

Carly S. Evans
HANCOCK COUNTY RECORDER

2013050

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BRISTOL RIDGE COVENANTS

16. Signs. No sign of any kind shall be displayed to the public view on any Homestead except one (1) sign of not more than five (5) square feet advertising the property for sale, or a sign of any dimension used by a builder to advertise during the construction and sales period. There is reserved to the Declarant, its successors and assigns, the right to construct signs as it desires in order to foster the promotion and effect sales of lots or structures in said development.

17. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Homestead except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner. No dog kennels or dog houses shall be allowed to be erected on any Homestead without the consent of the Architectural Control Committee.

18. Garbage and Refuse Disposal. No Homestead shall be used or maintained as a dumping ground for rubbish. Trash, garbage and all other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and kept indoors except for pick-up. The outside placing for pick-up shall be no earlier than twenty-four (24) hours from expected pick-up time. Burning of trash is expressly prohibited.

19. Utilities, Satellite Dishes, Signal Towers and Television Antennas. All communication antennas shall be placed indoors and out of view. Satellite dishes shall be placed in the rear of the residence and may not exceed twenty-four (24) inches in diameter.

20. Health Concerns. All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures of the State Board of Health, or other civil authority having jurisdiction.

21. Lot Division. There shall be no subdivision or sale of any lot or part of a lot by a home owner for the purpose of building an additional dwelling.

22. Lighting and Landscaping. A dusk-to-dawn electric light of the type specified by the Architectural Control Committee shall be installed by the builder on each lot. If electric, post lights shall be equipped with automatic operators (electric eyes) to provide light from sundown to dawn.

A. Trees. Three (3) two inch or larger caliber trees must be planted in the front yard of each residence. Species as follows:

- One (1) Flowering
- One (1) Pine
- One (1) Selection by lot owner

B. Planting Bed, Planting Bed Requirements in the front of each residence:

- 15 plants 12-18 inches tall
- 13 plants 24-36 inches tall

23. Mailboxes. The Developer or its Assigns shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for the mailbox which shall be standard for all mailboxes in this subdivision. All mailboxes and posts shall meet the requirements of the Hancock County ordinance governing mailboxes.

24. Solar Technology. Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the Architectural Control Committee.

25. Lot Maintenance. After construction, lots which contain a structure, grounds and recreational equipment shall be maintained in a neat and attractive manner.

26. Retention Pond and Streams. Lots 13-18 include ownership of a portion of a separate body of water. This body of water serves as a retention for drainage areas and outlets for surface water in Bristol Ridge. Only the owners of the lots herein mentioned with respect to the pond upon which their lots abut, shall have the right to use the pond for fishing so long as it is done solely from that specific lot owner's bank. None of the owners herein shall have the right to use such pond for any other purpose including but not limited to wading, boating, use of any motorized craft, swimming or fishing from within the pond. The lot owners who abut this pond assume the responsibility for the cost of maintaining the pond on an equal prorate basis. Also, the lot owners who abut this pond must maintain, with respect to the pond, a comprehensive public liability insurance policy having a combined single limit liability of not less than Five Hundred Thousand (\$500,000.00) Dollars and a comprehensive umbrella public liability policy having a combined single limit liability of not less than Two Million (\$2,000,000.00) Dollars. In addition to the underlying coverage, such policy shall list the developer and the Bristol Ridge Homeowners Association as additional insured thereunder. Furthermore, the lot owners who abut the pond shall indemnify and hold the developer and Bristol Ridge

Homeowners Association harmless with respect to any liability, claim or damage arising out of or relating to the existence, condition or use of the pond. The indemnification shall include, but is not limited to all expenses incurred by the developer and Bristol Ridge Homeowners Association in defending against any such liability claim or action for damages including attorney fees.

