

RESTRICTIVE COVENANTS OF NORTHRIDGE SECTION 12

Ridge Gate, Inc., an Indiana corporation, does, by this indenture, hereby restrict and covenant the real estate within the boundary of Northridge Section 12 as per plat thereof recorded March 8, 1999, in Plat Cabinet 2, Slide 61, Page 1, in the office of the Recorder of Hendricks County, Indiana the legal description of which is more particularly described in Exhibit "A", to itself and its grantees, assigns, successors, legal representatives and to any person, persons, corporations, banks and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

1. DEFINITIONS.

- A. "Developer" shall mean Ridge Gate, Inc., an Indiana corporation.
- B. "Owner" shall mean the person or collection of persons who has or have acquired or is acquiring any right, title or interest, legal or equitable, in and to a lot in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.
- C. "Association" shall mean the Northridge Section 12 Property Owners Association, Inc. which shall consist of all lot owners within the Development. Upon the sale of sixty percent (60%) of all lots from the Developer, the Association shall be formed and take over the duties described herein.
- D. "Lake Association" shall mean the Northridge Lake Association, Inc. which shall consist of all Lot Owners within the Development which are contiguous to a lake. Upon the sale of sixty percent (60%) of said Lots, the Lake Association shall be formed and take over the duties described herein.
- E. "Committee" shall mean the Architectural and Environmental Control Committee composed of the officers and directors of Ridge Gate, Inc., or their duly authorized representatives, all of whom shall serve without compensation for services performed as Committee members. In the event Ridge Gate, Inc. is dissolved, the then existing Committee members shall appoint an Owner to take said member's position on the Committee. Upon the death of any member of said Committee, the remaining member or members shall have full authority to perform the duties of the Committee, or to designate a representative with like authority, who must be an Owner.
- F. "Plat or Plats" shall mean the subdivision plat or plats for Northridge Section 12 which was recorded on the 8th day of January, 1999, as Instrument No. 990000941 in the Office of the Recorder of Hendricks County, Indiana.
- G. "Easements" shall mean and refer to certain "Drainage Easements", "Utility Easements", "Maintenance Easements" and "Landscaping Easements" which are referenced on the Plat.
- H. "Lake Areas" and "Common Areas" shall mean those areas on the Plat or Plats marked as such, or the drainage easement in the southwest corner of the

subdivision or those areas other than Lots. The Lake Areas and Common Areas are hereby created and reserved:

1. solely for the common visual and aesthetic enjoyment of the Owners;
2. for use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways and nature areas, if any;
3. for the use as retention and detention ponds or lakes, entryways and nature areas, if any; and
4. for the use of the Association and the Lake Association for the management and control of retention and detention ponds or lakes, entryways and nature parklands and the installation, maintenance and repair of improvements thereto.

2. **COMMITTEE.** The Architectural and Environmental Committee shall consist of a person or persons chosen by Developer until such time as all lots are sold by Developer to third parties, at which time the Committee shall consist of seven (7) persons from among the then existing lot Owners chosen by the Association. In the event of a vacancy in membership on the Committee, the remaining members shall name a replacement from among the then existing lot Owners. After all lots are sold by the Developer, only lot Owners may be members of the Committee. Wherever consent, approval or other action of the Committee is required under any provision of these Restrictive Covenants, such requirement shall be deemed satisfied if, sixty (60) days after proper and complete presentation of the matter to such Committee, it shall have failed to issue its decision in writing. Voting on Committee matters may be done in person or by proxy (provided the proxy is in writing and notarized.)

3. **LAND USE.** Lot use will conform with the regulations of the Town of Brownsburg Plan Commission, unless these Covenants are more restrictive, in which case these Covenants will control. All lots are restricted to residential use. The subdivision of a lot is prohibited unless said division creates two building sites on three adjoining lots, which building sites comply with the Town of Brownsburg zoning and subdivision regulations and with these Covenants. Where a lot is subdivided or where an Owner acquires adjoining lots for the purpose of building one residence across the common lot line, the side lot line set back restrictions specified hereinabove and in Section 5 below and shall not apply to said common lot line. Construction of buildings across drainage easements and utility easements that coincide with lots lines is prohibited.

