

NOTICE 2: The River Ridge Community was the site of a gravel and other material excavation by American Aggregates Company, now operated by Martin Marietta Corporation. The primary water retention lake is, essentially, a former gravel pit, which is of uneven depth, and portions of this lake are very deep and may include treacherous bottom surfaces. Extreme caution must be exercised around this lake, particularly for young children and any person without excellent swimming ability. Any person choosing to swim in this lake shall do so at their own risk. In addition, the water level in this lake could fluctuate greatly, and neither the developer nor the association will be responsible for excessive height or inadequate height of the water level in the lake or damage to any person or property arising therefrom.

NOTICE 3: Martin Marietta Corporation is still excavating in a nearby location. Their gravel and other aggregate excavation operation requires blasting by use of explosives. The vibration from this blasting activity will be felt and heard within the River Ridge Community, until Martin Marietta or their successors have completed work in this area. In addition, this blasting activity may place additional stress upon any structure built within the River Ridge Community and upon any personal property maintained within the community. By acceptance of a deed from Declarant, or any successor owner of any Lot or any Dwelling Unit, or by the act of occupancy of any Lot or any Dwelling Unit, every person shall conclusively be deemed to release the Declarant and its successors and assigns from any liability resulting from this blasting activity, including vibration, noise, and injury.

NOTICE 4: Many of the lots and units built within the River Ridge Community will be just above the 100 year flood zone, established by the U.S. Geological Survey. While lenders may or may not require owners to obtain flood insurance, there is a possibility that a flood will occur which is above the 100 year flood stage and owners are encouraged to consult with their insurance representatives, attorneys, engineers and other consultants about the advisability of maintaining flood insurance. In addition, the ground water table could be above the floor level of any basement, and the owner of any residence with a basement must be advised of the potential for water leakage or water backup through a sump pump pit or other opening.

ARTICLE I
DECLARATION OF RESTRICTIONS AND STATEMENT OF PROPERTY RIGHTS,
MEMBERSHIP, FUNCTIONS OF THE CORPORATION, DEFINITIONS

Section 1.1 Declaration. Declarant hereby expressly declares that the Real Estate shall be held, transferred and occupied subject to these Restrictions. The Owners of any Lot or Unit which is subject to this Declaration, and all other Persons: (i) by acceptance of a deed from Declarant, or any successor owner of any Lot or any Dwelling Unit, conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot or any Dwelling Unit, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such occupancy subject to each restriction and agreement

contained in this Declaration or in the Plat Covenants for the Real Estate. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of Declarant, the Architectural Control Committee (hereinafter referred to as the "Committee") and of the Corporation with respect to these restrictions. Each Owner--for itself and its heirs, personal representatives, successors and assigns--covenants to the Declarant, the Architectural Control Committee, the Association, and the other Owners and subsequent Owners of each of the Lots and Units affected by these Restrictions, and agrees to keep, observe and comply with the terms and provisions of this Declaration.

Section 1.2 Property Rights. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Areas, subject to:

- (a) this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association;
- (b) the Plat Covenants recorded for any subdivision in which the Lot or Unit is located;
- (c) the right of the Declarant to establish Limited Common Areas benefiting certain individuals or subdivisions within the Community;
- (d) the right of the Association to dedicate or transfer all or any part of the Common Area pursuant to this Declaration, including the right of the Declarant to deed a portion of the Real Estate to a non-profit corporation or foundation for environmental preservation purposes;
- (e) easement rights in favor of the Association to extend sanitary sewers, storm sewers, electric power and other utility lines across each of the planned bridges which span the primary lake;
- (f) easement rights in favor of the Association to extend storm sewers, sanitary sewers and other utilities across any of the common areas;
- (g) the right of the Association to limit the number of guests who may use any recreational facilities within the Common Area, and to adopt rules regulating the use and enjoyment of the Common Area;
- (h) the right of the Association to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Lot or Dwelling Unit remains delinquent, and (ii) for a period in accordance with the rules and regulations promulgated by the Board of Directors of the Association for violations of the Declaration, By-Laws or rules of the Association, after notice and a hearing pursuant to the By-Laws herein;
- (i) the right of the Association to impose reasonable and non-discriminatory membership requirements and charge reasonable and non-discriminatory admission or other fees for the use of any recreational facility situated upon the Common Area.

SECTION 1.3 Functions. The Corporation has been formed for the purpose of maintaining the value and appearance of the River Ridge community; providing for the maintenance, repair, replacement, administration, operation and ownership of the Common Areas; enactment, administration, and enforcement of rules and regulations for use of the lots, easements and common areas of the community; enforcement of Architectural Design and Environmental Control within the community and of the Covenants for the mutual benefit of all Owners; to pay taxes assessed against and payable with respect to the Common Areas; to pay any other necessary expenses and costs in connection with the Association; and to perform such other functions as may be designated under this Declaration.