27. Homeowners Association. The "Bristol Ridge Homeowners Association, Inc." (herein referred to as the "Association") shall be an Indiana corporation, created by the Declarant, acting on behalf of the Owners and future owners of lots in this subdivision. Each owner of a lot in Bristol Ridge shall be a member of the Association and shall be entitled to cast one (1) vote at all meetings for which a lot is owned. The purpose of the Association is to manage and support financially all landscape easements and entrance signs or, until such time as the Association is created by the Declarant, in the sole discretion of the Declarant, and all purposes as the membership deems necessary. After its creation by the Declarant, the Association shall conduct a meeting at least once a year to organize and elect officers. The Association shall adopt by-laws for the government and may levy and collect dues. The Association shall have the authority to impose and collect annual assessments for the installation and operation of the landscape easement and entrance; provided, however, that the total of such dues and assessments levied against such lot shall not exceed Two Hundred (\$200.00) Dollars per lot per year, unless amended by a majority vote of the lot owners. Those assessments shall be levied equally on each lot in all Additions to and Sections of the recorded Plans of Bristol Ridge. Failure to pay said assessments or annual dues shall be a violation of these covenants and restrictions. Any such assessments or annual dues shall be billed by the Association to the owner of each lot during the month of January of each year and shall be due and payable within Thirty (30) days. All lots sold by the Declarant in these Sections of the Bristol Ridge subdivision shall, from and after the recording of these restrictions, be subject to said annual dues and assessments. Said dues and assessments, including interest, costs of collection and attorney's fees, if any, as hereinafter provided, shall be a lien in favor of the Association upon the lot against which such dues and assessments are charged until discharged by payment or released by the Association, which lien may, but need not, be enforced in the same manner as is provided in the mechanic's lien statutes of the State of Indiana. Notwithstanding anything to the contrary herein, the Association need not file or record or send any notice with respect to any lien or liens or bring suit thereon within any time specified in the mechanic's lien statutes of the State of Indiana to enforce the same. The Association may, but need not, publicly record such notices of undischarged liens arising hereunder as it deems appropriate and may, but need not, bring a separate independent action in any court to enforce payment of, or to foreclose, the lien created hereunder. Provided further, that any person purchasing or dealing with any sold lot may rely upon a certificate signed by the president or secretary of the Association showing the amount of such certificate and the Association shall not be entitled to enforce any lien for such charge occurring prior to the date of any such certificate unless the amount thereof is shown in said certificate. The within above described lien is subordinate to any first mortgage lien. Any post-due annual dues, assessments or other charges assessable hereunder shall bear interest at the rate of Eight (8%) percent per annum commencing thirty (30) days after the same become due and with attorney's fees, and shall be due and payable without relief from valuation and appraisal laws. The Association may be formed for and engage in, such other activities as may be beneficial to the lot owners, to the public at large or which may qualify the Association as a "not-for-profit corporation or association" as defined in the Internal Revenue Code. Until such time as the Association is created by the Declarant, the Declarant, acting on behalf of the Association if he formed, shall be entitled to carry out the responsibilities assigned to and enjoy and exercise the rights and powers granted to, the Association pursuant to these restrictions; provided, however, that the total of such dues and assessments levied by the Declarant in such capacity against each lot shall not exceed Two Hundred (\$200.00) Dollars per lot per year so long as the Association has not been created and the Declarant is acting in such capacity on behalf of the Association to be formed.

28. Fires. No fires shall be permitted to burn upon any street or roadway in this subdivision.

29. Amendment of Covenants. It is expressly provided that the Declarant, its successors or assigns, shall have the exclusive right until the date upon which it relinquishes this right, the date it no longer owns any Homestead or December 31, 2010, the first of which these events to occur, to amend any or all of the restrictions or covenants herein contained; except that the Declarant, its successors or assigns, shall not, during such period, increase the Two Hundred (\$200.00) Dollar limitation on the total dues and assessments which may be levied annually by the Association against any lot. The amendments to this Declaration may include, but are not limited to, the right to waive any part of the restrictions or conditions as to any

particular lot, the addition or deletion of property to be bound by the restrictions, whether by reference amendment of any or all of the covenants herein contained and the property which shall then be included with the covenants, restrictions, limitations and also covenants and restrictions as a subsequently and from time to time by the Declarant or recording of a written amendment Declarant and duly acknowledge and recorded in the Office of the County, Indiana, and shall be recorded. After the earlier of Declarant relinquishes this right the Declarant no longer owns or December 31, 2010, these restrictions including that provision of Four Hundred (\$400.00) Dollar dues and assessments which the Association against any lot, time by the recording of such: the Owners of the fee owners - Seventy-five (75%) percent of 1 Prior to the date upon which the Declarant no longer owns any 1 2010, that part of the provision places a Two Hundred (\$200.00) total dues and assessments which annually by the Association ago amended at any time by the 21 amendment executed by the Declarant of not less than Fifty-one (51) the subdivision.

30. Duration of Covenants. If restrictions are to run with the building on all parties and all of them until December 31, 2025 covenants and restrictions shall extended unless for successive years, unless by a vote of the title of not less than Seventy-five (75%) lots covered by these covenants agreed to change these covenants whole or in part.

31. Separability of Covenants. If the covenants or restrictions of competent jurisdiction shall the other covenants or restrictive provisions of these covenants remain in full force and effect.

32. Enforcement of Covenants. These provisions by injunction, cause the removal by due procedure, is hereby vested in a Bristol Ridge, and in the Assoc assignee, and in the Declarant a assignee. These covenants and enforced by a civil action for a other appropriate remedy at law person or persons shall violate of the covenants herein, it shall any other person or persons who the lots hereinbefore described, successors and assigns, or the whether in law or in equity, as persons violating or attempting covenants, and to enjoy them damages for such violation and appropriate relief. In the event and/or the Declarant should on any of the foregoing covenants incurred in such enforcement, 1 attorney's fees, shall be paid by or lots against whom such enforcement brought, and the Association or case may be, shall have a lien secure such lot owner's payment no event shall the Developer be damages, fees, or expenses for enforcement or failure to enter

33. Notice. Any notice require membership of the Association, out under the provisions of this Dec to have been properly sent and United States mail, postage pre return receipt requested, postage of Quarter Development, 1 said resident agent is set forth of the Indiana Secretary of State Room 155 State House, Indiana) to any member and to any our Homestead.