4. **RESIDENCE SIZE.** No residence shall be erected, altered, placed or permitted to remain on any lot other than one single-family residence three stories or less in height. Every residence shall have an attached garage that is large enough to shelter two or more automotive vehicles. Lots developed within a two-lot perimeter of the existing Northridge Subdivision shall be developed to the current R-1 Zoning Classification standards. Said residential structures shall measure a minimum of 2600 square feet of living space, and two-story structures shall have a minimum ground floor area of 1400 square feet on said lots. All other lots shall be developed to the current R-2 Zoning Classification standards. Said residential structures shall measure a minimum of 2200 square feet of living space, and two-story structures shall have a minimum ground floor area of 1300 square feet on said lots. All residential structures in the both the R-1 and R-2 Zoning Classifications shall be constructed with one hundred percent (100%) brick on the lower level, and

with at least eighty percent (80%) brick on any upper levels. No vinyl or aluminum siding, nor vinyl windows are permitted on any residential structures.

5. ACCESSORY BUILDINGS. No utility buildings, barn or other accessory building will be allowed on any lot.

6. BUILDING SETBACK DISTANCES. Between the front lot lines and the building lines shown on this plat, no buildings shall be erected, placed, altered or be permitted to remain. Further, on R-1 Lots no building shall be erected nearer than fifteen (15) feet to any side line of a lot on one side, and the total of both side setbacks shall be not less than thirty-five (35) feet. On R-2 Lots no building shall be erected nearer than ten (10) feet to any side line of a lot on one side, and the total of both side setbacks shall be not less than twenty-five (25) feet. The minimum rear yard setback distance is fifteen (15) feet. Setback dimensions are measured perpendicular to lot lines. Architectural appurtenances projecting not more than twenty-four (24) inches, stairways projecting not more than four (4) feet, unenclosed and unroofed porch slabs on the front sides of buildings, steps, and walks are exempt from these setback requirements.

7. OCCUPANCY OF STRUCTURES. No residence shall be occupied or used for residential purposes or human habitation until it has been fully completed upon the outside and substantially completed on the inside, and a Certificate of Occupancy has been issued therefor by Town of Brownsburg. The use of any other structure or mobile home as a residence, either temporarily or permanently, is prohibited.

8. ARCHITECTURAL DESIGN. No building, wall, fence or other structure shall be constructed, erected, placed or altered in this subdivision until the location plan, building plans and specifications have been first submitted to and approved by the Committee as to harmony with the exterior design, quality and aesthetic appearance of structures already built, and as to conformity with grading plans, exterior architectural elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the subdivision. The Committee's approval or disapproval as required in these Covenants shall be in writing. If the Committee, or its appointed representative, fails to approve or disapprove any plans and specifications within fifteen (15) days after such plans and specifications are submitted to it or, in any event, if no suit to enjoin the construction has commenced before the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. IMPROVEMENT LOCATION PERMIT. In addition to the approval required in Section 7 above, Town of Brownsburg must issue an Improvement Location Permit before any structure, improvement or land use may be altered, changed, placed, erected or located in this subdivision. The Town of Brownsburg Plan Commission has approved a soil and water conservation plan (erosion control plan) and a development plan showing house locations, first floor elevations, and an "emergency flood route" with slopes for positive surface drainage therefrom. Prior to the closing of the sale of a lot from the Developer to an Owner, that Owner shall inspect his lot to insure that the Developer's drainage facilities will remove all free water from the surface of the lot. He or she shall report at once to the Developer any deficiencies found. The Owner shall develop his lot in a way that assures that finished slopes, grades and erosion control measures comply with said soil, water and development plans after completion of all improvements and landscaping. Said plans may be inspected in the office of said commission during regular office hours. Deviations from those plans require prior commission approval and may necessitate a site re-evaluation and a redesign by a Registered Professional Engineer or Registered Land Surveyor at the time of Improvement Location Permit and Certificate of Occupancy application, which engineer or surveyor shall certify positive surface drainage and that waste water will gravity flow from the first floor of the residence to a sanitary sewer. In the improvement of any lot, the Owner thereof will be accountable to the Developer and the Town of Brownsburg

Drainage Board for damages caused by him or his contractors to drainage facilities built by the Developer. In the event such damages, the Owner will be given notice by certified or registered mail to repair said damages.

