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Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 02-03-1997 At 01:33 pm.  
COV 32.00  
Vol. 158 Pg. 770 - 781

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE RESERVE AT BRIDGEWATER SECTION 1  
  
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT  
IN WASHINGTON TOWNSHIP, HENDRICKS COUNTY, INDIANA**

The undersigned **BRIDGEWATER LIMITED LLC**, an Indiana Limited Liability Company (hereinafter referred to as "Developer"), as owner and developer of real property described in Exhibit A attached hereto and known as The Reserve at Bridgewater Section 1 (including lots 1 through 27 and referred to herein as the "Subdivision"), imposes the following plat restrictions and covenants on the Subdivision for the benefit of all present and future owners of any lot in the Subdivision.

**DECLARATIONS**

All lots within the Subdivision shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all lot owners and occupants within the Subdivision and which shall run with the property and shall be binding on all owners and all persons claiming under them until December 31, 2007, at which time said covenants, conditions, restrictions and assessments shall be automatically extended for successive periods of ten (10) years, unless by a majority vote of the then owners of the lots in the Subdivision it is agreed to change said covenants, conditions, restrictions and assessments in whole or in part:

Article 1. Use Restrictions

1.01 Each lot within the Subdivision (hereinafter "Building Lot") shall be used for single-family residential purposes only. However, the Developer, its agents or assigns, may use the Building Lots for construction and sales purposes during any building and sales period.

1.02 No residence, building, shed, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, pavement, driveway, awning, wall or structure of any kind shall be erected, placed or altered on any Building Lot without first obtaining the written consent of the Architectural Control Committee subsequently described herein. All requests for written approvals from the Architectural Control Committee shall be in writing, shall be dated, shall specifically request approval of the contemplated improvement(s) and shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design,

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spacing, quality, use, construction materials, color scheme, grading plan and finish grade elevation for said improvements.

1.03 Each two (2) story single-family dwelling constructed on any Building Lot shall have a minimum of 1,700 square feet of living area and each single story single-family dwelling shall have a minimum living area of 1,500 square feet, exclusive of basements, open porches, garages and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles.

1.04 All structures or improvements commenced by an owner of any Building Lot within the Subdivision must be completed within nine (9) months from the date of commencement.

1.05 A walk light on pole with photo electric cell (or other darkness sensing technology) that automatically illuminates at darkness is to be installed in the front yard of each Building Lot at the time of construction of a dwelling thereon. The Building Lot owner shall maintain the light in operating condition at all times.

1.06 No detached storage buildings shall be permitted on any building lot.

1.07 No towers of any description or satellite dish antennas greater than twenty-four (24) inches in diameter will be permitted on any Building Lot without the written approval of the Architectural Control Committee. Said Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate. Any satellite dish antenna less than twenty-four (24) inches in diameter shall require Architectural Control Committee approval as to location, color and other aesthetic considerations.

1.08 No residence shall have a sump pump which discharges directly into the street through a curb.

1.09 No building shall be located nearer to any street than the building setback line shown on the recorded plat of the Subdivision. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.

1.10 No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Subdivision. Plantings within said utility or drainage easement areas are at the Building Lot owner's sole risk of loss if such plantings, as determined solely by the applicable utility authority or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Building Lot owner shall maintain such portion of any utility or drainage easement area as is located upon such owner's Building Lot.

1.11 No business activities of any kind shall be conducted on any Building Lot or open space in the Subdivision without the approval of the Homeowners' Association; provided, however, that the foregoing shall not apply to the business activities of Developer or the construction, sale or maintenance of Building Lots and residences by authorized builders or by Developer, its agents or assigns, during the construction and sales period.

1.12 No clotheslines shall be located on any Building Lot except one removable, folding, umbrella-like clothesline. Folding umbrella-like clotheslines shall be permitted in the rear patio area only. No laundry articles shall be left outdoors overnight or any time on Saturdays or Sundays.

1.13 No buses, campers, motor homes, trailers, boats, or other similar recreational vehicles shall be stored on any Building Lot unless housed within a garage building. All automobiles, trucks, motorcycles, vans, jet skis, snowmobiles or other such vehicles shall be housed within a garage building. No inoperable vehicles shall be stored on any Building Lot.

1.14 No exterior portion of any Building Lot shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and screened from public view. Building materials to be used in the construction of approved structures may be stored on a Building Lot, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Building Lot.

1.15 No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Building Lot without the written approval of the Architectural Control Committee.

1.16 No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Building Lot within the Subdivision. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. The Homeowners' Association may regulate and control the maintenance of lawn areas by publishing rules and regulations as it deems necessary from time to time.

1.17 No geothermal or solar heating system shall be installed on any Building Lot or on any dwelling thereon without the prior approval of all applicable agencies and the Architectural Control Committee.

1.18 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Building Lot, except that dogs, cats or other usual household pets may be kept on a Building Lot, so long as such pets are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to run loose or become a nuisance to any owner of any Building Lot in the Subdivision. The Homeowners' Association may regulate and control the maintenance of such household pets by publishing such rules and regulations as it deems necessary from time to time.

1.19 No sign or billboard shall be erected or displayed on any Building Lot except (a) one (1) sign of no more than five (5) square feet advertising the property for sale; (b) signs used by Developer, its successors and/or assigns, to advertise lots or residences for sale during the construction and sales period; and (c) signs approved by the Architectural Control Committee.

1.20 All tanks for the storage of propane gas, fuel or oil shall be located beneath ground level, except that propane tanks for service to the entire Subdivision or, on a temporary basis, for construction of an approved structure may be located above ground.

1.21 No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Building Lot without the written consent of the Architectural Control Committee.

1.22 No chain link fence will be permitted on any Building Lot in the Subdivision.

1.23 No above ground swimming pools in place for more than forty-eight (48) consecutive hours will be permitted on any Building Lot in the Subdivision.

1.24 Nothing shall be done, placed or stored on any Building Lot which may endanger the health or unreasonably disturb the occupants of the dwellings on neighboring Building Lots.

1.25 The owner of each Building Lot within the Subdivision, upon acquisition of title to such lot, shall automatically become a member of the Homeowners' Association created in accordance with Article 3.01 hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Building Lot and such membership shall terminate upon the sale or other disposition by such member of such lot ownership.

1.26 Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

It shall be lawful for the Developer, Hendricks County, the Homeowners' Association or any person or persons owning any real property within the Subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to violate the restrictions or to recover damages for such violation together with the costs incurred in enforcement of the restrictions.

## Article 2. Additional Drainage Easement Restrictions

Drainage easements shown on the recorded plat of the Subdivision may include storm water detention or retention areas designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Building Lot owners in the Subdivision and are to run with the land and shall be binding on all parties, on all owners, and all persons claiming under them forever, as follows:

2.01 No owner of any Building Lot in the Subdivision shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Building Lot owners.

2.02 No boating, fishing, swimming, ice skating or other recreational activity shall be conducted in, on or above said drainage easement areas.

2.03 The Homeowners' Association shall have the right to establish rules regarding the use of any drainage easement areas, provided such rules are not in conflict with any other provision contained herein, and are reasonably established to protect the safety and welfare of the residents of the Subdivision and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

2.04 The Developer, Hendricks County, the Homeowners' Association or any person or persons owning any Building Lot within the Subdivision may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and detention or retention system, and to recover compensation for any damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions.

Article 3. Homeowners' Association

3.01 After the recording of this Declaration, Developer shall form and incorporate a Homeowners' Association (the "Association") to promote the common interest of all Building Lot owners, to handle maintenance of certain areas within the Subdivision as set forth below and to promote compliance with the covenants, conditions and use restrictions set forth in this Declaration. The Association shall be comprised of the owners of all the Building Lots in the Subdivision. Developer reserves the right to expand the membership and duties of the Association to include other sections of The Reserve at Bridgewater to be developed in the future. Attached hereto as Exhibit B is a description of real property which may be developed by Developer (the "Expansion Property"), the lot owners of which may, at the option of Developer, be required to become members of the Association. If the Developer elects to develop all or a portion of the Expansion Property and elects to include the owners of lots in such portion of the Expansion Property as members in the Association and to expand the Association's responsibilities to include similar duties for such portion of the Expansion Property, Developer may do so by filing an amendment to this Declaration to include such portion of the Expansion Property within ten (10) years from the date hereof, explicitly setting forth that the lot owners within such portion of the Expansion Property shall become members of the Association and detailing the additional rights and obligations of the Association.

3.02 The management and control of the affairs of the Association shall be vested in its board of directors. The board of directors shall be composed of three (3) members. The three (3) initial members of the board of directors shall be selected by Developer. The three (3) initial members of the board of directors shall serve until (a) that date which is ninety (90) days after 100% of all Building Lots within the Subdivision and 100% of all lots within the Expansion Property which have been developed and made a part of The Reserve at Bridgewater as set forth above in Article 3.01 have been sold, or (b) Developer elects to turn over control of the Association to the Building Lot owners, whichever shall first occur. Upon the incapacity, resignation or death of any initial director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the board of directors within three (3) months after the incapacity, resignation or death of the departed director. Subsequent board members shall be elected by a majority of the Building Lot owners as more fully set forth in the Articles of Incorporation and By-Laws for the Association.

3.03 The Association, or its agents or assigns, shall have the right to enter onto any open space, public right-of-way or landscape easement area as shown on the recorded plat of the Subdivision, if any, or other easement area as it from time to time deems necessary for the purpose of maintaining the same. Such maintenance may include, but shall not be limited to:

- (a) regular mowing, trimming and fertilizing of grassy areas;
- (b) periodic mulching of flower beds within the Subdivision;
- (c) regular weeding of flower beds;
- (d) flower planting within the Subdivision;
- (e) maintenance of street lighting, if any, and associated electric service billings;
- (f) repair of any permanent signs;
- (g) repair of any stone wall, wing wall or fencing;

- (h) maintenance and repair of any common area amenities, e.g. buildings, structures, swimming pools, etc., if applicable.
- (i) treatment of water in any detention or retention areas to limit algae and grassy growth; and
- (j) trimming, pruning, removal and replacement of trees and bushes, as necessary.

3.04 The plan for the overall development of The Reserve at Bridgewater anticipates the development of common areas that include (i) three lakes and (ii) a pool/recreational facility, all of which are located within the Expansion Property. These lakes and pool/recreational facility, if any, are to be constructed for the benefit of the residents of Bridgewater, a community planned to adjoin the Subdivision, as well as the residents of The Reserve at Bridgewater. Hereinafter these lakes and pool/recreational facility, if any, shall be known as "Joint Common Areas". Maintenance of these Joint Common Areas will be undertaken by the Association. In order to provide for the proper maintenance of these Joint Common Areas, the Association is hereby empowered to assess the Bridgewater homeowners association at such time as it exists sixty percent (60%) of the total cost of such maintenance. However, such assessment may not exceed an amount equivalent to One Hundred Fifty Dollars (\$150) per year per building lot in the Bridgewater subdivision on which a dwelling unit exists, which amount may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December 1997. The Association shall provide copies of any maintenance agreements, proposals and/or invoices for services rendered in connection with maintenance of the Joint Common Areas upon written request of the Bridgewater homeowners association, or its agents or assigns.

3.05 For the purpose of providing funds to carry out the responsibilities of the Association hereunder, the Association shall be empowered to levy, assess and collect from the owner of each and every Building Lot in the Subdivision, excepting those Building Lots owned by the Developer, an amount up to Three Hundred Dollars (\$300.00) per year, irrespective of whether the Subdivision has been completed. Provided, however, that such limit of Three Hundred Dollars (\$300.00) per Building Lot per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December, 1997. Any fees assessed by the Association in excess of Three Hundred Dollars (\$300.00) per Building Lot per year, or its adjusted equivalent, must be approved by a majority of the Building Lot owners in the Subdivision.