RISTOL RIDGE COVENANTS

LAUREL C 34
INSTRUMENT NO. 2013050

CERTIFICATE OF CORRECTION
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particular lot, the addition or deletion of the description
of property to be bound by these covenants and
restrictions, whether by reference thereto and/or
amendment of any or all of the restrictions or
covenants herein contained and by deleting or adding to
the property which shall then be subject to and
impression with the covenants, agreements, assessments,
restrictions, limitations and charges contained in these
covenants and restrictions as originally recorded and
subsequently and from time to time amended. Any
amendment by the Declarant shall be evidenced by the
recording of a written amendment signed by the
Declarant and duly acknowledged before a notary public
and recorded in the Office of the Recorder of Hancock
County, Indiana, and shall become effective upon such
recording. After the earlier of the date upon which the
Declarant relinquishes this right of amendment, the date
the Declarant no longer owns any home site or
December 31, 2010, these restrictions and limitations,
including that provision of Paragraph 22 which places a
Two Hundred (\$200.00) Dollar maximum on the total
dues and assessments which may be levied annually by
the Association against any lot, may be amended at any
time by the recording of such amendment executed by
the Owners of the fee owners of not less than
Seventy-five (75%) percent of the lots in the subdivision.
Prior to the date upon which Declarant relinquishes the
heretofore mentioned right of amendment, the date the
Declarant no longer owns any home site or December 31,
2010, that part of the provision of Paragraph 22 which
places a Two Hundred (\$200.00) Dollar maximum on the
total dues and assessments which may be levied
annually by the Association against any lot may be
amended at any time by the recording of such
amendment executed by the Owners of the fee owners
of not less than Fifty-one (51%) percent of the lots in
the subdivision.

30. Duration of Covenants. These covenants and
restrictions are to run with the land and shall be
binding on all parties and all persons claiming under
them until December 31, 2025 of which time these
covenants and restrictions shall be automatically
extended unless for successive periods of ten (10)
years, unless by a vote of the then owners of the fee
lots of not less than Seventy-five (75%) percent of the
lots covered by these covenants and restrictions, it is
agreed to change these covenants and restrictions in
whole or in part.

31. Separability of Covenants. Invalidation of any one
of the covenants or restrictions by judgment of a court
of competent jurisdiction shall in no way affect any of
the other covenants or restrictions and all other
provisions of these covenants and restrictions shall
remain in full force and effect.

32. Enforcement of Covenants. The right to enforce
these provisions by injunction, together with the right to
cause the removal by due process of law of any
structure, is hereby vested in each Owner of a lot in
Bristol Ridge, and in the Association, its successors and
assigns, and in the Declarant and its successors and
assigns. These covenants and restrictions may also be
enforced by a civil action for damages and by any
other appropriate remedy at law or in equity. If any
person or persons shall violate or attempt to violate any
of the covenants herein, it shall be deemed lawful for
any other person or persons vested with title to any
of the lots hereinbefore described, the Association, its
successors and assigns, or the Declarant, to proceed
whether in law or in equity, against such person or
persons violating or attempting to violate any such
covenants, and to enjoin them from so doing, to recover
damages for such violation and to seek all other
appropriate relief. In the event that the Association,
and/or the Declarant should employ counsel to enforce
any of the foregoing covenants and restrictions, all costs
incurred in such enforcement, including reasonable
attorney's fees, shall be paid by the owner of such lot
or lots against whom such enforcement action is
brought, and the Association or the Declarant, as the
case may be, shall have a lien upon such lot or lots to
secure such lot owner's payment of all such costs. In
no event shall the Developer be responsible for any
damages, fees, or expenses resulting from the
enforcement or failure to enforce any covenants.

33. Notice. Any notice required to be sent to any
member of the Association, owner or to the Declarant
under the provisions of this Declaration shall be deemed
to have been properly sent and given when mailed by
United States mail, postage prepaid, by certified mail,
return receipt requested, postage prepaid, to the resident
agent of Quarter Development, LLC at the address for
said resident agent is set forth pursuant to the records
of the Indiana Secretary of State, Corporate Division,
Room 155 State House, Indianapolis, Indiana 46204, and
to any member and to any owner at the address of the
Homefile.

DECLARANT:

QUARTER DEVELOPMENT, LLC
By [Signature] Member

ATTEST:
[Signature] Member

STATE OF INDIANA)
COUNTY OF HANCOCK) SS:

Before me, the undersigned, a Notary Public in and for
said County and State, this 1 day of
December, 2000, personally appeared
David Patrick Member, and
Carrie J. Jurek Member of Quarter
Development, LLC and acknowledged the execution of the
above and foregoing instrument to be their voluntary act
and deed pursuant to authorization of said corporation.

WITNESS my hand and Notarial Seal.
[Signature]
[Signature] Notary Public
Residing in Hancock
County, IN
My Commission Expires:
3/22/08

This instrument was prepared by Edward W. Hardig, Jr.,
Attorney at Law (IN#19199-71) (M#PE0319), 1127 E.
Vincennes Ave., South Bend, Indiana 46614.

DULY ENTERED
FOR TAXATION

DEC 1 2000

[Signature]
Notary of Hancock County