The Table of Elevations appearing on said development plan shows, for each lot, recommended first floor elevations for houses if constructed at the locations shown on said development plan. The entrance of ground water and surface water into basements shall be prevented by special designs and construction.

10. **WATER SUPPLY SYSTEMS.** The central water supply system of the Indianapolis Water Company, in lieu of individual water wells, shall be used in this subdivision. The Town of Brownsburg Plan Commission is hereby granted right of enforcement of this covenant.

11. **FENCES.** No fences of any kind may be erected or constructed on any portion of any Lot, except fences for swimming pools; provided that such fences comply with all Brownsburg Ordinances and shall be approved by the Committee. All swimming pools shall be properly fenced to protect the safety of others as provided in Section 24 below. Such fences shall not be required if a properly installed automated pool cover is maintained in place that will withstand and support a weight of four hundred (400) pounds or more and satisfies the requirement of all governmental authorities and is kept closed at all times when the pool is not in use or otherwise attended. Fences in easements are prohibited.

12. **CONSTRUCTION TIME.** Unless delayed by court injunction, war or an act of God, any residence, fence, water line, sewer, ditch, or any structure on any lot, once approved and under construction, must be completed one (1) year from the date construction starts, after which time the Committee may, without notice, enter, take possession of said lot and sell the same together with the improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the Owner of the lot at the time of sale.

13. **STORAGE TANKS.** There shall be no oil, gasoline, and other storage tanks allowed.

14. **SIGNS.** The only signs that lot Owners may erect in this subdivision are those required bylaw, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the Owner no more often that two (2) days twice a year, a single sign placed by an Owner to advertise the property for sale or rent or to prohibit hunting or trapping. No sign shall exceed sixteen (16) square feet in size.

15. **HUNTING AND TRAPPING.** Hunting and trapping are prohibited in this subdivision.

16. **CLOTHESLINES.** No clothing, laundry or wash shall be aired or dried on any portion of any lot visible from the road or from another lot.

17. **SIGHT DISTANCES.** No one may place, construct, plant, maintain, allow or suffer any improvements, landscaping or other obstructions to vision (excepting mailboxes) between two (2) and eight (8) feet above the finished grade with the purpose that at least one hundred fifty (150) feet of sight distance will be provided in both directions along streets from points in the driveways twenty-five (25) feet from the street curb. Where the Committee determines that this rule for a driveway is impracticable or unreasonable, it may allow an alternative that offers the least hazard and interference with traffic.

18. **ANIMALS.** No more than two (2) household pets, such as cats and dogs, are allowed to be kept or maintained on any lot. No animal shall be kept, bred or maintained for commercial purposes.

Household pets shall be kept quiet so as not to disturb the peace and tranquility of the neighborhood. No such animal shall be allowed to run at large. Should an animal be walked by leash, any debris or animal waste resulting therefrom shall be cleaned up, removed and disposed of immediately by the Owner of said animal. No animal shall be left outside overnight. All dogs shall be confined and kept quiet after 9:00 P.M. and before 8:00 A.M. Dogs shall be confined or securely restrained and leashed at all times.

19. **VEHICLE PARKING.** No trucks (other than pickup trucks), tractors, disabled vehicles, unused vehicles, campers, motor homes, trailers, recreational vehicles, boats, motorcycles or similar vehicles shall be parked or repaired on any road, street, private driveway or lot in this subdivision. No vehicle of any kind shall be parked on any street or road in this subdivision excepting for a reasonable length of time. The Committee shall determine what constitutes a reasonable length of time.

20. **LANDSCAPING.** The lot Owner shall modify his lot for human use and enjoyment by grading and decorative planting within thirty (30) days following completion of a house thereon, weather permitting.