3.06 Any amount assessed or levied hereunder by the Association against a Building Lot owner shall become a lien on each Building Lot until paid and shall bear interest at the rate of ten percent (10%) per annum until paid, beginning thirty (30) days after the date of assessment. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Association may file with the Hendricks County Recorder a Notice of Lien. The Notice of Lien shall contain a description of the Building Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessment or assessments. The lien provided for herein shall remain valid for a period of five (5) years from the date a Notice of Lien is duly filed, unless sooner released or satisfied in the same manner provided for by law in the State of Indiana for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of the Court in an action brought to discharge the lien. The lien shall secure not only the amount of the unpaid assessments, but also the costs incurred in collection, including, but not limited to interest, attorney's fees and court costs. The lien of the assessment provided for herein shall be subject and subordinate to the lien of any duly executed mortgage on any Building Lot recorded prior to the recording of the Notice of Lien. The holder of any such mortgage which comes into possession of a Building Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure shall take the property free of claims for unpaid installments of assessments or charges against the



Building Lot which become due and payable prior to the time such holder or purchaser takes title to the Building Lot.

3.07 Any and all of the rights, powers, duties and obligations assumed by, reserved to, created in or given to the Association may be exercised by Developer until such time as the Association is formed and control thereof transferred to the Building Lot owners. At such time as control of the Association is transferred to the Building Lot owners, Developer may reserve the exclusive right to approve the plot plan, construction plans, color scheme and landscape plan associated with any structure on any Building Lot on which a dwelling unit has not yet been completed and occupied, so long as Developer clearly identifies the Building Lots for which it is retaining such right at the time of the turnover. Developer shall maintain said right of approval for each Building Lot until such time as a dwelling unit has been completed on that Building Lot and occupied by the homebuyer.

#### Article 4. Architectural Control Committee

An Architectural Control Committee (the "Committee") is hereby established as a standing committee of the Association to carry out the functions set forth for it in this Declaration. The Architectural Control Committee's procedures and duties shall be as follows:

4.01 The Committee shall be composed of three (3) members. The Developer shall appoint each of the three (3) initial members of the Committee.

4.02 The three (3) initial members of the Committee shall serve until such time as the Developer turns over control of the Homeowners' Association to the Building Lot owners, as set forth in Article 3.02 hereof. Any subsequent members shall be appointed by the Association and shall serve for terms of three (3) years, except that the first appointed members of the Committee shall serve for staggered terms of one (1), two (2) and three (3) years as directed by the board of directors of the Association. All members of said Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Committee, a successor, who shall serve the remaining term of the departed Committee member, shall be appointed by the board of directors of the Association within three (3) months after the incapacity, death or resignation of the departed member.

4.03 The Use Restrictions require the submission of detailed plans and specifications to the Committee prior to the erection of, placement on, or alteration of any structure or improvement on any Building Lot. The intent is to achieve an architecturally harmonious, artistic and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Committee is directed to consider the appropriateness of the improvement contemplated in relation to the improvements on contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Building Lot on which it is proposed to be made, and such other matters as may be deemed by the Committee members to be in the interest and benefit of the owners of the Building Lots in the Subdivision as a whole.

4.04 To assist it in making its determinations, the Committee may require that any plans and specifications submitted to the Committee be prepared by a registered architect or civil engineer. The Committee shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, material lists, landscape plans and color scheme designations.

4.05 The Committee's decisions shall be in writing and shall be binding upon all parties in interest. The Committee shall approve, disapprove or request additional information with respect to any submitted request for approval within thirty (30) days after said request shall have been properly submitted to the Committee for approval. A properly submitted request shall be in writing and shall

comply with the provisions of Article 1.02 hereto. The failure of the Committee to approve, disapprove or request additional information within said time period shall be deemed an approval of any properly submitted request.

4.06 The approval of any plans and specifications by the Committee shall not constitute a representation or warranty by it as to the quality of the workmanship, materials or architectural or engineering design covered thereunder, or the proposed work's feasibility or compliance with any applicable laws.

4.07 If, in the opinion of the Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimension or topography of a particular Building Lot in the Subdivision, the Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the standards of the Subdivision.

Article 5. Other Conditions

5.01 All transfers and conveyances of each and every Building Lot in the Subdivision shall be made subject to these covenants and restrictions.

5.02 Any failure to enforce these restrictions shall not be deemed a waiver thereof or an acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

5.03 If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

5.04 All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Building Lot owner or owners found to be in violation.

5.05 So long as Developer maintains control of the Association as set forth in Article 3 hereof, Developer reserves the right to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) or to the extent necessary to enable the Developer to meet any other reasonable need or requirement in order to complete the Subdivision, all without the approval of the Building Lot owners, and each Building Lot owner, by the acceptance of a deed to a Building Lot within the Subdivision, consents to this reserved right.

5.06 Only the Building Lots contained in the Subdivision shall be subject to and bound by the restrictions, covenants and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the owner or its successors or assigns.



IN WITNESS WHEREOF, said Bridgewater Limited LLC has caused this instrument to be executed by its duly authorized representative this 30<sup>th</sup> day of January, 1997.

Signed and acknowledged  
in the presence of:

**BRIDGEWATER LIMITED LLC,**  
an Indiana limited liability company  
**BY: REPUBLIC DEVELOPMENT**  
**CORPORATION,** an Ohio corporation,  
managing member  
By: Richard L. Arnos  
Richard L. Arnos  
Vice President

Cheryl L. Miller  
Gary Herbin

STATE OF OHIO        )  
                                  ) SS:  
COUNTY OF LUCAS    )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 1997, by Richard L. Arnos, Vice President of REPUBLIC DEVELOPMENT CORPORATION, an Ohio corporation, managing member of BRIDGEWATER LIMITED LLC, an Indiana limited liability company, on behalf of the limited liability company.

Cheryl L. Miller  
Notary Public

~~CHERYL L. MILLER  
Notary Public, State of Ohio  
Commission Expires 3-13-99~~

CHERYL L. MILLER  
Notary Public, State of Ohio  
Commission Expires 3-13-99

SENT BY: SEC & BMG

: 1-30-97 : 5:20PM :

(317)899-8010-

419 841 3010:# 2/ 4



3020 North Post Road  
Indianapolis, Indiana  
46226-0068  
317-898-8282  
317-899-8010 Fax

Engineering  
Surveying  
GIS • LIS  
Geology

**Exhibit A**

**Land Description  
The Reserve at  
Bridgewater Section 1**

**Part of the East Half of the Southwest Quarter of Section 15, Township 15 North, Range 1 East in Hendricks County, Indiana, being more particularly described as follows:**

**Commencing at a stone (per plat and survey) at the Southwest Corner of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 56 seconds East (Assumed Bearing) along the South Line thereof a distance of 1360.49 feet to a iron pipe found at the Southwest Corner of the East Half of the said Southwest Quarter Section; thence North 00 degrees 37 minutes 27 seconds East along the West Line of the East Half of the said Southwest Quarter Section a distance of 1051.17 feet to the BEGINNING POINT; thence continue North 00 degrees 37 minutes 27 seconds East along the said West Line a distance of 652.19 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 230.56 feet; thence South 84 degrees 06 minutes 45 seconds East a distance of 53.30 feet; thence South 65 degrees 56 minutes 47 seconds East a distance of 163.53 feet; thence South 76 degrees 53 minutes 15 seconds East a distance of 79.03 feet; thence South 56 degrees 47 minutes 56 seconds East a distance of 85.91 feet; thence South 39 degrees 35 minutes 51 seconds East a distance of 227.12 feet; thence South 15 degrees 00 minutes 00 seconds West a distance of 77.65 feet; thence South 85 degrees 00 minutes 00 seconds West a distance of 120.00 feet; thence South 20 degrees 00 minutes 00 seconds West a distance of 70.00 feet; thence South 03 degrees 00 minutes 00 seconds West a distance of 260.00 feet; thence South 37 degrees 30 minutes 00 seconds East a distance of 77.91 feet; thence South 30 degrees 00 minutes 00 seconds West a distance of 188.72 feet; thence South 49 degrees 00 minutes 00 seconds West a distance of 190.05 feet; thence South 71 degrees 00 minutes 00 seconds West a distance of 130.00 feet; thence North 85 degrees 30 minutes 00 seconds West a distance of 187.14 feet; thence North 03 degrees 34 minutes 51 seconds West a distance of 361.19 feet; thence North 21 degrees 09 minutes 36 seconds West a distance of 94.28 feet to the BEGINNING POINT, containing 13.630 acres, more or less.**

**NOTE**

*This land description was prepared based exclusively upon record deed information and/or prior surveys of the subject premises or its parent. For purposes of the preparation of this description, no survey of the described real estate was performed and no monuments were set.*

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BOOK \_\_\_\_\_ PAGE 779



Schneider  
Engineering  
Corporation

exhibit B  
Expansion Property

3020 North Post Road  
Indianapolis, Indiana  
46226-0068  
317-898-8282  
317-899-8010 Fax

Engineering  
Surveying  
GIS • LIS  
Geology

BOOK 158 PAGE 780

**Land Description  
(Bridgewater - The Reserve at  
Bridgewater (Excluding The Reserve at Bridgewater Section 1))**

**Part of the Southeast Quarter and part of the East Half of the Southwest Quarter of Section 15, Township 15 North, Range 1 East in Hendricks County, Indiana, being more particularly described as follows:**

**Commencing at a stone (per plat and survey) at the Southwest Corner of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 56 seconds East (Assumed Bearing) along the South Line thereof a distance of 1360.49 feet to a iron pipe found at the Southwest Corner of the East Half of the said Southwest Quarter Section; thence North 00 degrees 37 minutes 27 seconds East along the West Line of the East Half of the said Southwest Quarter Section a distance of 1703.36 feet to the BEGINNING POINT; thence South 90 degrees 00 minutes 00 seconds East a distance of 230.56 feet; thence South 84 degrees 06 minutes 45 seconds East a distance of 53.30 feet; thence South 65 degrees 56 minutes 47 seconds East a distance of 163.53 feet; thence South 76 degrees 53 minutes 15 seconds East a distance of 79.03 feet; thence South 56 degrees 47 minutes 56 seconds East a distance of 85.91 feet; thence South 39 degrees 35 minutes 51 seconds East a distance of 227.12 feet; thence South 15 degrees 00 minutes 00 seconds West a distance of 77.65 feet; thence South 85 degrees 00 minutes 00 seconds West a distance of 120.00 feet; thence South 20 degrees 00 minutes 00 seconds West a distance of 70.00 feet; thence South 03 degrees 00 minutes 00 seconds West a distance of 260.00 feet; thence South 37 degrees 30 minutes 00 seconds East a distance of 77.91 feet; thence South 30 degrees 00 minutes 00 seconds West a distance of 188.72 feet; thence South 49 degrees 00 minutes 00 seconds West a distance of 190.05 feet; thence South 71 degrees 00 minutes 00 seconds West a distance of 130.00 feet; thence North 85 degrees 30 minutes 00 seconds West a distance of 187.14 feet; thence South 03 degrees 34 minutes 51 seconds East a distance of 26.31 feet; thence South 34 degrees 01 minutes 48 seconds East a distance of 233.36 feet; thence South 17 degrees 45 minutes 30 seconds East a distance of 154.47 feet; thence South 30 degrees 06 minutes 03 seconds East a distance of 180.88 feet; thence South 09 degrees 58 minutes 51 seconds East a distance of 81.08 feet to the South Line of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 56 seconds East along the South Line of the said Southwest Quarter Section a distance of 1008.33 feet to a 5/8 inch rebar marking the Southwest Corner of the said Southeast Quarter Section; thence South 89 degrees 57 minutes 56 seconds East along the South Line of the said Southeast Quarter Section a distance of 1360.54 feet to the Southeast Corner of the Southwest Quarter of the said Southeast Quarter Section; thence North 00 degrees 48 minutes 41 seconds East along the East Line of the Southwest Quarter of the said Southeast Quarter Section a distance of 1337.48 feet to the Northeast Corner of the Southwest Quarter of the said Southeast Quarter Section; thence North 89 degrees 59 minutes 57 seconds West along the North Line of the Southwest Quarter of the said Southeast Quarter Section a distance 1364.84 feet to a 5/8 inch rebar with cap marking the Northwest Corner of the Southwest Quarter of the said Southeast Quarter Section; thence North 00 degrees 37 minutes 39 seconds East along the East Line of the East Half of said Southwest Quarter Section a distance of 1336.62 feet to a railroad spike marking the**

A Partnered Entity with Bohlen, Meyer, Gibson & Associates, Incorporated  
Offices in Indianapolis, Avon and Lafayette, Indiana

SENT BY:SEC & BMG

: 1-30-97 : 5:21PM :

(317)899-8010-

419 841 3010:# 4/ 4

**Northeast Corner of the East Half of the said Southwest Quarter Section; thence North 89 degrees 56 minutes 05 seconds West along the said North Line a distance of 1360.66 feet to an iron pipe marking the Northwest Corner of the East Half of the said Southwest Quarter Section; thence South 00 degrees 37 minutes 27 seconds West along the West Line of the East Half of the said Southwest Quarter Section a distance of 969.84 feet to the BEGINNING POINT, containing 108.218 acres, more or less.**

**NOTE**

*This land description was prepared based exclusively upon record deed information and/or prior surveys of the subject premises or its parent. For purposes of the preparation of this description, no survey of the described real estate was performed and no monuments were set.*

1/30/97

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**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE RESERVE AT BRIDGEWATER, SECTION 1**

**TO PROVIDE FOR THE ADDITION OF  
THE RESERVE AT BRIDGEWATER, SECTION 2**

The undersigned, Bridgewater Limited LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the Washington Township, Hendricks County, Indiana, known as The Reserve at Bridgewater, Section 1 as delineated on a plat thereof recorded as Instrument No's. 9700003041, 9700003042 and 9700003043 in Hendricks County, Indiana ("Development"). *PC 4266 pg 2 + 267 pg 1*

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for The Reserve at Bridgewater, Section 1, dated February 3, 1997 (the "Declaration"), which Declaration was recorded as Instrument No. 9700001896, Hendricks County, Indiana; *misc bk 158 pg 770*

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in Exhibit "B" of the Declaration;

WHEREAS, Developer is developing The Reserve at Bridgewater, Section 2, a subdivision in Washington Township, Hendricks County, Indiana consisting of lots 28 through 45 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration.

NOW THEREFORE, the Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

*— d*

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IN WITNESS WHEREOF, Bridgewater Limited LLC has caused this instrument to be executed by its duly authorized representative this 17<sup>th</sup> day of February, 1998.

Signed and acknowledged in the presence of:

BRIDGEWATER LIMITED LLC, an Indiana limited liability company

BY: REPUBLIC DEVELOPMENT CORPORATION, managing member

Cheryl L. Miller  
Jerry Hensler

By: Richard L. Arnos  
Richard L. Arnos  
Vice President

STATE OF OHIO        )  
                                  ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 1998, by RICHARD L. ARNOS, Vice President of REPUBLIC DEVELOPMENT CORPORATION, an Ohio corporation, managing member of BRIDGEWATER LIMITED LLC, an Indiana limited liability company, on behalf of the company.

Cheryl L. Miller  
Notary Public, State of Ohio  
Commission Expires 3-13-99



9800006988  
Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 03-25-1998 At 08:16 am.  
AMEND COVEN       17.00  
Vol.   49 Pg. 1326 - 1328



## Exhibit A

**Land Description  
RESERVE AT BRIDGEWATER SECTION 2**

Part of the East Half of the Southwest Quarter of Section 15, Township 15 North, Range 1 East in Hendricks County, Indiana, being more particularly described as follows:

Commencing at a stone (per plat and survey) at the Southwest Corner of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 56 seconds East (Assumed Bearing) along the South Line thereof a distance of 1360.49 feet to a iron pipe found at the Southwest Corner of the East Half of the said Southwest Quarter Section; thence North 00 degrees 37 minutes 27 seconds East along the West Line of the East Half of the said Southwest Quarter Section a distance of 1703.36 feet to the BEGINNING POINT (said point being the Northwest Corner of The Reserve at Bridgewater Section 1, a subdivision in Hendricks County, Indiana, the plat of which is recorded as instrument number 9700003041 plat cabinet 4 slide 66 page 1 and 2 in the office of the recorder of Hendricks County, Indiana); thence continue North 00 degrees 37 minutes 27 seconds East along the said West Line a distance of 969.84 feet to an iron pipe marking the Northwest Corner of the East Half of the said Southwest Quarter Section; thence South 89 degrees 56 minutes 05 seconds East along the North line of the said Southwest Quarter Section a distance of 110.01 feet to the Northwest Corner of Bridgewater Section 1, a subdivision in Hendricks County, Indiana, the plat of which is recorded as instrument number 9700020154 plat cabinet 4 slide 131 & 132 page 1 and 2 in the office of the recorder of Hendricks County, Indiana (the next thirteen (13) described courses being along the West and South Lines of said Bridgewater Section 1); thence South 00 degrees 37 minutes 27 seconds West, parallel with the West Line of the East Half of the said Southwest Quarter Section, a distance of 214.10 feet; thence South 29 degrees 11 minutes 01 seconds East a distance of 183.65 feet; thence South 82 degrees 11 minutes 48 seconds East a distance of 150.29 feet; thence South 18 degrees 36 minutes 41 seconds East a distance of 131.31 feet; thence South 32 degrees 31 minutes 31 seconds East a distance of 175.24 feet; thence South 61 degrees 04 minutes 37 seconds East a distance of 75.65 feet; thence South 57 degrees 00 minutes 00 seconds East a distance of 362.48 feet; thence North 31 degrees 40 minutes 55 seconds East a distance of 117.79 feet to a curve having a radius of 975.00 feet, the radius point of which bears South 41 degrees 21 minutes 13 seconds West; thence Southeasterly along the arc of said curve a distance of 99.55 feet to a point which bears North 47 degrees 12 minutes 12 seconds East from said radius point; thence North 47 degrees 12 minutes 13 seconds East a distance of 50.00 feet; thence South 42 degrees 47 minutes 47 seconds East a distance of 43.21 feet; thence North 38 degrees 45 minutes 14 seconds East a distance of 37.80 feet; thence North 23 degrees 00 minutes 55 seconds East a distance of 185.13 feet; thence South 05 degrees 05 minutes 24 seconds East a distance of 296.85 feet; thence South 65 degrees 27 minutes 18 seconds West a distance of 31.06 feet to a curve having a radius of 325.00 feet, the radius point of which bears South 57 degrees 03 minutes 22 seconds West; thence Southeasterly along the arc of said curve a distance of 109.15 feet to a point which bears North 76 degrees 17 minutes 58 seconds East from said radius point; thence South 72 degrees 53 minutes 55 seconds West a distance of 323.09 feet; thence South 42 degrees 44 minutes 16 seconds West a distance of 198.42 feet; thence North 39 degrees 35 minutes 51 seconds West along the East Line extended southeasterly and along the East Line of said The Reserve at Bridgewater Section 1 a distance of 273.16 feet (the next five (5) described courses being along the said East Line); thence North 56 degrees 47 minutes 56 seconds West a distance of 85.91 feet; thence North 76 degrees 53 minutes 15 seconds West a distance of 79.03 feet; thence North 65 degrees 56 minutes 47 seconds West a distance of 163.53 feet; thence North 84 degrees 06 minutes 45 seconds West a distance of 53.30 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 230.56 feet to the BEGINNING POINT, containing 13.256 acres, more or less.

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE RESERVE AT BRIDGEWATER, SECTION 1**

**TO PROVIDE FOR THE ADDITION OF  
THE RESERVE AT BRIDGEWATER, SECTION 3  
AND DESIGNATION OF JOINT COMMON AREAS**

The undersigned, Bridgewater Limited LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the Washington Township, Hendricks County, Indiana, known as The Reserve at Bridgewater, Section 1 as delineated on a plat thereof recorded as Instrument No's. 9700003041, 9700003042 and 9700003043 in Hendricks County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for The Reserve at Bridgewater, Section 1, dated February 3, 1997 (the "Declaration"), which Declaration was recorded as Instrument No. 9700001896, Hendricks County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in Exhibit "B" of the Declaration;

WHEREAS, Developer is developing The Reserve at Bridgewater, Section 3, a subdivision in Washington Township, Hendricks County, Indiana consisting of lots 46 through 70 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto;

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

WHEREAS, Section 3.04 of the Declaration provides for certain "Joint Common Areas" to be part of the Development maintained by its Association for the common benefit and use thereof by residents of the subdivision known as Bridgewater with participation in the maintenance costs thereof; and

WHEREAS, Developer desires to specify which common areas of the Development constitute Joint Common Areas.

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NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.


2. The Developer hereby designates the common areas listed on Exhibit "B" attached hereto as Joint Common Areas to be included in the Development and Subdivision thereof to be used and maintained in accordance with Section 3.04 of the Declaration, regardless of whether such Joint Common Areas are identified or included in any plat of the Subdivision or the Bridgewater subdivision.

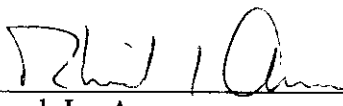
IN WITNESS WHEREOF, Bridgewater Limited LLC has caused this instrument to be executed by its duly authorized representative this 15<sup>th</sup> day of October, 1998.

Signed and acknowledged  
in the presence of:

BRIDGEWATER LIMITED LLC, an Indiana  
limited liability company



BY: REPUBLIC DEVELOPMENT CORPORATION,  
managing member

  
\_\_\_\_\_  
Cheryl L. Miller

By:   
\_\_\_\_\_  
Richard L. Arnos  
Vice President

STATE OF OHIO        )  
                                  ) SS:  
COUNTY OF LUCAS    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of OCTOBER, 1998, by RICHARD L. ARNOS, Vice President of REPUBLIC DEVELOPMENT CORPORATION, an Ohio corporation, managing member of BRIDGEWATER LIMITED LLC, an Indiana limited liability company, on behalf of the company.