SECTION 1.4 Membership in Corporation. Each Owner of a Lot or Unit shall, automatically upon becoming an Owner, be and become a Member of the Association and shall remain a Member until such time as such ownership ceases. Membership shall terminate when such Owner ceases to be an Owner and will be transferred to the new Owner of such Lot or Unit.

SECTION 1.5 Definitions. The definitions applicable to this Declaration are as follows:

A. "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the River Ridge Homeowners Association, Inc., as amended from time to time.

B. "Common Area" means the ground designated as "Block" or as "Common Area" upon the Final Plat of each subdivision within the River Ridge Community, plus any streets which are not dedicated to the City of Indianapolis as public streets. The Common Areas of this Community shall be subject to easements for drainage and utilities, as further described and defined herein and in the Plat Covenants. Except where the context clearly indicates otherwise, the term Common Area shall be interpreted to include the Limited Common Areas.

C. "Common Expense" means expenses for administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of the Common Areas, and all sums lawfully assessed against the Members of the Association. Common Expenses shall include, but not be limited to:

- 1) All expenses of purchasing, installing and maintaining the entryways to the community, including identification signs, lighting, plantings and landscaping;
- 2) All expenses of maintaining and replacing a security gate or gates installed within the Community, however, nothing in this Declaration shall require the Developer to install security gates or, if security gates are installed, to install any particular type or design of gate; however, maintenance of gates on private property shall not be a common expense;
- 3) All expenses of repair and maintenance of the private streets within the Community;
- 4) All expenses of maintaining the medians in the public streets within the Community;
- 5) Expenses of maintaining the lakes and ponds within the community, including bridges across the primary lake and any fountain or water circulation system within the lake;
- 6) Expenses of maintaining any walking trails within the community;
- 7) Lease payments for Community street and entryway lighting;
- 8) All expenses of purchasing, installing and maintaining any playground equipment or other recreational amenities owned by the Association within the Common Areas, however, nothing in this Declaration shall require the Developer to install any playground equipment or other recreational amenities or, if recreational amenities are installed, to install any particular type or design of recreational amenities;
- 9) All expenses of purchasing, installing and maintaining any common docks within the Common Area, including pathways to the common docks, however, the expenses of common docks within Limited Common Area shall be an expense only of the lots, units or subdivisions benefited thereby;
- 10) Snow removal, if the Board of Directors determines that the Association should privately contract for snow removal;
- 11) Trash removal, if the Board of Directors determines that trash removal should be coordinated and paid for as a community expense;
- 12) Spraying or treatment for insects, if the Board of Directors determines that the Association should provide this service;

- 13) Costs of enforcing the rules and regulations governing the Community, including this Master Declaration, the Plat Covenants, and rules and regulations established by the Association; and
14) Reasonable allowances for shortfall of funds arising from late payment or non-payment of assessments, for general overruns in budget categories, and for miscellaneous expenses not budgeted under any specific category.

D. "Community" means the River Ridge Community, as defined in Exhibit "A" and as demonstrated by the revised layout attached as Exhibit "B-1", as supplemented or altered as defined in this Declaration, except for any apartments not intended for individual home ownership.

E. "Condominium Unit" means one of the living units located within a subdivision of River Ridge that has been subjected to a Declaration of Horizontal Property Regime.

F. "Corporation" means the River Ridge Homeowners Association, Inc., its successors and assigns, a non-profit corporation, whose members shall be the Owners of Lots or Dwelling Units in the River Ridge Community. The terms "Corporation" and "Association" may be used interchangeably to refer to the River Ridge Homeowners Association, Inc.

G. "Declarant" means R.N. Thompson Development Corporation, or its successors and assigns, as developer of the River Ridge community. The terms "Declarant" and "Developer" may be used interchangeably. R.N. Thompson Development Corporation is the contract purchaser of the real estate, and the Fee Owners of the real estate are hereafter defined.

H. "Fee Owner" means the Land Trust Agreement dated May 29, 1997. Oliver B. Daugherty and Walter E. Wolf, Jr., are the current Trustees of this Trust. The Declarant may also be or become the "Fee Owner" or a proportionate owner of the fee title to the Real Estate.

I. "Lot" means each Lot of a recorded plat for the River Ridge community. The term Unit, as used throughout the Declaration, was intended to anticipate the possibility of condominium or zero lot line homes in the River Ridge community. To the extent that such homes are not included as a part of this community, the term "Unit" shall have the same meaning as the term "Lot", and where the phrase "Lot or Unit" is used, it shall mean a single ownership entity and not be entitled to multiple votes or be subject to multiple assessments. A residence which is on two lots will be entitled to two votes and will be subject to two assessments.

