvement location permit and a building permit for construction reflected on the plans and drawings approved by the Committee, each page of which bears the "Approved" stamp of the Committee, subject, however, to revocation of any such permits in accordance with the provisions of the Declaration of Covenants and Restrictions of The Ridge on Williams Creek.

(C) Date of Action by the Committee: _____, 20__.

(D) The foregoing action by the Committee is valid only when this Checklist is executed by the Committee and all plans and drawings listed herein have been stamped "Approved" by the Committee.

THE RIDGE ON WILLIAMS CREEK
DEVELOPMENT CONTROL COMMITTEE

BY: _____

Instructions:

The applicant for approval of any construction upon or improvement of a Lot (that is, the owner or owners of such Lot) must complete this Checklist by supplying all information required under Items 1, 2, 3 and 4 hereof. The applicant must then date and execute the Request for Approval (Item 5), have his signature witnessed, and submit this Checklist in duplicate, together with two (2) copies of all plans and drawings referred to herein to the Committee for its action.

CONSENT OF MORTGAGEE

The undersigned, _____ (“Bank”), being the holder of the following described mortgage encumbering the Real Estate described in the above and foregoing Declaration of Covenants and Restrictions of The Ridge on Williams Creek (the “Declaration”), to-wit:

_____ (the “Mortgage”)

hereby CONSENTS to the execution and recording of the above and foregoing Declaration by TMK DEVELOPMENT, LLC and the imposition of the covenants and restrictions contained therein upon the subject Real Estate; and the undersigned further AGREES that its said Mortgage with respect to said Real Estate shall be, and the same is hereby declared to be, subject and subordinate to the terms and provisions of the above and foregoing Declaration and all exhibits attached thereto and the documents incorporated therein; provided, however, that, except and to the extent that said Mortgage is modified by this Consent, such Mortgage shall remain in full force and effect, unaltered and enforceable in accordance with its terms.

EXECUTED this ____ day of _____, 2021.

[LENDER]

ATTEST:
