

89009700

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF ASHFORD RIDGE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ASHFORD RIDGE ("Declaration"), made this 9th day of August, 1989, by Ashford Ridge Development Corporation, an Indiana corporation, (hereinafter referred to as "Declarant"),

WITNESSETH THAT:

WHEREAS, Declarant is the owner of certain real estate located in Johnson County, Indiana, more particularly described in the attached Exhibit A ("Real Estate"); and

WHEREAS, Declarant intends to develop the Real Estate, by constructing residential facilities, which shall be known as "Ashford Ridge"; and

WHEREAS, the Real Estate was platted by Declarant as Ashford Ridge on August 9, 1989 as Instrument No. 89009699 in the Office of the Recorder of Johnson County, Indiana, in Plat Book C Page 430; and

WHEREAS, Declarant intends to sell and convey the residential facilities and Half-Lots within Ashford Ridge and desires to subject the Real Estate to certain covenants and restrictions ("Covenants") in order to ensure that the development and use of the various Half-Lots on the Real Estate are harmonious and do not adversely affect the value of surrounding Half-Lots on the Real Estate; and

WHEREAS, Declarant desires to provide for maintenance of the Ponds, Common Areas, and other improvements located on the real estate which are of common benefit to the Owners of the various Half-Lots within said subdivision, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of Ashford Ridge;

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following Covenants. All of the Covenants shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

BOOK 061 PAGE 573

ARTICLE I.

General Purpose of This Declaration

The Real Estate is hereby subjected to the Covenants herein declared to preserve the value of the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive buildings and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate to preserve and maintain proper setbacks from streets and adequate free space between structures, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate and so as to meet the requirements of certain governmental agencies, all for the purpose of preserving the values of all Half-Lots within Ashford Ridge and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners within Ashford Ridge.

ARTICLE II.

Definitions For All Purposes Of This Declaration

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Article II:

Section 1. Ashford Ridge. "Ashford Ridge" means the Real Estate as it has been platted and recorded by Declarant in accordance with the provisions of this Declaration. (R)

Section 2. Assessment. "Assessment" means the share of the Common Expenses imposed upon each Half-Lot as determined and levied pursuant to the provisions of this Declaration.

Section 3. Association. "Association" means Ashford Ridge Homeowners' Association, Inc., an Indiana Corporation, formed or to be formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this Declaration.

Section 4. Common Areas. "Common Areas" means certain areas not amenable to development which may be designated as Ponds, Detention Area or Common Area on the plat of Ashford Ridge, as the same has been recorded and which is intended for the common benefit of all Half-Lots.

Section 5. Common Expense. "Common Expense" means the actual or estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of Common Areas,

and any other cost or expense incurred by the Association for the benefit of the Common Areas.

Section 6. Declarant. "Declarant" means Ashford Ridge Development Corporation, an Indiana Corporation, or any other person, firm, corporation or partnership which succeeds to the interest of Ashford Ridge Development Corporation, as developer of Ashford Ridge.

Section 7. Drainage System. "Drainage System" means the storm sewers, subsurface drainage tiles, pipes and structures, and other structures, fixtures, properties, equipment and facilities located in, upon, or under the Common Areas, Easements, or Streets and designed for the purpose of expediting the drainage of surface and subsurface waters from, over, and across Ashford Ridge.

Section 8. Easements. "Easements" refer to those areas reserved as easements on the plat of Ashford Ridge, as the same has been recorded.

Section 9. Lot. "Lot" means any of the separate parcels numbered and identified on the plat of Ashford Ridge as the same has been recorded.

Section 10. Half-Lot. "Half-Lot" means any of the separate and individual parcels created, or which could potentially be created, when any of the Lots of Ashford Ridge are divided into two approximately equal parts as provided by this Declaration.

Section 11. Mortgagee. "Mortgagee" means any holder, insurer, or guarantor of any first mortgage on any Half-Lot.

Section 12. Owner. "Owner" means any person or persons who acquire, after the date of this Declaration, legal and/or equitable title to any Half-Lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any Half-Lot, so long as such holder does not hold both legal and equitable title thereto.

Section 13. Sewage System. "Sewage System" means any sanitary sewer lines, lift stations, equipment, or facilities located in, upon, or under the Common Areas, Easements, or Streets and designed to provide for the discharge of sanitary sewage from any or all Half-Lots, as the same are or may be constructed at any time, and any replacement thereof or substitute therefor.

Section 14. Streets. "Streets" means all of the public and private roadways to the respective right-of-way lines thereof, as shown on the plat of Ashford Ridge, which have been or hereafter are constructed for the purpose of providing common access for Owners, occupants and their guests and invitees, to any or all Half-Lots.

ARTICLE III.

General Restrictions

Section 1. Maintenance of Premises. In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Half-lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Owner shall maintain their Half-lot and improvements situated thereon in a manner so as to prevent the Half-lot or improvements from becoming unsightly, and specifically, Owner shall:

(a) Mow the Half-lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. Grass allowed to grow to a height in excess of six inches (6") shall be deemed unsightly.

(b) Cut down and remove dead trees.

(c) Keep the exterior of all improvements in such state of repair or maintenance so as to avoid their becoming unsightly.

(d) Prevent the existence of any other condition that reasonably tends to detract from or diminish the appearance of the Half-lot and/or Ashford Ridge.

Failure to comply shall warrant the Declarant, the City of Greenwood or the Association to cut the growth or weeds, or clear the refuse from the Half-lot at the expense of the Owner, and there shall be a lien against said Half-lot for the expense thereof.

Section 3. Residential Purpose. No Half-lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any Half-lot other than a dwelling not to exceed two (2) stories in height. A dwelling shall have an attached garage of a size to accommodate at least two (2) cars.

Section 4. Setbacks. No building shall be located on any lot nearer to the front Half-lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. The minimum aggregate of the side yards on any Half-lot shall be twenty feet (20'), provided, however, and no building shall be located less than eight feet (8') to an interior Half-lot line or within an easement. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Half-lot to encroach upon another Half-lot.

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 6. Unoperative Parked Vehicles. At no time shall any unlicensed, unoperative vehicle be permitted on any Half-Lot Common Area, street or easement unless kept entirely within a garage.

Section 7. Trucks, Boats, Recreational Vehicles. No semi-truck, trailer, boat or trailer, mobile home, or recreational vehicle, or any similar equipment shall be permitted to be kept on any Half-Lot unless entirely kept within a garage.

Section 8. Nuisances. No noxious, obnoxious or offensive activity shall be carried on upon any Half-Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This provision may be construed to prohibit extremely audible music or activities.

Section 9. Outdoor Storage. No large machinery or equipment shall be permitted to be kept or stored on any Half-Lot except within the dwelling.

Section 10. Drainage Ditches. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the City of Greenwood. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the City of Greenwood.

Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the City of Greenwood may cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for the immediate payment. Failure to pay will result in a lien against the property.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Half-Lot except one professionally manufactured sign of not more than five square feet advertising the property for sale or rent.

Section 12. Childcare Services. No pre-school, babysitting business or such childcare services shall be allowed to operate upon any Half-lot.

Section 13. Mining Operations. No oil drilling, oil development operation, oil refining quarrying, or mining operations of any kind shall be permitted upon or in any Half-lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Half-lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Half-lot.

Section 14. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Half-lot, except that dogs, cats, or other household pets may be kept provided that they are not bred, kept or maintained for any commercial use and are housed within the dwelling.

Section 15. Rubbish, Trash And Garbage. Rubbish, trash, garbage or any other waste shall not be allowed to be compiled, accumulated or dumped on any Half-lot. Garbage and trash shall be kept in appropriate containers which are not visible from the street, except on collection day.

Section 16. Corner Half-lot. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 8 feet above roadways shall be placed or permitted on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersections of the street lines extended. The same sight line limitations shall apply on any Half-lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

Section 17. Field Tiles. Any field tile or underground drain which is on any Half-lot must be allowed to perpetuate.

Section 18. Minimum Living Space. The minimum square footage of living space of dwellings within Ashford Ridge, exclusive of porches, garages or basements shall be no less than:

- (a) 900 square feet for single story dwellings; and
- (b) 1,200 square feet (aggregate) for two-story dwellings.

Section 19. Outbuildings. No outbuildings of any kind, detached garages, sheds, barns, storage buildings, shacks or tents shall be maintained on any Half-lot.

Section 20. Driveways And Carports. All driveways must be paved with concrete, asphalt or other all-weather surface excluding gravel. No carports are permitted.

Section 21. Communication Devices. Satellite dishes, free standing antennas, or any other such visible communication receiving or transmitting devices are prohibited.

Section 22. Mail Boxes. Owners shall be prohibited from removing, altering, substituting or otherwise disturbing the mailboxes installed by Declarant as part of the initial development of Ashford Ridge. Owners shall be responsible to keep the mailboxes in a good state of repair and in the form it was originally constructed.

Section 23. Yard Lights. Owners shall be prohibited from removing, altering, substituting or otherwise disturbing the yard lights, operated by photoelectric cells, installed by the Declarant as part of the initial development of Ashford Ridge. Owners shall be responsible to keep the yard lights in the form in which they were originally installed, functional at all times and in a state of good repair.

Section 24. Address Signs. Owners shall be prohibited from removing, altering, substituting, relocating or otherwise disturbing the address signs installed by Declarant as part of the initial development of Ashford Ridge, except as may be necessary to maintain it in a good state of repair.

Section 25. Wells And Septic Tanks. (R) No water wells shall be drilled on any Half-lot. Septic tanks shall be prohibited on all Half-lot.

Section 26. Swimming Pools. Above-ground swimming pools are prohibited.

Section 27. Construction, Earth-Moving, Excavation. No construction, significant earth-moving, or excavating work of any nature may be conducted on any Half-lot.

Section 28. Fences, Walls, Barriers. All fences, walls, barriers or like structures must be approved in writing by the Architectural Control Committee prior to their construction. No such structures shall exceed eight feet (8') in height. No such structure shall be placed closer to the front Half-lot line than the front buildin setback line.

Section 29. Uniform Exterior Appearance; Maintenance; Repair; Replacement. Owners shall not in any way alter the exterior appearance of the dwelling by changing the structure design, style, type or color of any of the exterior portions of the dwelling, except as may be necessary to perform standard maintenance, in which case the Owner shall, in the course of such maintenance, in repair or replacement, utilize the same style, type and color of materials as were used for the original construction. The Owner shall at all times keep the exterior of the premises in a good state of repair.

Section 30. Decorative Structures. No decorative structure, statue, or other structure may be placed on the Half-Lot closer to the front lot line than the front building setback line.

ARTICLE IV.

Common Wall Covenants and Restrictions

Section 1. Each Lot shall be divided into separately designated Half-Lots and each Half-Lot shall be conveyed as a separately designated legally described free hold estate, subject to the covenants, conditions and restrictions of this Declaration. The Half-Lots shall be delineated and described as a metes and bounds part of the Lot of which it is a part, at such time as the dwellings are complete enough to establish the relationship of the common law to the Lot's perimeter.

Section 2. Lots designated in the plat of Ashford Ridge are hereby reserved for attached, single-family residential use and will have erected thereon dwellings which shall have walls which shall share a common foundation with a similar single-family dwelling on the adjoining Half-Lot. The two separate walls of the individual separate dwellings which are built on the one common foundation shall hereinafter be referred to as "Common Wall". The Common Wall shall become a part of the common Half-Lot lines between the two Half-Lots. A wall which is built as a part of the original construction of the dwellings upon the Half-Lot and connects the two dwelling units shall constitute a Common Wall, and to the extent not inconsistent with the Declaration, the general rules of law regarding Common Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 3. The Owners of the two adjoining Half-Lots shall possess easements in the Common Wall which may only be used for the joint purposes of the structure which it divides.

Section 4. Should the Common Wall at any time be injured by any cause other than an act or omission of either of the adjoining Half-Lot Owners, the Common Wall shall be repaired or rebuilt at the joint expense of the adjoining Half-Lot Owners, provided that

any sum received from insurance against such injury or destruction shall be first applied to such repair or restoration. Should the Common Wall be injured by an act or omission of one of the two adjoining Half-Lot Owners, the Common Wall shall be repaired and rebuilt at the expense of Half-Lot Owner deemed responsible for such act or omission.

Section 5. Owners shall be prohibited from activities including those which present a threat to or stress upon the stability of the structural integrity of the Common Wall, increase the risk of accidental damage to the Common Wall or any other similar detrimental or dangerous activities or omissions relative to the Common Wall.

Section 6. All Owners must carry such insurance sufficient to repair or replace any damaged or destroyed Common Walls.

Section 7. The Half-Lot Owners of lots which were constructed with a partial common driveway shall possess and share a common easement over the undivided portion of the driveway. Said portion may not be altered without the written agreement of the adjoining Half-Lot Owner.

Section 8. The Common Wall covenants within this Article, shall run with both Half-Lot owners utilizing the Common Wall, but shall not operate to convey to either Half-Lot owner the fee to any part of the land owned or to be acquired by the other Half-Lot owner, the creation of rights to a Common Wall being the sole purpose herein.

ARTICLE V.

Ponds and Detention Area Covenants and Restrictions

Section 1. The ponds and detention area shown on the plat (hereinafter "Ponds") shall be included as Common Areas as referenced herein, to be maintained and controlled by the Association.

Section 2. The Association shall be responsible for formulating rules and regulations pertaining to the usage of the Ponds as well as creating an annual budget to assure adequate maintenance, upkeep and repair of the Ponds property, said budget shall be included as part of the Owner's annual assessment.

Section 3. Access to the Ponds is restricted to that available from the Streets within Ashford Ridge, and access through any Half-Lot or from outside Ashford Ridge is strictly prohibited.

Section 4. The Ponds may be used only in the manner authorized by the Association.

Section 5. The Ponds shall be available for the exclusive use of the Owners and guests of the Owners who are accompanied by Owners.

Section 6. No privately owned property of any kind shall be allowed to remain within the Ponds areas except when the Owner of said property is present.

Section 7. No docks or piers will be allowed except those which may be authorized by, constructed, owned, and operated by the Association.

Section 8. No Owner or third party shall do or permit another to do any act which could result in pollution of the Ponds, diversion of any water, raise the elevation of the water, significantly disturb the earth or the embankment of the ponds areas, or any other conduct which could result in an adverse effect upon the water quality, embankment and adjacent property, drainage, or any other general condition of the Ponds.

Section 9. The Association, on behalf of the Owners, or the City of Greenwood shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Ponds or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to cost, together with reasonable attorneys' fees.

ARTICLE VI.

Declarant's/Association's Right To Guarantee Compliance

Section 1. In the event the Owner of any Half-Lot in Ashford Ridge shall fail to maintain that Half-Lot or any of its improvements situated therein in accordance with the provisions of these Covenants, Conditions and Restrictions, the Association or prior to the Association's incorporation, the Declarant, shall have the right, but not the obligation, by and through its agents and employees or contractors to enter upon said Half-Lot, perform such acts as may be reasonably necessary to make such Half-Lot and improvements thereon, if any, conform to the requirements of these Covenants, Conditions and Restrictions. The cost thereof to the Association or Declarant shall be collected in any reasonable manner from Owner. Neither Association/Declarant nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder at the time dwellings are constructed upon.

ARTICLE VII.

Ashford Ridge Architectural Control Committee

Section 1. Appointment Of Architectural Control Committee.
The Board of Directors of the Association shall appoint an Architectural Control Committee to be composed of three (3) members.

Section 2. Construction Approvals. No construction of any building or structure of any kind, including additions, alterations, fences, screens and walls shall begin within Ashford Ridge until the plans and specifications, locations and plot plan thereof, in detail and to scale have been submitted to and approved by the Architectural Control Committee. The plans and specifications of and location of all construction shall be in compliance with the building, plumbing, and electrical requirements of all applicable regulatory codes, and shall also comply to all zoning covenants and restrictions which are applicable to the Real Estate. Refusal of approval of plans and specifications, location and plot plan by Declarant may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the Architectural Control Committee. Declarant shall not be responsible for any defects in such plans or specifications, or in any building or structure erected according to such plans and specifications.

The plans and specifications submitted to Declarant shall contain a plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the Architectural Control Committee. The required landscaping and driveways shall be completed at the time of completion of the building, or as soon as weather and season permit.

Section 3. Powers of Committee. (1) In General. No dwelling, building structure, improvement in exterior alteration or change of original color or material shall be constructed, placed or performed on any lot in the Ashford Ridge unless the Architectural Control Committee chooses to grant a special exception. Such a special exception may be requested by written application to the Committee from the Owner of the Half-Lot. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction, improvement or alteration. Such plans shall include plot plans where applicable, showing the location of all improvements existing under or upon the Half-Lot and the location of the improvement proposed to be constructed or placed upon the Half-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 landscaping, together with any other material or information which the Committee may require.

Section 3. 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 material 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.

Section 4. Liability of Committee. Neither the Committee nor any agent thereof, nor Declarant, 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.

Section 5. Inspection. The Committee may inspect work being performed with its permission to assure compliance with this Declaration.

ARTICLE VIII.
Covenants for Maintenance Assessments

Section 1. Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the value of the Half-Lots within Ashford Ridge, and promoting the health, safety, and welfare of the Owners, users, and occupants of the same and, in particular, for the improvement, fencing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon and for the cost of labor, equipment, material, and management furnished with respect to the Common property; provided that the Association shall not be responsible for the replacement, repair or maintenance of any Common Area which is or hereafter may be dedicated to the public. Each Owner hereby covenants and agrees to pay to the Association:

- (a) A pro-rata share (as hereinafter defined) of the annual assessments fixed, established, and determined from time to time as hereinafter provided.
- (b) A pro-rata share (as hereinafter defined) of any special assessments fixed, established, and determined from time to time, as hereinafter provided.

Section 2. Liability for Assessments. Each assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Half-

Lot and shall constitute a lien from and after the due date thereof in favor of the Association upon each Half-Lot. Each such assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees shall also be the personal obligation of the Owner of each Half-Lot at the time when the assessment is due. However, the sale or transfer of any Half-Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

Section 3. Pro-rata Share. The pro-rata share of each Owner for purposes of this Article shall be the percentage obtained by dividing one by the total number of Half-Lots within Ashford Ridge that have been conveyed by the Declarant to an Owner ("Pro-Rata Share").

Section 4. Basis of Annual Assessment. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be delivered to each Owner within thirty (30) days to the beginning of each fiscal year of the Association.

Section 5. Basis of Special Assessment. Should the Board of Directors of the Association at any time during the fiscal year determine that the assessments levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board of Directors of the Association may, at any time, and from time to time, levy such special assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board of Directors of the Association shall have the right to levy at any time, and from time to time, one or more special assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the Annual Assessment.

Section 6. Notice Of Meetings. Written notice of any meeting called for the purpose of taking action to authorize assessments shall be sent to all members not less than thirty (30) days nor more than sixty (60) in advance of the meeting.

Section 7. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual assessments on each Half-Lot in Ashford Ridge shall commence on the day on which Declarant first conveys ownership of the Half-Lot to an Owner. The first annual assessment for each Half-Lot shall be prorated for the balance of

the fiscal year of the Association in which such assessment is made. The annual assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such assessments in installments.

Section 8. Duties of the Association.

(a) The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special assessment to be kept and maintained, including a roster setting forth the identification of each and every Half-Lot and each assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board of Directors of the Association shall cause written notice of all assessments levied by the Association upon the Half-Lots and upon the Owners to be mailed to the Owners or their designated representatives as promptly as practicable and in the event not less than thirty (30) days prior to the due date of such assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the assessment to which such notice pertains, payment of such assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

(b) The Association shall promptly furnish to any Owner or Mortgagee upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which assessment has been levied and paid with respect to such requesting Owner's or Mortgagee's Half-Lot. As to any persons relying thereon, such certificate shall be conclusive evidence of payment of any assessments therein stated to have been paid.

(c) The Association shall notify any Mortgagee from which it has received a written request for notice of any default in the performance by any Owner of any obligation under the By-Laws or this Declaration which is not cured within sixty (60) days.

(d) The Association shall, upon notification of conveyance of a Half-Lot or interest therein, provide a copy of this Declaration to the persons or entities receiving said interest.

Section 9. Non-payment of Assessments; Remedies of Association.

(a) If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall together with

any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Half-lot against which such assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Half-lot as of the date of levy of such assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Half-lot; provided, however, that such lien shall be subordinate to any mortgage on such Half-lot recorded prior to the date on which such assessment becomes due.

(b) If any assessment upon any Half-lot is not paid within fifteen (15) days after the due date, such assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at the maximum rate allowable under any applicable usury laws, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Half-lot, and there shall be added to the amount of such assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

Section 10. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual assessments or by the making of one or more special assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-Rata Share of such excess shall be a credit against the assessment(s) due from each Owner for the next fiscal year(s).

CHICAGO TITLE

ARTICLE IX.

Organization and Duties of Association

Section 1. Organization of Association. The Association shall be organized as a not-for-profit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation which have been filed or will be filed by Declarant.

Section 2. Membership. The members of the Association shall consist of the Declarant and the Owners of Half-Lots in Ashford Ridge provided that, in the event that any one Half-Lot shall be owned by more than one person, partnership, trust, corporation or other entity, they shall be treated collectively as one member for voting purposes.

The Association shall have two classes of voting membership:

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

Class B. The Class B members shall be the Declarant, who shall be entitled to three (3) votes for each Half-Lot owned, and the first Board of Directors during their respective terms, who shall have no voting rights. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On January 1, 1994.

Section 3. Board Of Directors. The members shall elect a Board of Directors of the Association as prescribed by the By-Laws. The Board of Directors shall manage the affairs of the Association.

Section 4. General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place and stead of, the individual owners in all matters pertaining to the maintenance, repair and replacement, of the Common Areas, the determination of Common Expenses, the collection of annual and special assessments, and the granting of any approvals whenever and to the extent called for by this Declaration, for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in this Declaration.

Section 5. Liability of Association. Neither the Association nor its directors, officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color or authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure

to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of the willful, intentional, fraudulent, or reckless misconduct.

Section 6. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least two-thirds of the Half-Lots and the Mortgagees of at least two-thirds of the Mortgagees requesting notice of such action; provided, however, that any such amendment of this Declaration shall require prior written approval of Declarant so long as Declarant owns at least twelve (12) Half-Lots within Ashford Ridge. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Declarant when its approval is required, setting forth facts sufficient to indicate compliance with this copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the Office of the Recorder of Johnson County.

Section 7. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury with the amount of such coverage in no event to be less than One Million Dollars (\$1,000,000.00) for any single occurrence, occurring on or in connection with any and all Common Areas. The Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Property against fire, and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions in an amount equal to the full replacement value of such Common Area improvements. The Association shall notify all Mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim hereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, the Declarant, any property manager, their respective employees and agents, the Half-Lot Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more insured parties against other insured parties.

The Association shall maintain a fidelity bond indemnifying the Association, the Board of Directors and the Half-Lot Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The

fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of three (3) months' assessments on all Half-Lots in Ashford Ridge, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all Mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be cancelled, or substantially modified for any reason. The Association shall cause the provisions of all insurance policies and fidelity bonds to comply with the Federal National Mortgage Association lending guide Chapter 3, Part 5, as established on January 3, 1983, as amended on June 30, 1983, or as such guidelines may be amended thereafter.

Section 8. Condemnation, Destruction. In the event that any of the Common Areas shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any Common Area condemned, damaged, or destroyed, and extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Area or turned over the Owners in proportion to their Pro-Rata Shares, whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Half-Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Areas; provided, however, that upon request of any Owner(s), the Association shall pursue such claims on such requesting Owner(s) behalf, and shall turn any recoveries for such Owners over to such Owners directly. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any Common Area.

Section 9. Mortgagees' Rights. The Mortgagees shall have the right, at their option, jointly or severally, to pay taxes or other charges which are in default or which may or have become a charge against the Common Area to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Area, and Mortgagees making such payment shall be owed immediate reimbursement therefor from the Association.

ARTICLE X.

General Provisions

Section 1. Covenants Run With the Land. The covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the Real Estate.

Section 2. Scope of Covenants. Declarant and each Owner of any Half-Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the various terms, Covenants, conditions, contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Half-Lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, Covenants, and conditions, contained in this Declaration only so long as each such Owner shall have any interest in any Half-Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

Section 3. Attorneys' Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.

Section 4. Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Association, or any Owner to enforce any term, Covenant, or condition, herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, Covenant or condition.

Section 5. Rights of Mortgagees. Except to the extent otherwise provided in Article VIII no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. The provisions of Article I

VIII hereinabove notwithstanding, neither the Owners nor the Association shall have any right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

Section 6. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions thereof.

Section 7. Section Headings. Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

Section 8. Notices. All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, if any, designated in writing by the Owner, as listed in the roster of Owner's names and addresses referred to in Article VIII; or (b) seven (7) days after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed in the said roster.

Section 9. Limitations and Declarant's Rights. Any notice to or approval by Declarant under any provision of this Declaration shall not be necessary after such time as Declarant owns fewer than twelve (12) Half-Lots within Ashford Ridge.

Section 10. Deed Clause to Implement Declaration. Each Owner covenants and agrees that it will not execute or deliver any deed or conveyance of a fee title interest in any Half-lot, or any portion thereof, unless such deed or conveyance contains a clause substantially as follows:

"By acceptance and recording of this conveyance, the Grantee herein covenants and agrees to be bound by the Declaration of Covenants and Restrictions for Ashford Ridge pertaining to the Real Estate hereby granted, which is recorded in the Office of the Recorder of Johnson County, Indiana",

and properly identifying the instrument number therein. However, the failure to include such clause shall not have any effect on this Declaration or the enforceability thereof against any Owner of any interest in any portion of the Real Estate.

Section 11. Provision Against Merger. Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the Covenants contained herein shall not be merged into the

title of the Declarant regardless of whether Declarant is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

Section 12. Reservations of Declarant. The provisions of Article IX hereof notwithstanding, Declarant hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant, so long as Declarant owns at least twelve (12) Half-lots within Ashford Ridge without the approval or consent of the Owners or Mortgagees of the Half-Lots; provided that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner, or substantially increases the obligations imposed by this Declaration on any Owner.

Section 13. Rights to Common Areas. Title to all Common Areas shall be held in the Association, and each Owner shall have, as non-exclusive, reciprocal easements appurtenant to his Half-lot, a right of access to his Half-Lot over the Streets, the right to the use of all Common Areas as parks or open spaces and the right of access thereto over the Streets, and the right of access to and use of the Drainage System, the Sewage System, and all utility lines and mains abutting or adjacent to his Half-lot; provided, however, that no Owner's use of any Common Area shall materially interfere with any other Owner's use thereof. In the event that any Owner's use of any Common Area causes such an interference, the Association or any Owner shall have all rights and remedies provided at law or in equity, for such interference.

Section 14. Transfer of Control of Owner's Association and Quitclaim Deed of Common Areas. Declarant shall transfer control of the Owner's Association to the Lot Owners and give a quitclaim Deed for the Common Areas to the Association no later than the earlier of (a) four months after three-fourths (3/4) of the Half-Lots have been conveyed to Half-lot purchasers or (b) five (5) years after the first Half-lot is conveyed.

In Witness Whereof, the Declarant has caused this Declaration to be executed on the date first above written.

ASHFORD RIDGE DEVELOPMENT
CORPORATION

By: 
Kevin McGinnis, President

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared Kevin McGlinchis, President of Ashford Ridge Development Corporation, who acknowledged the execution of the foregoing, and who having been duly sworn upon his oath, stated that the representations therein contained are true.

My Commission Expires:

1/27/92

William M. Waltz
Notary Public
Resident of Johnson County, IN
Seal: WILLIAM M. WALTZ, Notary Public, Johnson County, IN

This instrument was prepared by William M. Waltz, VAN VALER & WILLIAMS, 300 S. Madison Avenue, Suite 400, P.O. Box 405, Greenwood, IN, 46142.

ASHFORD\DECLARAT.TON

Aug 9 10 36 AM '89

RECEIVED FOR RECORD
BOOK 61 PAGE 573
JACQUOLINE E. KELLER
JOHNSON COUNTY RECORDER



CHICAGO TITLE

14.00

Ashtford Ridge Homeowner's Association

Amendment to Covenant

Book 061

Page 573

Diona Lea Dunn

Diona Lea Dunn
Secretary for Ashtford Ridge Homeowner's Association

STATE OF INDIANA
COUNTY OF Johnson

signed before me, Elaine Tinkle, Notary Public,
on this 8th day of August, 2003.

Elaine Tinkle
Elaine Tinkle



Residence: Johnson County
State of Indiana
EXPIRATION DATE: August 4, 2008



Prepared by:
Debra Lee
CHICAGO TITLE

Recorded Johnson County, Indiana
Sue Anne Hestinec, Recorder
Date 08/26/2003 Time 15:18:51 1 of 3 Pgs
Inst # 2003-036108 QFF
Fee Amt: 15.00

To: Association Board of Ashford Ridge

By the signing of my name I hereby state that I personally have no objections to the application of vinyl siding to any home located in Ashford Ridge.

The Association Board of Ashford Ridge must approve quality, uniformity and application of vinyl siding.

- | | |
|---|---|
| 1. Jack & Virginia Bryant | 20. Ruth Goodell |
| 2. Nicole & Jayne Palmer | 21. Sam Miller, 2677 1 st E 150E |
| 3. Ann McLean | 22. Denise Knight |
| 4. Ann Dunn | 23. Cheryl Thuesen |
| 5. Roberta Leonard | 24. Manda Thidum |
| 6. Charline Thibault | 25. Bob Hynd |
| 7. Mary Ann Barry | 26. Kay Wilson |
| 8. Judith Anderson | 27. J. Williams |
| 9. Lynn Allotte | 28. Bob and Mary Brock |
| 10. J. Embury's | 29. Kathleen Barry |
| 11. Southwood | 30. Stanley J. & Susan J. Collins |
| 12. Pal Jost | 31. Bob Collins & Sandra Collins |
| 13. Frances & David | 32. Virginia L. Swanson |
| 14. Mrs. Chandler | 33. Douglas W. Vilnius |
| 15. Helen L. Jones | 34. Marge Davis |
| 16. Barbara | 35. Krista M. Wells |
| 17. Maureen Kindan <small>Min of Kinder</small> | 36. Jean Walker |
| 18. Evelyn Nelson | 37. Floyd & Jean Bangs |
| 19. Phyllis Jones | 38. Gary & Ann Leonard |

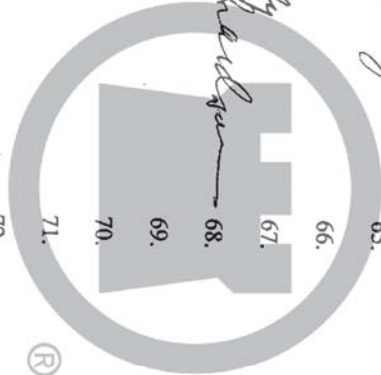


To: Association Board of Ashford Ridge

By the signing of my name I hereby state that I personally have no objections to the application of vinyl siding to any home located in Ashford Ridge.

The Association Board of Ashford Ridge must approve quality, uniformity and application of vinyl siding.

- 39. *Wesley Johnson* 58.
- 40. *Wendy Stevens* 59.
- 41. *David Cope* 60.
- 42. *Tom Hooper* 61.
- 43. *Pat Murphy* 62.
- 44. *Donna W. Green* 63.
- 45. *Kathleen Kremen* 64.
- 46. *Robert Greigler* 65.
- 47. *Pauline Hooper* 66.
- 48. *Shawn Kelly* 67.
- 49. *Wadey Richardson* 68.
- 50. 69.
- 51. 70.
- 52. 71.
- 53. 72.
- 54. 73.
- 55. 74.
- 56. 75.
- 57. 76.



CHICAGO TITLE

1800

3

Ashtford Ridge Homeowner's Association

Amendment to Covenant

Book 061

Page 573

Dr. Lee Dunn

Diona Lee Dunn
Secretary for Ashtford Ridge Homeowner's Association
STATE OF INDIANA
COUNTY OF JOHNSON

Signed before me, Elaine Trinkle, Notary Public,
on this 5th day of August, 2003.

Elaine Trinkle
Elaine Trinkle



Witness: Phon County
State of Indiana
EXPIRATION DATE: August 4, 2008

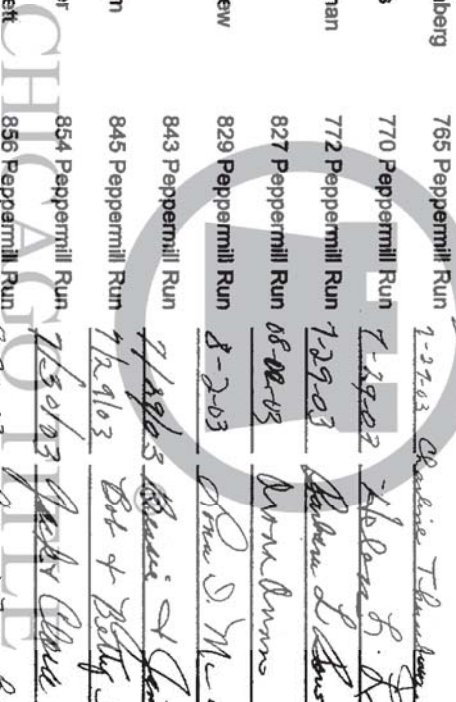
Prepared by:
Rosalia Lee Dunn
CHICAGO TITLE

Recorded Johnson County, Indiana
Sue Anne Hestiner, Recorder
Date 08/27/2003 Time 14:32:09 1 of 5 Pgs
Inst # 2003-036381 QFF
Fee Amt: 18.00

ASHFORD RIDGE HOMEOWNER'S ASSOCIATION PETITION

We, the undersigned, vote to change the Ashford Ridge Homeowner's Association's
Covenants to reflect that renting of units shall not be allowed, _____

First Name	Last Name	Street Address	Date Signed	Signature
Sharyn	Kelly	749 Peppermill Run	7/29/03	<i>Sharyn Kelly</i>
Ione	Stevens	750 Peppermill Run	8/29/03	<i>Ione Stevens</i>
Irma	Abbott	756 Peppermill Run	1-29-03	<i>Irma Abbott</i>
Judy	Anderson	757 Peppermill Run	1-29-03	<i>Judy R. Anderson</i>
August & Theresa	Lombardo	758 Peppermill Run	1-29-03	<i>Theresa Lombardo</i>
Mary Jean	Perry	759 Peppermill Run	5-29-03	<i>Mary Jean Perry</i>
Al & Edith	Fiegle	762 Peppermill Run	7/29/03	<i>Al Fiegle</i>
Bayard	Fulmer	763 Peppermill Run		NO
Frances	Weis	764 Peppermill Run		<i>Frances Weis</i>
Roberta	Leonard	765 Peppermill Run	8-29-03	<i>Roberta Leonard</i>
Charline	Thornberg	765 Peppermill Run	1-29-03	<i>Charline Thornberg</i>
Helen	Lucas	770 Peppermill Run	1-29-02	<i>Helen S. Lucas</i>
Barbara	Bowman	772 Peppermill Run	1-29-03	<i>Barbara L. Bowman</i>
Diona	Dunn	827 Peppermill Run	08-02-03	<i>Diona Dunn</i>
Lona	McGrew	829 Peppermill Run	8-2-03	<i>Lona D. McGrew</i>
Jim & Bessie	Rullo	843 Peppermill Run	7/29/03	<i>Jim & Bessie Rullo</i>
Bob & Betty	Gilliam	845 Peppermill Run	7/29/03	<i>Bob & Betty Gilliam</i>
John & Clara	Baxter	854 Peppermill Run	7/30/03	<i>John & Clara Baxter</i>
Thomas & Ann	Bennett	856 Peppermill Run	7-30-03	<i>Ann & Tom Bennett</i>
Wanda	Winburn	878 Peppermill Run	7/30/03	<i>Wanda Winburn</i>
Davis	Milner	878 Peppermill Run	7/30/03	<i>Davis Milner</i>
Jackie & Norma	Voss	879 Peppermill Run	9-29-03	<i>Jackie & Norma Voss</i>



ASHFORD RIDGE HOMEOWNER'S ASSOCIATION PETITION

We, the undersigned, vote to change the Ashford Ridge Homeowner's Association's Covenants to reflect that renting of units shall not be allowed.

First Name	Last Name	Street Address	Date Signed	Signature
Mark & Elizabeth	Doucey	880 Peppermill Run	REUTER	
William	Chandler	881 Peppermill Run	7-30-03	Wm Chandler
Bruce & June	Rosemeyer	898 Peppermill Run		
Walter & Jackie	Umberger	899 Peppermill Run	7-29-03	Walter Umberger
Bob & Kathy	Hynds	900 Peppermill Run	7-30-03	Bob & Kathy Hynds
Kathleen	Perry	901 Peppermill Run	7-30-03	Kathleen F. Perry
Peggy	Dillon	918 Peppermill Run	7/29/03	Peggy Dillon
Blake & Beth	Fuller	920 Peppermill Run	N.A.	
Leroy & Kathleen	Kremer	946 Peppermill Run	7/30 For Leroy & Kathleen Kremer	
Donald	Wilson	947 Peppermill Run	8-1	Donald E. Wilson
Forest & Pat	Skillman	948 Peppermill Run	7/29/03	Forest & Pat Skillman
Linda	Culver	949 Peppermill Run	7-30-03	Linda Culver
Shirley	Flora	981 Peppermill Run	N.A.	
Floyd & Betty	Wood	983 Peppermill Run	7/30/03	Betty and Floyd Wood
Rose & Vanetta	Collins	997 Peppermill Run	8/2/03	Virginia & Rose
Virginia	Groomer	999 Peppermill Run	8/2/03	Virginia Groomer
Opal	Scott	1011 Peppermill Run	8/2/03	Opal Scott
Jay	Judd	1013 Peppermill Run		
Elise	Lawrence	1024 Peppermill Run	2 Aug 03	Elise Lawrence
Doug	Villines	1025 Peppermill Run		
Jack & Marilyn	Lefevers	1026 Peppermill Run	8-2-03	Jack & Marilyn Lefevers
Donald	Culver	1027 Peppermill Run	8/2/03	Donald Culver

CHICAGO TITLE

FOR SALE

ASHFORD RIDGE HOMEOWNER'S ASSOCIATION PETITION

We, the undersigned, vote to change the Ashford Ridge Homeowner's Association's Covenants to reflect that renting of units shall not be allowed.

First Name	Last Name	Street Address	Date Signed	Signature
Margaret	Johnson	1030 Peppermill Run	8/10/03	Margaret Johnson
Max & Norma	Seward	1032 Peppermill Run	8/02/03	Max Seward
Arvine & Geneva	Raker	1035 Peppermill Run		NO
Mary Ellen	Wurz	1037 Peppermill Run	8-2-03	Mary Ellen Wurz
Floyd & June	Baugh	1040 Peppermill Run	8-2-03	June Baugh
Peter & Marie	Chudzinski	1043 Peppermill Run	NA	
Maggie	Arnold	1045 Peppermill Run	NA	
Cleo & Joyce	Williams	1046 Peppermill Run	8/2/03	Cleo Williams
Bob & Sally	McCarthy	1052 Peppermill Run	8-2-03	Sally McCarthy
Barbara	Southwood	1054 Peppermill Run	8/2/03	Barbara Southwood
Joan	Yeager	1080 Peppermill Run	X	
Scott & Donna	Peckinpauhn	1061 Peppermill Run	X	
Pat	Stafford	767 Ivy Lane	NR	
Pauline	Jessup	768 Ivy lane	7/28/03	Pauline Jessup
Richard & Helen	Krohne	769 Ivy Lane	FOR SALE	
Gene	Willis	770 Ivy Lane	7-20-03	Gene Willis
Ruth	Cassell	795 Ivy Lane		RENTED
Marvin & Mary	Kinder	796 Ivy Lane	7/29/03	Marvin Kinder
Cynthia	Milko	797 Ivy Lane	N.A.	
Evelyn	Wilson	798 Ivy Lane	7-29-03	Evelyn Wilson
Arthur & Bonnie	Trefry	763 Ashford Lane		NO
Marilyn	Link	764 Ashford Lane	7-29-03	Marilyn Link



ASHFORD RIDGE HOMEOWNER'S ASSOCIATION PETITION

We, the undersigned, vote to change the Ashford Ridge Homeowner's Association's Covenants to reflect that renting of units shall not be allowed.

First Name	Last Name	Street Address	Date Signed	Signature
Dylois	Horgan	765 Ashford Lane	1-30-03	M. Dylois
Lavern	MARY SNAPE Smith	766 Ashford Lane	1-30-03	Mary Anne Smith
Pamela	Sherman	790 Ashford Lane	N.A.	
Margaret	Blevens	791 Ashford Lane	1-30-03	Margaret Blevens
Jerry & Anne	Eacret	792 Ashford Lane	N.A.	
Harry/Wilma	Fryar	793 Ashford Lane	1-30-03	Harry & Fryar



CHICAGO TITLE