21. **LANDSCAPE EASEMENT AREAS.** Any area designated on the recorded plat as "Landscape Easement Area" shall be maintained by the Property Owners' Association, which Easement shall include the right of ingress and egress for said purpose.

22. **MAINTENANCE OF LOTS AND IMPROVEMENTS.** Each lot Owner shall maintain his lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. Garbage, trash and other wastes shall be kept in odorless and sanitary containers which shall be emptied weekly by a refuse collection service. At least twice during each of the months of April through September, lot Owners or their designated representatives shall mow their lots, whether or not improved.

23. **NUISANCES.** No one shall carry out, or allow to be carried out, any noxious or offense activity on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the neighborhood.

24. **BUSINESSES.** No mercantile building shall exist, nor shall any manufacturing, wholesaling, retailing business, church or school operate in this subdivision. Day care and pre-school facilities for no more than six (6) children twelve (12) years of age or younger are permitted. Home occupancy businesses engaged in by permanent resident lot Owners are allowed so long as the activities conform with all laws, county ordinances and other governmental regulations and have no employees, independent contractors, signage, generate no additional vehicular traffic and require no parking spaces beyond those needed by lot Owners and their immediate families.

25. **LOT GRADING.** Lots shall be graded so as not to restrict the surface water runoff or cause ponding or stoppage of said runoff over any lot in this subdivision.

26. **DRIVEWAYS AND ACCESS RIGHTS.** Residential driveways shall be constructed of portland cement concrete, asphalt or other hard surface materials; however, driveways between the backs of curbs and street boundaries, as well as sidewalks, shall be constructed of portland cement concrete. Pavement shall be a minimum of four (4) inches thick, excluding sub-base materials.

27. **SWIMMING POOLS.** No swimming pools, where the water level is either partially or completely above ground level, shall be permitted. Any in-ground swimming pool shall be properly fenced or covered to protect the safety of others. Before installation, such fence or cover shall receive Committee approval as required by Section 10 above.

28. **CRAWL SPACE, BASEMENT AND FOUNDATION DRAINS.** No crawl spaces, basements, eaves troughs, gutters, downspouts or foundation perimeter drains shall be constructed to discharge water onto a street. Crawl space drains, foundation drains and basement drains intercepting and carrying only excess ground water may connect to subsurface drains already in place for that purpose. Should any such subsurface drain become blocked, partially block or damaged with resulting damage to another lot Owner and/or to the drainage system of any street, the Owner causing said blocking and/or damage shall be liable for all damages to the injured party or parties, the Developer or Town of Brownsburg, and shall hold all contractors, engineers, developers, other lot Owners, and said Town harmless from liability therefrom. Extreme caution is mandatory when installing foundation drains and/or sump pumps at basements located on lots and/or in areas where a one hundred (100) year emergency flood route is shown on the development plans is present, even though said drains and/or sump pumps may be outside any special flood areas determined by the Indiana Department of Natural Resources.

29. **BASEMENTS.** Where a basement is constructed on any lot in this subdivision, a pump ejector system for withdrawing waste water from basement facilities, as well as other pumps for foundation drains, may be required.

30. **PROSCRIBED AND OTHER IMPROVEMENTS.** No improvements of any kind shall be permitted in a dedicated street right-of-way excepting erosion control, driveway entrances, sidewalks, landscaping and mailboxes. No free-standing antennas or rooftop antennas shall be allowed in this subdivision. Satellite dishes or receivers shall be allowed only behind residences, and then only if approved beforehand in each instance by the Committee as to location and design. Satellite dishes shall not exceed eighteen (18) inches.

31. **SANITARY SEWER CONNECTION.** Private sewage disposal systems are prohibited in this subdivision. Every lateral connecting between a residence and a public or semipublic sanitary sewer shall contain a check valve to prevent back flow. The installation and perpetual maintenance of such laterals and check valves is the responsibility of the lot Owners.

32. **UTILITIES CONNECTION INSPECTION.** All materials and workmanship in the installation of connections between residences and utility facilities shall be subject to access and inspection by the utility companies having jurisdiction, or by their duly authorized representatives or successors, who have the right to require correction of any defects discovered.

33. **SIDEWALKS.** Each initial lot Owner taking his title from the Developer, by acceptance of a deed for his lot, even if not expressed in said deed, is deemed to covenant and agree to build (at the time of construction of the residence) and maintain in good condition a concrete sidewalk at the sides of all streets upon which is lot abuts. Sidewalks shall be constructed within two (2) years of the date of said deed if no residence is erected on the lot, or prior to the conveyance of title to another party, whichever event occurs first. Said walks shall conform with the lines and grades established by the Committee. Each said Owner shall be responsible for grading and finishing yard slopes, erosion control and decorative landscaping as required by the Committee for sidewalk construction. Said walks shall conform with the development plans for the subdivision on file in the office of the Town of Brownsburg Plan Commission and shall be placed on a four (4) inch aggregate sub-base.

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34. **STAKING.** Developer will set lot corner stakes one time. Wherever possible to be driven, corner stakes will consist of three-fourths (3/4) inch metal pipes about thirty (30) inches long set so as to leave about one or more inches of pipe protruding above ground unless a different type of monument appears on the recorded plat. Laths, with or without flagging, driven beside metal pipe stakes do not constitute corner stakes, but serve only to signalize and identify corner stakes. Said corner stakes will not only furnish a means for determining lot boundaries, but may aid in the location and orientation of improvements to be constructed on the lots. Lot Owners shall have charge and care of stakes marking their respective lots and shall be responsible for their preservation. Since restoration will be at the lot Owner's expense, said Owners should become familiar with stake locations and do all things necessary to maintain and protect them. Lot Owners may hire said corporation to replace stakes damaged or destroyed from any cause or may engage any registered land surveyor to perform that work.

Accidental displacement of stakes and laths during the construction of public and private improvements and intentional displacement due to vandalism may cause conflicts between plan locations and staked locations of lot corners and lines. Neither Developer nor its engineers or surveyors express or imply any warranty with regard to the correctness of disturbed stakes. Therefore, lot Owners and their independent contractors, including their engineers and surveyors, together with utility companies who may install facilities according to takes in place, shall recognize and act not only by the actual notice on the ground to which they are exposed, but also by the constructive notice afforded by the recorded plat of the subdivision. Before starting any excavation, building or other improvement, they shall be responsible for comparing all linear and angular measurements between corner stakes found at the site with such dimension exhibited on said recorded plat. They shall correct at once any discrepancies discovered in the stakes.

35. **MUD CONTROL.** Prior to, during or after construction of any improvements on any lot, the Owner of said lot or his agents shall construct a driveway or similar graveled or other improved surface on said lot for the delivery of supplies that will discourage or hinder the tracking of mud or other debris from the lot upon public streets. To further prevent vehicles from distributing mud or other debris on the public streets or any area of Northridge Section 12, said Owner or his agent shall line the lot side of any curb adjoining that lot with bales of straw, appropriate fencing or erect any other barrier to block vehicles leaving the lot excepting at the driveway or other appropriately surfaced area. Should mud or other debris be distributed on any public street or other area of Northridge Section 12 as a result of any activity on any lot, the Owner of that lot shall be responsible for the removal of that mud or other material on the date of its placement. The Committee may enforce this provision by any mechanism or procedure described in Section 37 below. The Owner further holds Developer, its agents, engineers, contractors and Town of Brownsburg, Indiana, harmless from any liability that might result from violation of or failure to conform with this or any other section of these Restrictive Covenants.

36. **MAILBOXES.** Developer will furnish specifications for a mailbox with post assembly. The Owner or his contractor shall purchase and install said mailbox at the Owner's expense. No other type of mailbox or mailbox post shall be erected or be permitted to remain at any lot unless prior approval by the Committee.

37. **INLET AND CATCH BASIN CASTINGS. CLEANING OF.** To facilitate storm water remove from streets and other areas, the Town of Brownsburg may keep castings of inlets and catch basins free of silt, debris and the accumulation of any other foreign matter. However, if any such casting ponds water because said Town has not cleaned it, it shall be the duty of the Owner or Owners, whose lots contribute storm water to said inlet or catch basin, to clean said casting and properly dispose of any obstructing debris. Lot Owners failing to clean said castings shall be solely liable for damages that may result.

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38. **FOUNDATIONS AND SLABS ON GRADE.** All building foundations and floor slabs shall be placed on suitable soil. At the time of slab placement and excavation for the foundations, careful observation of the sub-grade shall be made by a qualified professional. Any soils containing deleterious materials shall either be removed and replaced with engineered fill or the foundations shall be lowered to competent soil. At no time may any owner, contractor, or builder change or alter the established grade of any lot without the prior written consent of the Committee.

39. **ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE.** In the event that any Owner of a lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provision of these restrictions, the Developer and/or 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. Any cost attributable to the Association performing such work shall be added to the Owner's assessment charges described below.

40. **COMMON AREAS.**

A. The parcels of land designated on the Plat and the improvements construed thereon are common area (hereinafter Common Area). Common Area A shall be owned by Northridge Lake Association, Inc., an Indiana Not for Profit Corporation (hereinafter Lake Association). Areas B, C and D shall be owned by Northridge Section 12 Property Owners Association, Inc. an Indiana Not for Profit Corporation (hereinafter Association). Every lot owner shall have a non-exclusive right and easements of enjoyment in common with all lot owners, in and to the Common Areas B, C and D, which shall be appurtenant to and shall pass with title to every lot in the form of a right to and obligation of membership in the association subject to the following provisions:

1. the right of the Association to promulgate reasonable rules and regulations governing the use and maintenance of the Common Areas;
2. the rights of Developer as provided in this Declaration;
3. all other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented;
4. the rights of the Association to mortgage any and all of the Common Area, upon the approval of two thirds (2/3) of the membership of each class of members of the Association;
5. the easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area for the benefit of its members; and
6. the right of the Association to dedicate or transfer all or any part of the Common Area 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 the approval of two thirds (2/3) of the membership of each class of members of the Association.

B. Delegation of Use. Any owner may delegate, in accordance with the By-laws and any reasonable and non-discriminatory rules and regulations promulgated from time to time by the Association and subject to the rights of others as set forth in this Declaration, his or her right of enjoyment of the Common Area to family members, to a lessee, or contract purchaser of his lot or to guests. This does not include access to lake for non-lake lot owners.

41. COVENANTS FOR MAINTENANCE ASSESSMENTS THROUGH THE ASSOCIATION.

A. Creation of the lien and personal obligation of assessments for maintenance of the roads, the Landscape Easement Areas, and Common Areas B, C and D as depicted on the recorded plat of Section 12. Each Owner of a Lot within the Development and each subsequent Owner of a Lot, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association; (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

B. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of Lot Owners and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the roads, Landscape Easement Areas and Common Areas B, C and D situated within the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additional thereto, and the cost of labor, equipment, materials, management and supervision thereof.

C. Basis and amount of annual assessments. The original annual assessment pursuant to the Covenants of Northridge Section 12 subdivision shall be in the amount of Fifty and no/100 dollars (\$50.00) per each lot sold by the Developer, its representatives, or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Northridge Section 12 Property Owners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of Common Areas B, C and D and the Landscape Easement Areas as required in the By-Laws of Northridge Section 12 Property Owners Association. In no event shall any assessment or charge or

special assessment as provided below be levied against or be due from developer for any lots owned by them or otherwise.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements. Provided any such assessment shall have the affirmative vote to two-third (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in basis and maximum of annual assessments. Subject to the limitations of Section C hereof, and for the periods there in specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. However, the Board of Directors for the Association may increase the assessment by ten percent (10%) over the immediate preceding year's assessment without assent from the members.

F. Quorum for any action authorized under Sections D and E. The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in said sections, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Section D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of commencement of annual assessments, due dates. The initial annual assessment, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The assessment for each succeeding year shall become due and payable on the first day of April of each year. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing the assessment.

H. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such

assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the Assessment shall thereupon be sent to every owner subject thereto.

I. Effect of non-payment of assessment. The personal obligation of the Owner. The lien. Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessment and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien on the property and its then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$25.00 may be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fees to be fixed by the Court, together with the costs of the action.

J. Subordination of the lien to mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessment which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

K. Exempt property. The following property, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest herein dedicated and accepted by the local public authorities and devoted to the public use; and (b) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (c) all properties depicted as common areas on the Final Plat of Northridge Section 12; (d) all properties owned by the Developer, its successors and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

L. Voting and Board of Directors. Each owner of a lot in the Development of Northridge Section 12 subdivision shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors which shall consist of not less than three (3) nor more than five (5) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors.

42. **LAKES.** Common Area A shall be titled in the name of Northridge Lake Association, Inc. The Common Area A, Drainage Easement and Landscape Easement Area at the lake shall be used and maintained by Lots Numbered 256, 257, 258, 266, 267, 268, 269, 270, 271, 272, 273, and certain future lots in Section 13 also contiguous to the Lake. The Lake shall be accessible for maintenance purposes on and along a Landscape Easement Area situated between Lots 257 and 258.

The Drainage Easement and Landscape Easement Area in the Southwest corner of Section 12 contained within Lots 243, 244, 245, and 246 shall be maintained by said Lots exclusively as part of the Northridge Lake Association, which lake shall be accessible for maintenance purposes on and along a Landscape Easement Area situated between Lots 244 and 245. The Lake situated within Common Area B shall be owned and maintained by the Northridge Section 12 Property Owners Association, Inc.

There shall be no fences, piers, decks or other structures or improvements made within or along the lake or Landscape Easement areas around the lakes without approval of the Lake Association or Association, whichever has authority on the lake..

43. COVENANTS FOR MAINTENANCE ASSESSMENTS THROUGH THE LAKE ASSOCIATION

A. Creation of the lien and personal obligation of assessments for maintenance of the lakes, the Landscape Easement Areas around the Lakes, and Common Area A as depicted on the recorded plat of Section 12. The Developer, being the owner of Northridge Section 12 subdivision hereby covenants, and each subsequent Owner of Lots contiguous to Common Area A and the drainage easement for pond in southwest corner of Section 12, by acceptance of a Deed of conveyance, shall be deemed to covenant and agree to pay to the Northridge Lake Association, Inc.: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

B. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of all Lots contiguous to the two Lakes aforementioned and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the two lakes situated upon the development including, but not limited to, the payment of insurance thereof and repair, replacement, maintenance and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof excluding items covered under paragraph 41 herein.

C. Basis and amount of annual assessments. The original assessment pursuant to the Covenants of Northridge Section 12 subdivision applied as an additional assessment payable in addition to those assessments created by

paragraph 41 above shall be in the amount of \$50.00 per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lake lot. All such assessments shall be paid to the Treasurer of the Northridge Lake Association, Inc. From all such assessments, the Association shall pay for the costs of maintenance repair, upkeep, management and operation of the two lakes. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by them or otherwise.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section C hereof, the Northridge Lake Association, Inc. may levy in any assessment year on each lot contiguous to a lake sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements related to the lakes in the development, including the necessary fixture and personal property related thereto, provided any such assessment shall have the affirmative vote of two-thirds (2/3) of the votes of all of the Northridge Lake Association, Inc. who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all such members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in basis and maximum of annual assessments. Subject to the limitations of Section C hereof, and for the periods there in specified, the Northridge Lake Association, Inc. may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members of said Lake Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for any action authorized under Sections D and E. The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Section D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of commencement of annual assessments, due dates. The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment for each

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succeeding year shall become due and payable on the first day of April of each year. No adjustments or proration of assessments shall be made by the Northridge Lake Association, Inc. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.