  
\_\_\_\_\_  
Notary Public  **CHERYL L. MILLER**  
Notary Public, State of Ohio  
Commission Expires 3-13-99

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**Land Description**  
**THE RESERVE AT BRIDGEWATER SECTION 3**

**Part of the East Half of the Southwest Quarter of Section 15, Township 15 North, Range 1 East in Hendricks County, Indiana, being more particularly described as follows:**

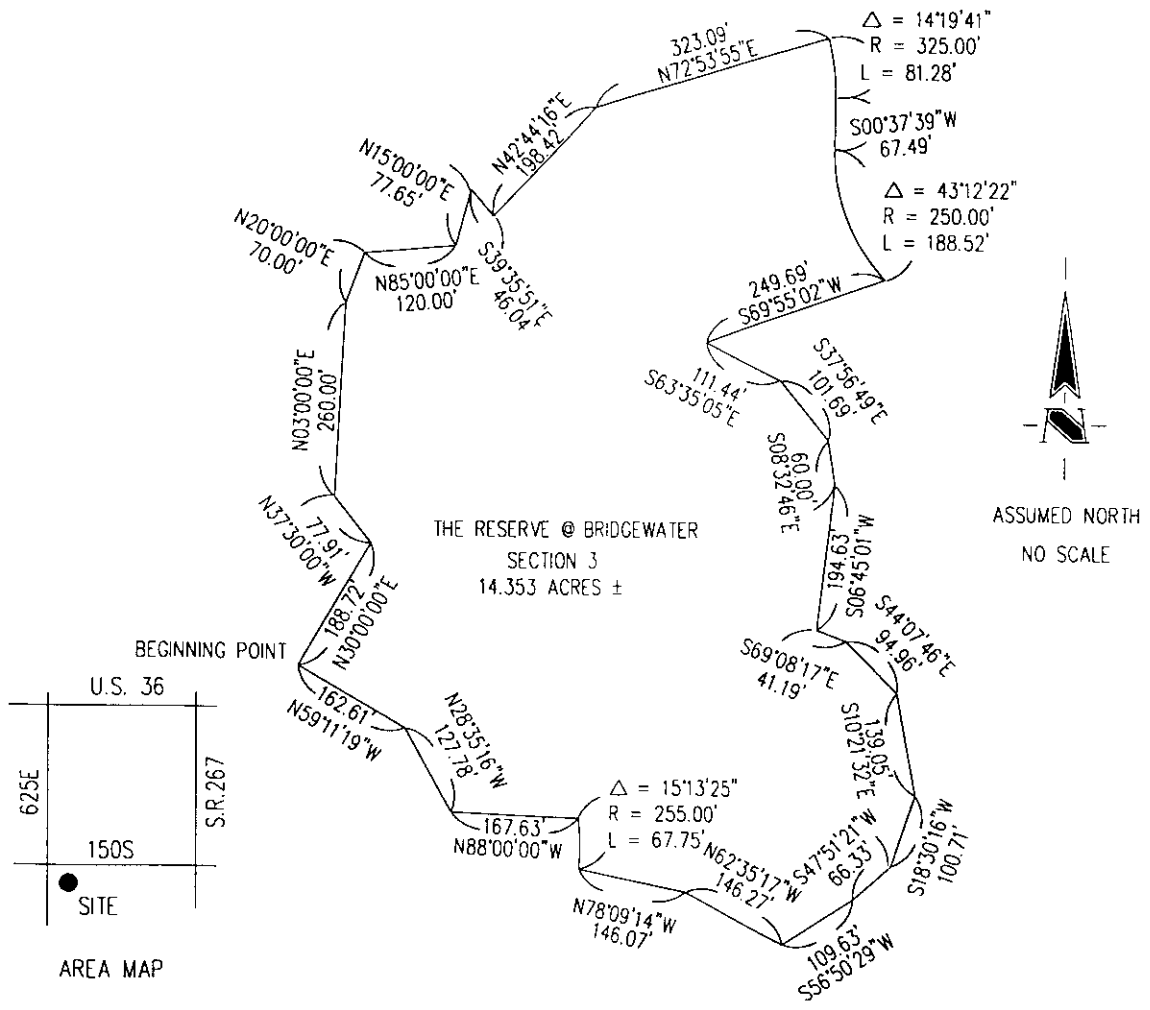
**Commencing at a stone (per plat and survey) at the Southwest Corner of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 56 seconds East (Assumed Bearing) along the South Line thereof a distance of 1360.49 feet to a iron pipe found at the Southwest Corner of the East Half of the said Southwest Quarter Section; thence North 00 degrees 37 minutes 27 seconds East along the West Line of the East Half of the said Southwest Quarter Section a distance of 603.39 feet; thence South 89 degrees 22 minutes 33 seconds East a distance of 61.47 feet to the south line of The Reserve at Bridgewater Section 1, a subdivision in Hendricks County, Indiana, the plat of which is recorded as instrument number 9700003041 in the office of the recorder of Hendricks County, Indiana (the next nine (9) described courses being along the south and east lines of said The Reserve at Bridgewater Section 1); thence South 85 degrees 30 minutes 00 seconds East a distance of 187.14 feet; thence North 71 degrees 00 minutes 00 seconds East a distance of 130.00 feet; thence North 49 degrees 00 minutes 00 seconds East a distance of 190.05 feet to the BEGINNING POINT; thence North 30 degrees 00 minutes 00 seconds East a distance of 188.72 feet; thence North 37 degrees 30 minutes 00 seconds West a distance of 77.91 feet; thence North 03 degrees 00 minutes 00 seconds East a distance of 260.00 feet; thence North 20 degrees 00 minutes 00 seconds East a distance of 70.00 feet; thence North 85 degrees 00 minutes 00 seconds East a distance of 120.00 feet; thence North 15 degrees 00 minutes 00 seconds East a distance of 77.65 feet; thence South 39 degrees 35 minutes 51 seconds East a distance of 46.04 feet; thence North 42 degrees 44 minutes 16 seconds East a distance of 198.42 feet; thence North 72 degrees 53 minutes 55 seconds East a distance of 323.09 feet to a curve having a radius of 325.00 feet, the radius point of which bears South 76 degrees 17 minutes 58 seconds West; thence Southeasterly along the arc of said curve a distance of 81.28 feet to a point which bears South 89 degrees 22 minutes 21 seconds East from said radius point; thence South 00 degrees 37 minutes 39 seconds West, parallel with the East Line of the said Southwest Quarter Section, a distance of 67.49 feet to a curve having a radius of 250.00 feet, the radius point of which bears South 89 degrees 22 minutes 21 seconds East; thence Southeasterly along said curve an arc distance of 188.52 feet to a point which bears South 47 degrees 25 minutes 17 seconds West from said radius point; thence South 69 degrees 55 minutes 02 seconds West a distance of 249.69 feet; thence South 63 degrees 35 minutes 05 seconds East a distance of 111.44 feet; thence South 37 degrees 56 minutes 49 seconds East a distance of 101.69 feet; thence South 08 degrees 32 minutes 46 seconds East a distance of 60.00 feet; thence South 06 degrees 45 minutes 01 seconds West a distance of 194.63 feet; thence South 69 degrees 08 minutes 17 seconds East a distance of 41.19 feet; thence South 44 degrees 07 minutes 46 seconds East a distance of 94.96 feet; thence South 10 degrees 21 minutes 32 seconds East a distance of 139.05 feet; thence South 18 degrees 30 minutes 16 seconds West a distance of 100.71 feet; thence South 47 degrees 51 minutes 21 seconds West a distance of 66.33 feet; thence South 56 degrees 50 minutes 29 seconds West a distance of 109.63 feet; thence North 62 degree 35 minutes 17 seconds West**

EXHIBIT A (cont'd)

a distance of 146.27 feet; thence North 78 degrees 09 minutes 14 seconds West a distance of 146.07 feet to a curve having a radius of 255.00 feet, the radius point of which bears North 83 degrees 00 minutes 41 seconds West; thence Northerly along said curve an arc distance of 67.75 feet to a point which bears North 81 degrees 45 minutes 54 seconds East from said radius point; thence North 88 degrees 00 minutes 00 seconds West a distance of 167.63 feet; thence North 28 degrees 35 minutes 16 seconds West a distance of 127.78 feet; thence North 59 degrees 11 minutes 19 seconds West a distance of 162.61 feet to the BEGINNING POINT, containing 14.353 acres, more or less.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

### THE RESERVE AT BRIDGEWATER SECTION 3





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EXHIBIT B  
PAGE 1 of 5  
JOINT COMMON AREA  
Land Description

**BRIDGEWATER SECTION 2  
(COMMON AREA – LAKE)**

**Part of the East Half of the Southwest Quarter and part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 15 North, Range 1 East in Hendricks County, Indiana, being more particularly described as follows:**

**Commencing at a stone (per plat and survey) at the Southwest Corner of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 56 seconds East (Assumed Bearing) along the South Line thereof a distance of 1360.49 feet to a iron pipe found at the Southwest Corner of the East Half of the said Southwest Quarter Section; thence North 00 degrees 37 minutes 27 seconds East along the West Line of the East Half of the said Southwest Quarter Section a distance of 2673.20 feet to an iron pipe marking the Northwest Corner of the East Half of the said Southwest Quarter Section; thence South 89 degrees 56 minutes 05 seconds East along the North line of the said Southwest Quarter Section a distance of 1360.66 feet to a railroad spike marking the Northeast Corner of the said Southwest Quarter Section; thence South 00 degrees 37 minutes 39 seconds West along the East Line of the said Southwest Quarter Section a distance of 543.36 feet to the Southeast Corner of Bridgewater Section 1, a subdivision in Hendricks County, Indiana, the plat of which is recorded as instrument number 9700020154 in the office of the recorder of Hendricks County, Indiana; thence continue South 00 degrees 37 minutes 39 seconds West along the said East Line a distance of 793.26 feet to the Northwest Corner of the Southwest Quarter of the said Southeast Quarter Section; thence South 89 degrees 59 minutes 57 seconds East along the North Line of the Southwest Quarter of the said Southeast Quarter Section a distance of 649.33 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 121.78 feet to a curve having a radius of 225.00 feet, the radius point of which bears South 01 degrees 17 minutes 45 seconds West; thence Northwesterly along the said curve an arc distance of 7.51 feet to a point which bears North 00 degrees 36 minutes 56 seconds West from said radius point; thence South 00 degrees 36 minutes 56 seconds East a distance of 50.00 feet; thence South 89 degrees 23 minutes 04 seconds West a distance of 16.99 feet; thence South 00 degrees 36 minutes 56 seconds East a distance of 150.00 feet; thence South 27 degrees 02 minutes 11 seconds East a distance of 130.70 feet; thence South 12 degrees 38 minutes 22 seconds West a distance of 77.77 feet; thence South 19 degrees 45 minutes 50 seconds West a distance of 184.17 feet; thence South 60 degrees 11 minutes 26 seconds West a distance of 38.01 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 122.80 feet; thence South 14 degrees 22 minutes 46 seconds East a distance of 113.39 feet; thence South 82 degrees 24 minutes 46 seconds West a distance of 195.75 feet to a curve having a radius of 375.00 feet, the radius point of which bears South 82 degrees 24 minutes 46 seconds West; thence Northwesterly along said curve an arc distance of 34.52 feet to a point which bears North 77 degrees 08 minutes 21 seconds East from said radius point; thence South 79 degrees 18 minutes 02 seconds West a distance of 159.60 feet to the BEGINNING POINT; thence South 00 degrees 00 minutes 00 seconds West a distance of 37.44 feet; thence North 89 degrees 29 minutes 01 seconds West a distance of 61.23 feet; thence South 89 degrees 48 minutes 46 seconds West a distance of 72.00 feet; thence South 79 degrees 25 minutes 31 seconds West a distance of 165.97 feet; thence South 45 degrees 37 minutes 47**



seconds West a distance of 147.04 feet; thence North 16 degrees 53 minutes 22 seconds West a distance of 193.20 feet; thence North 56 degrees 50 minutes 29 seconds East a distance of 109.63 feet; thence North 47 degrees 51 minutes 21 seconds East a distance of 66.33 feet; thence North 18 degrees 30 minutes 16 seconds East a distance of 100.71 feet; thence North 10 degrees 21 minutes 32 seconds West a distance of 139.05 feet; thence North 44 degrees 07 minutes 46 seconds West a distance of 94.96 feet; thence North 69 degrees 08 minutes 17 seconds West a distance of 41.19 feet; thence North 06 degrees 45 minutes 01 seconds East a distance of 194.63 feet; thence North 08 degrees 32 minutes 46 seconds West a distance of 60.00 feet; thence North 37 degrees 56 minutes 49 seconds West a distance of 101.69 feet; thence North 63 degrees 35 minutes 05 seconds West a distance of 111.44 feet; thence North 70 degrees 00 minutes 00 seconds East a distance of 185.87 feet to a curve having a radius of 15.00 feet, the radius point of which bears South 20 degrees 00 minutes 00 seconds East; thence Southeasterly along said curve an arc distance of 18.14 feet to the point of reverse curvature of a curve having a radius of 300.00 feet, the radius point of which bears North 49 degrees 17 minutes 57 seconds East; thence Southeasterly along said curve an arc distance of 72.25 feet to a point which bears South 35 degrees 30 minutes 00 seconds West from said radius point; thence South 54 degrees 30 minutes 00 seconds East a distance of 40.71 feet; thence South 49 degrees 54 minutes 32 seconds West a distance of 110.29 feet; thence South 29 degrees 33 minutes 18 seconds East a distance of 80.01 feet; thence South 25 degrees 39 minutes 46 seconds East a distance of 68.37 feet; thence South 18 degrees 20 minutes 25 seconds East a distance of 90.55 feet; thence South 14 degrees 14 minutes 25 seconds East a distance of 107.11 feet; thence South 19 degrees 54 minutes 29 seconds East a distance of 89.87 feet; thence South 24 degrees 15 minutes 15 seconds East a distance of 91.24 feet; thence South 45 degrees 40 minutes 05 seconds East a distance of 174.14 feet; thence South 34 degrees 17 minutes 16 seconds East a distance of 64.37 feet; thence South 13 degrees 38 minutes 10 seconds East a distance of 70.85 feet to the BEGINNING POINT, containing 3.918 acres, more or less.



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EXHIBIT B  
PAGE 3 of 5 JOINT COMMON AREA  
**Land Description**  
**RESERVE AT BRIDGEWATER SECTION 2**  
**(COMMON AREA - LAKE)**

**Part of the East Half of the Southwest Quarter of Section 15, Township 15 North, Range 1 East in Hendricks County, Indiana, being more particularly described as follows:**

**Commencing at a stone (per plat and survey) at the Southwest Corner of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 56 seconds East (Assumed Bearing) along the South Line thereof a distance of 1360.49 feet to a iron pipe found at the Southwest Corner of the East Half of the said Southwest Quarter Section; thence North 00 degrees 37 minutes 27 seconds East along the West Line of the East Half of the said Southwest Quarter Section a distance of 2673.20 feet to an iron pipe marking the Northwest Corner of the East Half of the said Southwest Quarter Section; thence South 89 degrees 56 minutes 05 seconds East along the North line of the said Southwest Quarter Section a distance of 110.01 feet; thence South 00 degrees 37 minutes 27 seconds West, parallel with the said West Line, a distance of 30.00 feet to the BEGINNING POINT; thence continue South 00 degrees 37 minutes 27 seconds West, parallel with the said West Line, a distance of 184.10 feet; thence South 29 degrees 11 minutes 01 seconds East a distance of 183.65 feet; thence South 82 degrees 11 minutes 48 seconds East a distance of 150.29 feet; thence South 18 degrees 36 minutes 41 seconds East a distance of 131.31 feet; thence South 32 degrees 31 minutes 31 seconds East a distance of 175.24 feet; thence South 63 degrees 30 minutes 59 seconds West a distance of 54.41 feet; thence North 29 degrees 00 minutes 00 seconds West a distance of 181.14 feet; thence North 63 degrees 03 minutes 17 seconds West a distance of 91.41 feet; thence North 85 degrees 18 minutes 03 seconds West a distance of 64.73 feet; thence South 76 degrees 26 minutes 15 seconds West a distance of 180.54 feet; thence North 00 degrees 37 minutes 27 seconds East, parallel with the West Line of the East Half of the said Southwest Quarter Section, a distance of 468.89 feet to a curve having a radius of 30.00 feet, the radius point of which bears South 89 degrees 22 minutes 33 seconds East; thence Northeasterly along said curve an arc distance of 46.83 feet to a point which bears North 00 degrees 03 minutes 55 seconds East from said radius point; thence South 89 degrees 56 minutes 05 seconds East, parallel with the North Line of the said Southwest Quarter Section, a distance of 50.30 feet to the BEGINNING POINT, containing 1.988 acres, more or less.**

**Land Description**  
**RESERVE AT BRIDGEWATER SECTION 2**  
**Cabana/Pool Area**

**Part of the East Half of the Southwest Quarter of Section 15, Township 15 North, Range 1 East in Hendricks County, Indiana, being more particularly described as follows:**

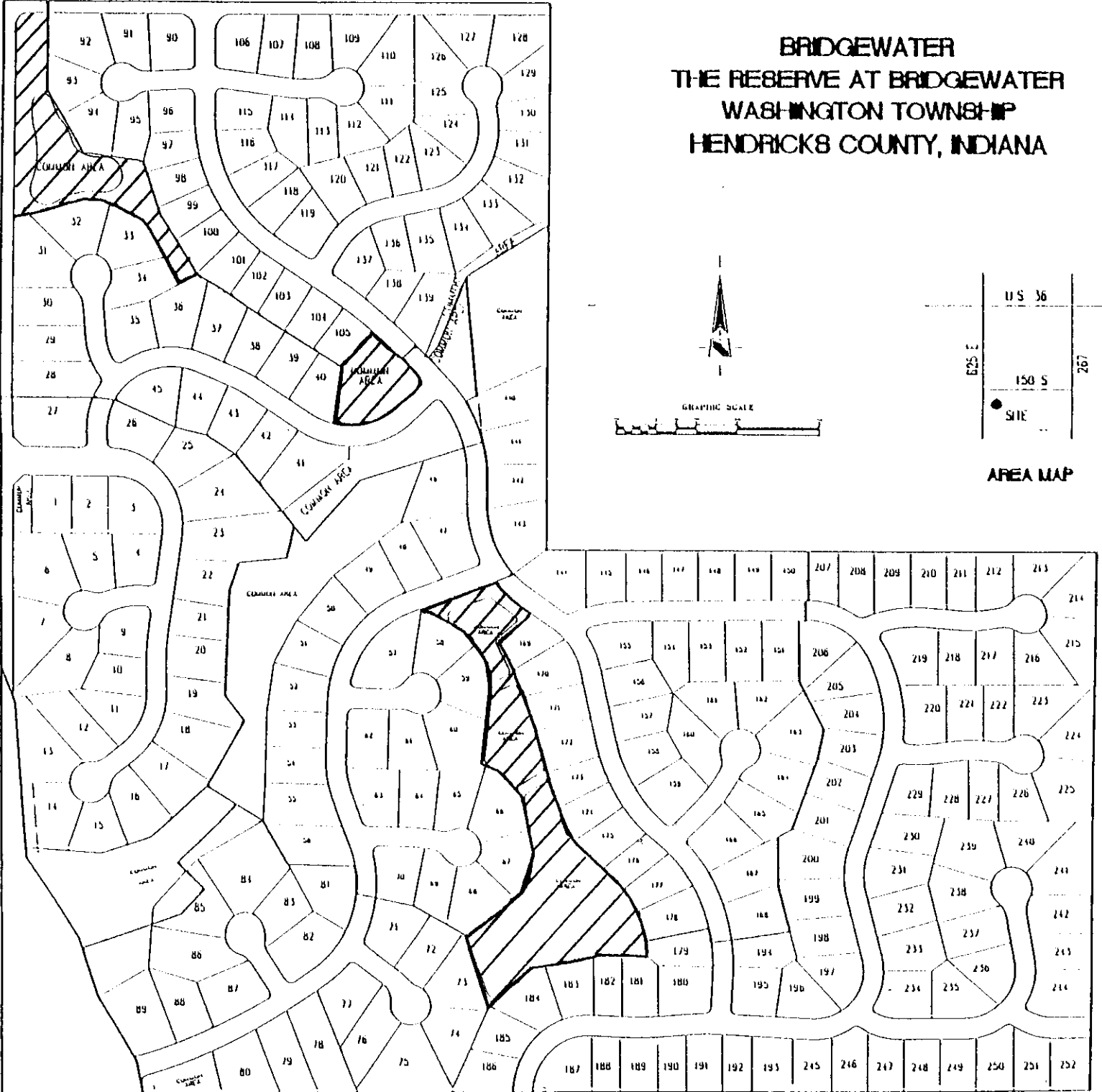
Commencing at a stone (per plat and survey) at the Southwest Corner of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 56 seconds East (Assumed Bearing) along the South Line thereof a distance of 1360.49 feet to a iron pipe found at the Southwest Corner of the East Half of the said Southwest Quarter Section; thence North 00 degrees 37 minutes 27 seconds East along the West Line of the East Half of the said Southwest Quarter Section a distance of 2673.20 feet to an iron pipe marking the Northwest Corner of the East Half of the said Southwest Quarter Section; thence South 89 degrees 56 minutes 05 seconds East along the North line of the said Southwest Quarter Section a distance of 110.01 feet; thence South 00 degrees 37 minutes 27 seconds West, parallel with the West Line of the East Half of the said Southwest Quarter Section, a distance of 214.10 feet; thence South 29 degrees 11 minutes 01 seconds East a distance of 183.65 feet; thence South 82 degrees 11 minutes 48 seconds East a distance of 150.29 feet; thence South 18 degrees 36 minutes 41 seconds East a distance of 131.31 feet; thence South 32 degrees 31 minutes 31 seconds East a distance of 175.24 feet; thence South 61 degrees 30 minutes 18 seconds East a distance of 68.42 feet; thence South 57 degrees 00 minutes 00 seconds East a distance of 349.74 feet to the BEGINNING POINT; thence North 41 degrees 21 minutes 13 seconds East a distance of 119.02 feet to a curve having a radius of 975.00 feet, the radius point of which bears South 41 degrees 21 minutes 13 seconds West; thence Southeasterly along the arc of said curve a distance of 99.55 feet to a point which bears North 47 degrees 12 minutes 12 seconds East from said radius point; thence South 42 degrees 47 minutes 47 seconds East a distance of 68.11 feet to a curve having a radius of 15.00 feet, the radius point of which bears South 47 degrees 12 minutes 13 seconds West; thence Southwesterly along the arc of said curve a distance of 23.56 feet to a point which bears South 42 degrees 47 minutes 47 seconds East from said radius point; thence South 47 degrees 12 minutes 13 seconds West a distance of 73.58 feet to a curve having a radius of 175.00 feet, the radius point of which bears North 42 degrees 47 minutes 47 seconds West; thence Southwesterly along the arc of said curve a distance of 174.51 feet to a point which bears South 14 degrees 20 minutes 19 seconds West from said radius point; thence North 08 degrees 20 minutes 39 seconds East a distance of 143.95 feet to the BEGINNING POINT, containing 0.738 acres, more or less.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

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Exhibit B  
Page 5 of 5

/// JOINT COMMON AREAS



0 1039M5X1039M1L 106 103 09 02 56 1988 Road G. Gregory

**THIRD AMENDMENT TO DECLARATION**  
**OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR THE RESERVE AT BRIDGEWATER**

The undersigned, **BRIDGEWATER LIMITED LLC**, an Indiana limited liability company (hereinafter referred to as the "Developer"), was the Developer of a certain residential development in Washington Township, Hendricks County, Indiana, known as The Reserve at Bridgewater, Sections I, II and III as delineated on those plats thereof recorded as Instrument Nos. 97-00003041, 97-00003042, 97-00003043, 98-00006987, 98-00006988, 98-00028189, 98-00028190 and 98-00028191 in Hendricks County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for The Reserve at Bridgewater, Section I, dated January 30, 1997 (the "Declaration"), which Declaration was recorded as Instrument No. 97-00001896, in Hendricks County, Indiana, as amended from time to time to add additional sections;

WHEREAS, Section 3.04 of the Declaration provides for certain "Joint Common Areas" to be part of the Development maintained by its Association for the common benefit and use thereof by residents of the subdivision known as "Bridgewater" with participation in the maintenance costs thereof;

WHEREAS, the Developer is changing and redefining the configuration of the "Bridgewater" subdivision which will reduce the Association's allocation of the operating expenses for the Join Common Areas.

WHEREAS, the Developer desires to reduce the per Building Lot maximum assessments and to amend the Declaration to provide for the same, all as hereinafter more specifically provided herein.

NOW, THEREFORE, Developer hereby amends the Declaration and declares and covenants as follows:

1. Sections 3.04 and 3.05 of the Declaration are hereby superseded and replaced in their entirety with the following:

"3.04. The plan for the overall development of The Reserve at Bridgewater anticipates the development of common areas that include (i) three lakes and (ii) pool/recreational facility, all of which are located with the Expansion Property. These lakes and pool/recreational facility are to be construed for the benefit of the residents of the subdivision known as Bridgewater, and all annexations thereto, adjoining the Subdivision, as well as the residents of The Reserve at Bridgewater. Hereinafter these lakes and pool/recreational facility shall be known as "Joint Common Areas." Maintenance of these Joint Common Areas will be undertaken by the Association. In order to provide for the proper

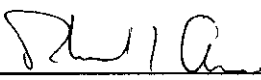
maintenance of these Joint Common Areas, the Association is hereby empowered to assess the Bridgewater homeowners association at such time as it exists seventy-two percent (72%) of the total cost of such maintenance. However, such assessment may not exceed an amount equivalent to One Hundred Twenty-Five Dollars (\$125) per year per building lot in the Bridgewater subdivision on which a dwelling unit exists, which amount may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December 1997. The Association shall provide copies of any maintenance of the Joint Common Areas upon written request of the Bridgewater homeowners association, or its agents or assigns.

3.05. For the purpose of providing funds to carry out the responsibilities of the Association hereunder, the Association shall be empowered to levy, assess and collect from the owner of each and every Building Lot in the Subdivision, excepting those Building Lots owned by the Developer, an amount up to Two Hundred Seventy-Five Dollars (\$275) per year, irrespective of whether the Subdivision has been completed. Provided, however, that such limit of Two Hundred Seventy-Five Dollars (\$275) per Building Lot per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December, 1997. Any fees assessed by the Association in excess of Two Hundred Seventy-Five Dollars (\$275) per Building Lot per year, or its adjusted equivalent, must be approved by a majority of the Building Lot owners in the Subdivision."

2. This Amendment is entered into by Developer authorized by a majority vote of the owners of the lots in the Subdivision pursuant to a special meeting of such owners. All capitalized terms used in this Amendment shall have the meanings ascribed to them in the Declaration. Except as may be expressly provided herein, the Declaration continues in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed this 11<sup>th</sup> day of October, 1999.

**BRIDGEWATER LIMITED LLC**  
**By: Republic Development Corporation**

By:   
Printed: Richard L. Arnos  
Title: President



STATE OF OHIO )  
 ) SS:  
COUNTY OF LUCAS )


Before me, a Notary Public in and for said County and State, personally appeared Richard L. Amos, President of Republic Development Corporation, the managing member of Bridgewater Limited LLC, who acknowledged the execution of the foregoing Amendment for and on behalf of said Company, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 11th day of October, 1999.

My Commission expires:

March 25, 2004

*Ceryl L. Miller*  
Notary Public  
Printed: Cheryl L. Miller  
Resident of Lucas County, Ohio



**CHERYL L. MILLER**  
Notary Public, State of Ohio  
Commission Expires 3-25-04

This Instrument prepared by Christopher D. Long  
HENDERSON, DAILY, WITHROW & DEVOE  
2600 One Indiana Square  
Indianapolis, Indiana 46204  
(317) 639-4121

**FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE RESERVE AT BRIDGEWATER, SECTION 1**

**TO PROVIDE FOR THE ADDITION OF  
THE RESERVE AT BRIDGEWATER, SECTION 4**

*Rec'd 29 P2ABC*

The undersigned, Bridgewater Limited LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the Washington Township, Hendricks County, Indiana, known as The Reserve at Bridgewater, Section 1 as delineated on a plat thereof recorded as Instrument No's. 9700003041, 9700003042 and 9700003043 in Hendricks County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for The Reserve at Bridgewater, Section 1, dated February 3, 1997 (the "Declaration"), which Declaration was recorded as Instrument No. 9700001896, Hendricks County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in Exhibit "B" of the Declaration;

WHEREAS, Developer is developing The Reserve at Bridgewater, Section 4, a subdivision in Washington Township, Hendricks County, Indiana consisting of lots 71 through 89 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto;

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

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IN WITNESS WHEREOF, Bridgewater Limited LLC has caused this instrument to be executed by its duly authorized representative this 12<sup>th</sup> day of March, 2001.

Signed and acknowledged  
in the presence of:

BRIDGEWATER LIMITED LLC, an Indiana  
limited liability company

BY: REPUBLIC DEVELOPMENT LLC,  
managing member

*C Cheryl L. Miller*  
*[Signature]*

By: *[Signature]*  
Richard L. Arnos  
President

STATE OF OHIO            )  
  ) SS:  
COUNTY OF LUCAS    )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2001, by RICHARD L. ARNOS, President of REPUBLIC DEVELOPMENT LLC, an Ohio corporation, managing member of BRIDGEWATER LIMITED LLC, an Indiana limited liability company, on behalf of the company.

*C Cheryl L. Miller*  
Notary Public



CHERYL L. MILLER  
Notary Public, State of Ohio  
Commission Expires 3-25-04

## LAND DESCRIPTION

Part of the Southwest Quarter of Section 15, Township 15 North, Range 1 East in Hendricks County, Indiana, being more particularly described as follows:

Commencing at a stone (per plat and survey) at the Southwest Corner of the Southwest Quarter of said Section 15; thence South 89 degrees 55 minutes 56 seconds East (Assumed Bearing) along the South Line thereof a distance of 1712.65 feet to the BEGINNING POINT; thence North 09 degrees 58 minutes 51 seconds West a distance of 81.08 feet; thence North 30 degrees 06 minutes 03 seconds West a distance of 180.88 feet; thence North 17 degrees 45 minutes 30 seconds West a distance of 154.47 feet; thence North 34 degrees 01 minutes 48 seconds West a distance of 233.36 feet; thence North 03 degrees 34 minutes 51 seconds West a distance of 26.31 feet to the Southwest Corner of The Reserve at Bridgewater Section 1, a subdivision in Hendricks County, Indiana, the plat of which is recorded as instrument number 9700003041 in the office of the recorder of Hendricks County, Indiana (the next three (3) described courses being along the South Line of said The Reserve at Bridgewater Section 1); thence South 85 degrees 30 minutes 00 seconds East a distance of 187.14 feet; thence North 71 degrees 00 minutes 00 seconds East a distance of 130.00 feet; thence North 49 degrees 00 minutes 00 seconds East a distance of 190.05 feet to the South Line of The Reserve at Bridgewater Section 3, a subdivision in Hendricks County, Indiana, the plat of which is recorded as instrument number 9800028189 in the office of the recorder of Hendricks County, Indiana (the next six (6) described courses being along the said South Line); thence South 59 degrees 11 minutes 19 seconds East a distance of 162.61 feet; thence South 28 degrees 35 minutes 16 seconds East a distance of 127.78 feet; thence South 88 degrees 00 minutes 00 seconds East a distance of 167.63 to a curve having a radius of 255.00 feet, the radius point of which bears South 81 degrees 45 minutes 54 seconds West; thence Southerly along said curve an arc distance of 67.75 feet to a point which bears South 83 degrees 00 minutes 41 seconds East from said radius point; thence South 78 degrees 09 minutes 14 seconds East a distance of 146.07 feet; thence South 62 degrees 35 minutes 17 seconds East a distance of 146.27 feet to the West Line of Bridgewater Section 2, a subdivision in Hendricks County, Indiana, the plat of which is recorded as instrument number 9800028188 in the office of the recorder of Hendricks County, Indiana; thence South 16 degrees 53 minutes 22 seconds East along the said West Line a distance of 193.20 feet to the West Line of Bridgewater Section 3, a subdivision in Hendricks County, Indiana, the plat of which is recorded as instrument number 9900010592 in the office of the recorder of Hendricks County, Indiana; thence South 25 degrees 05 minutes 12 seconds West along the West Line of said Bridgewater Section 3 a distance of 226.63 feet to the South Line of the said Southwest Quarter Section; thence North 89 degrees 55 minutes 56 seconds West along the said South Line a distance of 770.70 feet to the BEGINNING POINT, containing 12.696 acres, more or less.

This subdivision consists of 19 lots, numbered 71 to 89, together with Common Areas, streets, easements and public ways as shown hereon.



\* 2 0 0 8 0 4 2 9 4 1 4 \*

200804294

PAUL T HARDIN  
HENDRICKS COUNTY RECORDER  
02/25/2008 09:34:09AM

Cross References: **Inst. No. 9700001896**  
**Inst. No. 9800006988**  
**Inst. No. 9800028190**  
**Inst. No. 9930393**  
**Inst. No. 200100010409**

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE RESERVE AT BRIDGEWATER**

**A SINGLE FAMILY RESIDENTIAL DEVELOPMENT  
IN WASHINGTON TOWNSHIP, HENDRICKS COUNTY, INDIANA**

The undersigned officers of The Reserve at Bridgewater Homeowners Association, Inc. on behalf of the owners of real property in the residential community known as The Reserve at Bridgewater (including lots 1 through 89 and referred to herein as the "Subdivision"), hereby execute this Amended and Restated Declaration of Covenants, Conditions and Restrictions as of the date set forth below and amend and restate the following plat restrictions and covenants on the Subdivision for the benefit of all present and future owners of any lot in the Subdivision.

WITNESS THAT the following facts are true:

The Reserve at Bridgewater subdivision located in Hendricks County, Indiana was established by a certain "Declaration of Covenants, Conditions and Restrictions for The Reserve at Bridgewater, Section 1" which was recorded on February 3, 1997, as **Instrument No. 9700001896** in the Office of the Recorder of Hendricks County, Indiana, said Declaration together with all subsequent amendments thereto being hereafter referred to as the "Original Declaration"; and

Plats filed with the Office of the Recorder of Hendricks County, Indiana established a total of eighty-nine (89) Building Lots, and Common Area, comprising The Reserve at Bridgewater subdivision in accordance with the Declaration; and

The Original Declaration states that its covenants, conditions and restrictions may be changed, in whole or in part, by a majority vote of the then owners of the Building Lots; and

The Annual Meeting of the Owners and The Reserve at Bridgewater Homeowners Association, Inc. ("Association") was held on October 29, 2007, and reconvened on December 13, 2007; and

One of the purposes of said Annual Meeting as stated in the notice for the meeting was for the Association's members to discuss and approve the following Amended and Restated Declaration; and

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At said Annual Meeting, the Owners of forty-eight (48) of the eighty-nine (89) Building Lots, in person or by proxy, voted to approve this Amended and Restated Declaration pursuant to the terms below; and

The Owners of said Lots desire to amend certain provisions of the Original Declaration and to restate the same for the convenience of the Owners such that this Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Reserve at Bridgewater in no way nullifies or changes the Original Declaration or the effective date of the Original Declaration until now. However, upon the date of recording of this Amended and Restated Declaration with the Hendricks County Recorder's Office, the Original Declaration shall no longer be in effect and shall be replaced by the following except for the purposes described in the next paragraph.

The Original Declaration contained exhibits. For historical purposes, these various exhibits may be referred to from time to time, and therefore, for cross-reference purposes, one should refer to them as they were filed with the Hendricks County Recorder. Those exhibits, however, are not exhibits to this Amended and Restated Declaration. Except as to any exhibits to the Original Declaration that may remain relevant, all other provisions of the Original Declaration are hereby modified in their entirety, and superceded by this Amended and Restated Declaration.

NOW, THEREFORE, the Owners of a majority of the total number of Building Lots in The Reserve at Bridgewater hereby amend and restate the Original Declaration such that all of the platted dwellings, Building Lots and lands located within The Reserve at Bridgewater as they have been platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which were and are declared and agreed to be in furtherance of a plan for the improvement and sale of said dwellings, Building Lots and lands in The Reserve at Bridgewater. Such restrictions below were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each of said dwellings and Building Lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in the development. Now, therefore, the Original Declaration which is applicable to all Owners and residents within The Reserve at Bridgewater is hereby amended and restated as follows:

#### **DECLARATIONS**

All lots within the Subdivision shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all lot owners and occupants within the Subdivision and which shall run with the property and shall be binding on all owners and all persons claiming under them until December 31, 2012, at which time said covenants, conditions, restrictions and assessments shall be automatically extended for successive periods of five (5) years, unless by a majority vote of the then owners of the lots in the Subdivision it is agreed to change said covenants, conditions, restrictions and assessments in whole or in part:



Article 1. Use Restrictions

1.01 Each lot within the Subdivision (hereinafter "Building Lot") shall be used for single-family residential purposes only.

1.02 No residence, building, shed, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, pavement, driveway, awning, wall or structure of any kind shall be erected, placed or altered on any Building Lot without first obtaining the written consent of the Architectural Control Committee subsequently described herein. All requests for written approvals from the Architectural Control Committee shall be in writing, shall be dated, shall specifically request approval of the contemplated improvement(s) and shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design, spacing, quality, use, construction materials, color scheme, grading plan and finish grade elevation for said improvements.

1.03 Each two (2) story single-family dwelling constructed on any Building Lot shall have a minimum of 1,700 square feet of living area and each single story single-family dwelling shall have a minimum living area of 1,500 square feet, exclusive of basements, open porches, garages and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles.

1.04 All structures or improvements commenced by an owner of any Building Lot within the Subdivision must be completed within nine (9) months from the date of commencement.

1.05 A walk light on pole with photo electric cell (or other darkness sensing technology) that automatically illuminates at darkness is to be installed in the front yard of each Building Lot at the time of construction of a dwelling thereon. The Building Lot owner shall maintain the light in operating condition at all times.

1.06 No detached storage buildings shall be permitted on any building lot.

1.07 No towers of any description, antennae, or satellite dish shall be permitted on any Building Lot without the written approval of the Architectural Control Committee. Said Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate.

1.08 No residence shall have a sump pump which discharges directly into the street through a curb.

1.09 No building shall be located nearer to any street than the building setback line shown on the recorded plat of the Subdivision. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.

1.10 No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Subdivision. Plantings within said utility or drainage easement areas are at the Building Lot owner's sole risk of loss if such plantings, as determined solely by the applicable utility company or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Building Lot owner shall maintain such portion of any utility or drainage easement area as is located upon such owner's Building Lot.

1.11 No industry, business, manufacturing, mercantile, storing, trade, or any commercial activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted in the Subdivision; provided, however, that an owner of a Building Lot may maintain an office or home business in the dwelling if: (1) such office or business generates no significant number of visits or unreasonable parking usage (both as determined by the Board of Directors of the Homeowners Association) by clients, customers or other persons related to the business; (2) no equipment or other items related to the business are stored, parked or otherwise kept outside such Owner's dwelling; (3) there are no employees or independent contractors within the dwelling other than the owner or other resident; (4) such owner has obtained approvals for such use as may be required by the appropriate local and state governmental agencies; (5) the owner complies with all provisions of the municipality's ordinances, including any "home occupations ordinance"; and (6) all other provisions of this Declaration, the By-Laws, and the rules and regulations adopted by the Board of Directors of the Homeowners Association are complied with. No dwelling shall be used or rented for transient, motel or hotel purposes.

1.12 No clotheslines shall be located on any Building Lot except one removable, folding, umbrella-like clothesline. Folding umbrella-like clotheslines shall be permitted in the rear patio area only. No laundry articles shall be left outdoors overnight or any time on Saturdays or Sundays.

1.13 No buses, campers, motor homes, trailers, boats, or other similar recreational vehicles shall be stored on any Building Lot unless housed within a garage building. All motorcycles, jet skis, snowmobiles or other such recreational vehicles shall be housed within a garage building. No inoperable vehicles shall be stored on any Building Lot. To facilitate snow removal and mail delivery and to promote child safety, residents should refrain from parking on the street.

1.14 No exterior portion of any Building Lot or common area shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and screened from public view. Building materials to be used in the construction of approved structures may be stored on a Building Lot, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Building Lot.

1.15 No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Building Lot without the written approval of the Architectural Control Committee.

1.16 No weeds, underbrush, trash, or objects of any kind shall be permitted to remain on any Building Lot or common area within the Subdivision. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. The Homeowners' Association may regulate and control the maintenance of lawn areas by publishing rules and regulations as it deems necessary from time to time.

1.17 No geothermal, windmill, or solar heating system shall be installed on any Building Lot or on any dwelling thereon without the prior approval of all applicable agencies and the Architectural Control Committee.

1.18 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Building Lot, except that dogs, cats or other usual household pets may be kept on a Building Lot, so long as such pets are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to run loose or become a nuisance to any owner of any Building Lot in the Subdivision. The Homeowners' Association may regulate and control the maintenance of such household pets by publishing such rules and regulations as it deems necessary from time to time.

1.19 No sign or billboard shall be erected or displayed on any Building Lot except one (1) sign of no more than five (5) square feet advertising the property for sale or signs approved by the Architectural Control Committee.

1.20 All tanks for the storage of propane gas, fuel or oil shall be located beneath ground level, except that propane tanks for service to the entire Subdivision or, on a temporary basis, for construction of an approved structure may be located above ground as approved by the Architectural Control Committee.

1.21 No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Building Lot without the written consent of the Architectural Control Committee.

1.22 No chain link fence will be permitted on any Building Lot in the Subdivision.

1.23 No above ground swimming pools in place for more than forty-eight (48) consecutive hours will be permitted on any Building Lot in the Subdivision.

1.24 Nothing shall be done, placed or stored on any Building Lot which may endanger the health or unreasonably disturb the occupants of the dwellings on neighboring Building Lots.

1.25 The owner of each Building Lot within the Subdivision, upon acquisition of title to such lot, shall automatically become a member of the Homeowners' Association created in accordance with Article 3.01 hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Building Lot and such membership shall terminate upon the sale or other disposition by such member of such lot ownership.

1.26 Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

It shall be lawful for Hendricks County, the Homeowners' Association or any person or persons owning any real property within the Subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to violate the restrictions or to recover damages for such violation together with the costs incurred in enforcement of the restrictions, including reasonable attorneys fees.

## Article 2. Additional Drainage Easement Restrictions

Drainage easements shown on the recorded plat of the Subdivision may include storm water detention or retention areas designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Building Lot owners in the Subdivision and are to run with the land and shall be binding on all parties, on all owners, and all persons claiming under them forever, as follows:

2.01 No owner of any Building Lot in the Subdivision shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water including disposal of landscaping and yard waste, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Building Lot owners.

2.02 No boating, fishing, swimming, ice skating or other recreational activity shall be conducted in, on or above said drainage easement areas.

2.03 The Homeowners' Association shall have the right to establish rules regarding the use of any drainage easement areas, provided such rules are not in conflict with any other provision contained herein, and are reasonably established to protect the safety and welfare of the residents of the Subdivision and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

2.04 Hendricks County, the Homeowners' Association or any person or persons owning any Building Lot within the Subdivision may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the covenants and restrictions contained herein or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and detention or retention system, and to recover compensation for any damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions, including reasonable attorneys fees.

## Article 3. Homeowners' Association

3.01 The Reserve at Bridgewater Homeowners' Association (the "Association") was formed and incorporated as an Indiana nonprofit corporation to promote the common interest of all Building Lot owners, to handle maintenance of certain areas within the Subdivision as set forth below and to promote compliance with the covenants, conditions and use restrictions set forth in this Declaration. The Association shall be comprised of the owners of all the Building Lots in the Subdivision, Reserve at Bridgewater.

3.02 The management and control of the affairs of the Association shall be vested in its board of directors. The board of directors shall be composed of three (3) members that have staggered terms of 3 years. Upon the incapacity, resignation or death of any director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the board of directors within three (3) months after the incapacity, resignation or death of the departed director. Board members shall be elected by a majority vote of the Building Lot owners as more fully set forth in the Articles of Incorporation and By-Laws for the Association.

3.03 The Association, or its agents or assigns, shall have the right to enter onto any open space, public right-of-way or landscape easement area as shown on the recorded plat of the Subdivision, if any, or other easement area as it from time to time deems necessary for the purpose of maintaining the same. Such maintenance may include, but shall not be limited to:

- (a) regular mowing, trimming and fertilizing of grassy areas;
- (b) periodic mulching of flower beds within the Subdivision;
- (c) regular weeding of flower beds;
- (d) flower planting within the Subdivision;
- (e) maintenance of street lighting, if any, and associated electric service billings;
- (f) repair of any permanent signs;
- (g) repair of any stone wall, wing wall or fencing;
- (h) maintenance and repair of any common area amenities, e.g. buildings, structures, swimming pools, etc., if applicable.
- (i) treatment of water in any detention or retention areas to limit algae and grassy growth;
- (j) trimming, pruning, removal and replacement of trees and bushes, as necessary;
- (k) erosion control and maintenance of lakes.

3.04 The Reserve at Bridgewater includes (i) three lakes and (ii) a pool/recreational facility, all of which are located within the Expansion Property. These three lakes and pool/recreational facility, are constructed for the benefit of the residents of the adjoining subdivision known as Bridgewater, as well as the residents of The Reserve at Bridgewater. Hereinafter these lakes and pool/recreational facility shall be known as "Joint Common Areas." Maintenance of these Joint Common Areas will be undertaken by the Reserve at Bridgewater Homeowners Association. In order to provide for the proper maintenance of these Joint Common Areas, the Association is hereby empowered (Reference Third Amendment 10/11/99) to the Original Covenants) to assess the Bridgewater homeowners association seventy-two percent (72%) of the total cost of such maintenance. However, such assessment may not exceed an amount equivalent to One Hundred Twenty-Five Dollars (\$125) per year per building lot in the Bridgewater subdivision on which a dwelling unit exists, which amount may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December 1997. The Association shall provide copies of any maintenance of the Joint Common Areas upon written request of the Bridgewater homeowners association, or its agents or assigns.

### 3.05 Assessments Generally

- (a) Creation of Assessments, Time for payments. For the purpose of providing funds to carry out the responsibilities of the Association hereunder, the Association shall be empowered to levy, assess and collect from the owner of each and every Building Lot in the Subdivision, an Annual Assessment in an amount determined by the Board sufficient to cover the annual operating expenses of the Reserve at Bridgewater. In addition, the Board has the authority to levy an Annual Reserve Fund Assessment pursuant to Section 3.05 (c) and in extraordinary situations Special Assessments, pursuant to Section 3.05 (e) for unexpected or unforeseen expenses or shortfalls in the annual budget not covered by the Annual Assessment or the Reserve Fund, and to levy and collect the Initial Reserve Fund Contribution as established in Section 3.05(f). Each owner by acceptance of his or her deed, is deemed to covenant and agree to pay all assessments, Annual, Special, Initial Reserve Fund Contribution, and Reserve Fund Assessments, and any late fees, interest, and other charges created or referenced herein, and vests in the Association or its agents the right and power to bring all actions against him or her, personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Board of Directors of the Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the lot. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration, but not limitation, abandonment of the Lot.
- (b) Annual Assessment. The base amount of the Annual Assessment, beginning in January 2008 shall be Three Hundred Eighty Five Dollars (\$385) per year per Building Lot, provided, however that such base amount of Three Hundred Eighty Five Dollars (\$385) per year per Building Lot per year may be increased annually in proportion to any

increase in the Consumer Price Index (C.P.I.) of the U.S. Bureau of Labor Statistics from the base period of December, 1997, or ten percent of the previous year's Annual Assessment, whichever amount is greater, without the approval of the membership. Any Annual Assessment established by the Association in excess of such maximum amount must be approved by a majority of the Building Lot owners in the Subdivision in attendance, either in person or proxy, at a meeting where quorum is present and called for the purpose of approving said assessment. The annual budget and the Annual Assessments shall be drawn to handle the usual and customary ongoing operating expenses of the Association.

- (c) A replacement reserve fund is established in January 2008 for future capital expenditures for replacement and repair of items as outlined in a Reserve Study with an annual Reserve Fund Assessment, beginning in January 2008 that shall be an additional One Hundred Ten Dollars (\$110) per year per Building Lot and will **not** be indexed annually per Consumer Price Index (C.P.I.). The total annual dues required for January 2008 will be \$495.00. The Reserve Study described below in Article 6 shall be reviewed every five (5) years. The replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Properties. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Properties shall be maintained by the Association in a separate interest-bearing account with one or more banks, savings and loan associations, or other financial institution or brokerage house authorized to conduct business in Hendricks or Marion County, Indiana, as may be selected from time to time by the Board.
- (d) Payment options: Annual Assessments and Annual Reserve Fund Assessments are to be paid in either 1 lump sum by January 1, or two equal payments due January 1st and April 30<sup>th</sup> with an additional processing fee as determined by the Board of Directors of the Association.
- (e) Special Assessments. In addition to the other assessments authorized herein, the Association may levy a Special Assessment for unexpected or unforeseen expenses or shortfalls in the annual budget not covered by the Annual Assessment. Any Special Assessment in any one fiscal year, shall be effective only if approved by two-thirds (2/3) of the members in attendance, either in person or by proxy, at a meeting where quorum is present and called for the purpose of approving said Special Assessment. The Special Assessment shall be paid as determined by the Board, and the Board may permit the Special Assessment to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.
- (f) Initial Reserve Fund Contribution. Effective as of the date this provision is recorded in the Office of the Recorder of Hendricks County, Indiana, each time a Building Lot, Lot, Home or other interest in the ownership of a Lot in the Reserve at Bridgewater is transferred, conveyed or otherwise changes ownership, a one-time Reserve Fund Contribution to the Association from the buyer, purchaser, or incoming member/Owner in the amount of Five Hundred Dollars (\$500) is required and shall be collected, or paid, at the time the ownership is transferred. This contribution may not be deleted or waived by the Association, its directors, or any seller, member or Owner or other

person or entity. Further, the Association, its members or directors may not reduce the amount of the Initial Reserve Fund Contribution but it may be increased subject to the approval of two thirds (2/3) of the members in attendance, either in person or by proxy, at a meeting where quorum is present and called for the purpose of approving said increase in the Initial Reserve Fund Contribution. Such contributions shall be deposited in an account separate from the operating funds of the Association, and may be used for any necessary capital expenditures of the Association or to defray the amount of any determined Special Assessment as set forth under Section 3.05(e).

### 3.06 Effect of Nonpayment of Assessments; Remedies of the Association

- (a) Non-Payment of Assessment; Any Annual Assessment, Special Assessment, Initial Reserve Fund Contribution, Annual Reserve Fund Assessment, or other charge set forth herein, that is not paid when due shall be delinquent. Any assessment or amount that is delinquent for a period of more than ten (10) days shall incur a reasonable late charge in the amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days of the date which it became due, a continuing lien, as herein provided, shall attach and, in addition, the lien shall include any late charges, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees and paraprofessional fees actually incurred, and any other amounts provided or permitted by law. The Board, at its option and without waiving any other remedy available to it, may bring an action against the delinquent Owner in any court having jurisdiction to enforce payment of the delinquent amounts and/or to foreclose its lien against the delinquent Owner's Lot, and there shall be included in any judgment obtained in such action all delinquent assessments, late charges, interest, expenses, costs, and reasonable attorney/legal fees.
- (b) Liens. All sums assessed against any Lot pursuant to the Declaration, together with late charges, interest, costs, and reasonable attorney's fees and paraprofessional fees actually incurred, as provided herein, shall be secured by a continuing lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (i) liens of ad valorem taxes; or (ii) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the land records of the appropriate Indiana County and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument. Also, such liens shall be extinguished upon foreclosure or a deed in lieu of foreclosure, but the personal obligation for said delinquent assessments shall not be extinguished by such transfer of ownership. All other persons or entities acquiring liens or encumbrances on any Lot in Reserve at Bridgewater after this Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Board of Directors of the Association, acting on behalf



of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the Lot.

#### Article 4. Architectural Control Committee

An Architectural Control Committee (the "Committee") is hereby established as a standing committee of the Association to carry out the functions set forth for it in this Declaration. The Architectural Control Committee's procedures and duties shall be as follows:

4.01 The Committee shall be composed of three (3) members.

4.02 Members of the Committee shall be elected by the members in attendance at the Annual Meeting, either in person or by proxy, where quorum is present. If there are insufficient volunteers for vacant Committee positions, members will be appointed by the Board of Directors of the Association within three (3) months of the Annual Meeting and shall serve for terms of three (3) years. All members of said Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Committee, a successor, who shall serve the remaining term of the departed Committee member, shall be appointed by the board of directors of the Association within three (3) months after the incapacity, death or resignation of the departed member.

4.03 The use restrictions require the submission of detailed plans and specifications to the Committee prior to the erection of, placement on, or alteration of any structure or improvement on any Building Lot. The intent is to achieve an architecturally harmonious, artistic and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Committee is directed to consider the appropriateness of the improvement contemplated in relation to the improvements on contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Building Lot on which it is proposed to be made, and such other matters as may be deemed by the Committee members to be in the interest and benefit of the owners of the Building Lots in the Subdivision as a whole. The committee has the power to adopt guidelines, or rules and regulations, from time to time, to further clarify what is acceptable and not acceptable. The committee has the power to make variations from the guidelines after taking into consideration all of the circumstances relating to the owner's application such as the location and configuration of the lot and the proximity of other owners or homes.

4.04 To assist it in making its determinations, the Committee may require that any plans and specifications submitted to the Committee be prepared by a registered architect or civil engineer. The Committee shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, material lists, landscape plans and color scheme designations.

4.05 The Committee's decisions shall be in writing and shall be binding upon all parties in interest. The Committee shall approve, disapprove or request additional information with respect to any submitted request for approval within thirty (30) days after said request shall have been properly submitted to the Committee for approval. A properly submitted request shall be in writing and shall comply with the provisions of Article 1.02 hereto. The failure of the

Committee to approve, disapprove or request additional information within said time period shall be deemed an approval of any properly submitted request.

4.06 The approval of any plans and specifications by the Committee shall not constitute a representation or warranty by it as to the quality of the workmanship, materials or architectural or engineering design covered thereunder, or the proposed work's feasibility or compliance with any applicable laws.

4.07 If, in the opinion of the Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimension or topography of a particular Building Lot in the Subdivision, the Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the standards of the Subdivision.

#### Article 5. Other Conditions

5.01 All transfers and conveyances of each and every Building Lot in the Subdivision shall be made subject to these covenants and restrictions.

5.02 Any failure or delay to enforce these restrictions shall not be deemed a waiver thereof or an acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

5.03 If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

5.04 All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Building Lot owner or owners found to be in violation.

5.05 Only the Building Lots contained in the Subdivision shall be subject to and bound by the restrictions, covenants and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the owner or its successors or assigns.

#### Article 6. Reserve Fund Management Committee

A Reserve Fund Management Committee (the "Committee") is hereby established as a standing committee of the Association to carry out the functions set forth for it in this Declaration. The Reserve Fund Management Committee's procedures and duties shall be as follows:

6.01 The Committee shall be composed of three (3) non-board members.

The first members of the Committee shall serve for staggered terms of one (1), two (2) and three (3) years as directed by the board of directors of the Association.

6.02 Members of the Committee shall be elected by the members in attendance at the

Annual Meeting, either in person or by proxy, where quorum is present. If there are insufficient volunteers for vacant Committee positions, members will be appointed by the Board of Directors of the Association within three (3) months of the Annual Meeting and shall serve for terms of three (3) years. All members of said Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Committee, a successor, who shall serve the remaining term of the departed Committee member, shall be appointed by the board of directors of the Association within three (3) months after the incapacity, death or resignation of the departed member.

6.03 The Committee's purpose is to utilize the most recent Reserve Study as prepared by an outside consulting firm qualified for this purpose as reference for their planning and recommendations to the Board of Directors on utilization of the Reserve fund. The Committee is directed to consider the appropriateness of the expense contemplated in relation to the existing funds, the determination of the urgency of the expense and continued long term planning to ensure maintenance of the artistic and architectural merits of the development as well as other matters as may be deemed by the Committee members to be in the interest and benefit of the owners of the Building Lots in the Subdivision as a whole.

6.04 To assist it in making its recommendations, the Committee shall have the right to represent the Association and the Board in discussions and negotiations with vendors and suppliers in order to capture comprehensive data to complete their analysis and proposals for planned utilization of the Reserve Fund.

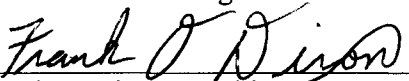
6.05 The Committee's recommendations shall be in writing for submission to the Board.. The Committee shall solicit bids for board approval and request additional information if necessary.

The undersigned persons hereby represent and certify that all requirements for and conditions precedent for the effectiveness of this Amended and Restated Declaration of Covenants and Restrictions have been fulfilled and satisfied.

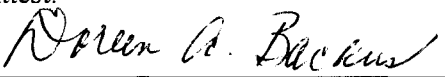
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Executed this 25 day of FEBRUARY, 2008.

The Reserve at Bridgewater Homeowners Association, Inc., by:

  
\_\_\_\_\_  
Frank O. Dixon, President

Attest:

  
\_\_\_\_\_  
Doreen A. Backus, Secretary

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF HENDRICKS )

Before me, a notary public, in and for said County and State, personally appeared Frank O. Dixon and Doreen A. Backus, the President and Secretary, respectively, of The Reserve at Bridgewater Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members, and who, being duly sworn, stated that the certifications and representations made therein are true. Witness my hand and notarial seal this 25 day of February, 2008.

Mary Elizabeth Floyd  
Notary Public, Signature

Mary Elizabeth Floyd  
Printed

My Commission Expires:                   Residence County: Hendricks  
July 31, 2010

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. Telephone (317) 536-2565.