H. Duties of the Board of Directors. The management, affairs and policies of the Northridge Lake Association, Inc. shall be vested in the Board of Directors. The Board of Directors of the Northridge Lake Association, Inc. shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Northridge Lake Association, Inc. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Northridge Lake Association, Inc. shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of Northridge Lake Association, Inc., setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of non-payment of assessment. The personal obligation of the Owner. The lien. Remedies of Northridge Section 12 Subdivision. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessment and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and Northridge Lake Association, Inc. may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgment, said Judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

J. Subordination of the lien to mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

K. Exempt property. The following property, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authorities and devoted to the public use; and (b) all Common Areas to the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

L. Voting and Board of Directors. Each owner of a lake lot in the Development of Northridge Section 12 subdivision shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors, which shall consist of two (2) members, Mike Clark and Ryan Cottongim, which Initial Board shall serve until January 1, 2000. At least one (1) owner from each of the two (2) lakes shall be a member on the board at all times.

44. ENFORCEMENT. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in this subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages or other dues for such violation. If any Owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep sight distances clear, or to construct and/or maintain sidewalks in accordance with these Restrictive Covenants, the Committee 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 said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The Committee shall collect its cost thereof in any reasonable manner from the Owner. Neither the Committee nor any of its agents, engineers, employees or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any amount so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage previously recorded until paid in full, and shall also be a personal obligation of the Owner or Owners of that lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the Committee, such charge has remained due and payable for an unreasonably long period of time, the Committee may institute such procedures, either at law or in equity, by foreclosure or otherwise to collect the amount owing in any court of competent jurisdiction. The Owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney fees and court costs incurred by the Committee collecting the same. Every Owner of a lot in this subdivision and any person who may acquire any interest in such lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest, agrees that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively

held to have covenanted to pay the Committee all assessments that shall be made pursuant to this paragraph. Any right, duty or power designated herein to the Committee shall likewise be extended to any lot Owner damaged as a result of a violation of any covenant herein.

45. **TERM.** These Covenants will run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years, after which they shall be automatically extended for successive ten (10) year periods, unless, at any time, an instrument signed by at least three-fourths (3/4) of the Owners of the lots has been recorded agreeing to change said Covenants in whole or in part.

46. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

The undersigned persons executing this instrument on behalf of Ridge Gate, Inc. represent and certify that they are the duly elected representatives of said corporation and have been fully empowered by proper resolution of the Board of Directors of said corporation to execute and deliver these Restrictive Covenants.

IN WITNESS WHEREOF, Mike Clark, Ryan Cottongim and Denny Dausel, the President, Vice President and Secretary/Treasurer, respectively, of Ridge Gate, Inc., owner and proprietor of the above described real estate, have set their hands and seals this 26th day of March, 1999.

RIDGE GATE, INC.

By: [Signature]
Mike Clark, President

By: [Signature]
Ryan Cottongim, Vice President

By: [Signature]
Denny Dausel, Secretary/Treasurer

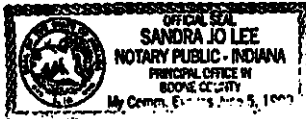
ASHLEY HOMES, INC.

By: [Signature]
Larry Gregory

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

Before me, a Notary Public, in and for said County and State, personally appeared Mike Clark, Ryan Cottongim and Denny Dausel, the President, Vice President and Secretary/Treasurer respectively, of Ridge Gate, Inc., as owner and proprietor of said subdivision, who acknowledged the execution of the foregoing to be their voluntary act and deed for the uses and purposes contained therein.

WITNESS my hand and seal this 26th day of March, 1999.



Sandra Jo Lee
Notary Public - Signature

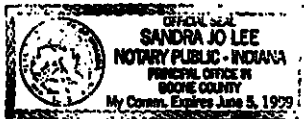
My Commission Expires:

Notary Public - Printed Name
Resident of _____ County

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

Before me, a Notary Public, in and for said County and State, personally appeared Larry Gregory of Ashley Homes, Inc., who acknowledged the execution of the foregoing to be their voluntary act and deed for the uses and purposes contained therein.

WITNESS my hand and seal this 26th day of March, 1999.



Sandra Jo Lee
Notary Public - Signature

My Commission Expires:

Notary Public - Printed Name
Resident of _____ County

This instrument was prepared by Ben Comer, Attorney-at-Law, 71 West Marion Street, P.O. Box 207, Danville, Indiana 46122, telephone: (317) 745-4300.