J. "Mortgagee" means the holder of a first mortgage lien on a Lot or a Dwelling Unit.

K. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, owning the fee simple title to a Lot or any Dwelling Unit.

L. "Plat Covenants" mean the plat covenants recorded for each subdivision within the River Ridge Community.

M. "Subdivision Declaration" means a Declaration of Covenants, Conditions and Restrictions or a Declaration of Horizontal Property Regime recorded for one or more subdivisions within the River Ridge Community. Any Owner or other person who is subject to a subdivision declaration shall also be subject to this declaration.

N. "Unit", "Condominium Unit" or "Dwelling Unit" means a residential home or unit which is not on its own individual lot or parcel of land, such as a multiple unit building or structure--which may be a double, triple, fourplex or other configuration--so long as each residential unit is designed for individual ownership and not for rental. The terms "unit", "condominium unit" and "dwelling unit" may be used interchangeably in this Declaration. Except where the context clearly indicates otherwise, the term Lot Owner shall be interpreted to include the Owner of a Unit in an attached dwelling.

ARTICLE II. OWNERSHIP AND USE OF THE COMMON AREAS

SECTION 2.1 Ownership. The Common Area shall be owned by the Corporation and shall be held for the use and enjoyment of the Members, which right shall pass with title to every Lot and with title to every Unit, subject to the provisions of this Declaration. The Developer may retain title to the Common Area until its sale of the last Lot or of the last Unit in the River Ridge Community, however the responsibility and expense of maintenance shall pass to the Association upon the sale of the first Lot or of the first Unit in the Community.

SECTION 2.2 Limited Common Areas. The Declarant shall have the right to create Limited Common Areas for the use and benefit of individual owners or subdivisions within the River Ridge Community, if Declarant determines, in its sole discretion, that individual amenities should be available only to portions of the Community. The expenses of establishing and maintaining the limited common areas shall be solely the expense of the individual owners or subdivisions benefitting from the limited common areas.

SECTION 2.3 Easement for Utilities and Public and Quasi Public Vehicles. All public and quasi public vehicles including, but not limited to, police, fire and other emergency vehicles, public works, trash and garbage collection, post office vehicles and privately owned delivery vehicles shall have the right to enter upon the Common Areas, Limited Common Areas, and the designated easements within the Community in the performance of their duties. All such easements for public and quasi public vehicles shall be subject to reasonable and non-discriminatory safety rules established by the Association.

An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities, including but not limited to water, sewers, gas, telephone, electricity and cable television within the Community; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines or other utilities, except as initially designed and approved on the Plat or as thereafter may be approved by the Board of Directors. Both the Declarant and the Association shall have the authority, including a power of attorney coupled with an interest, from each Owner within the River Ridge Community, to grant additional utility easements, which may traverse the property, including property within the description of any Subdivision within River Ridge, except within the boundaries of any Lot sold to an Owner. Utilities shall be required to correct any damage caused by their ingress, egress, inspection, installation, replacement, repairing and maintenance of utilities.

SECTION 2.4 Easement for Association. An easement is also granted to the Corporation, its officers, agents and employees and to any management company selected by the Corporation to enter in or to cross over the Common Areas, Limited Common Areas, and Easements to perform its duties.

SECTION 2.5 Non-Liability of Declarant. Declarant shall not have any liability to an Owner or to any other Person with respect to drainage on, over or under a Lot or erosion of a Lot. Such drainage and erosion control shall be the responsibility of the Owner of the Lot upon which a Residence is constructed and of the builder of such Residence. An Owner, by acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Declarant free and harmless from and against any and all liability arising from, related to, or in connection with the erosion of or drainage on, over and under the Lot

described in such deed. Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant, and no duty of, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.

ARTICLE III. CLASSES OF MEMBERSHIP

SECTION 3.1 Voting Rights. The Corporation shall have two (2) classes of membership. Class A members shall be all Owners of Lots or Units in the River Ridge Community other than the Declarant. The Declarant shall be a Class B Owner of each Lot titled in its name and of each dwelling unit planned within the Community.

SECTION 3.2 Class A Members. Each Class A Member shall be entitled to one (1) vote for each Lot or Unit of which such Member is the Owner. When more than one person constitutes the Owner of a particular Lot or Unit, all such persons shall be Members of the Corporation, but all of such persons shall cumulatively have only one (1) vote for such Lot or Unit, which vote shall be exercised as they among themselves determine. No vote may be divided.

SECTION 3.3 Class B Member. The Declarant, and its successors and assigns as Developer of the Community, shall be the only Class B Member of the Association. The Class B Member shall have five (5) votes for each Lot or Dwelling Unit planned within River Ridge designated on the preliminary layout attached as Exhibit "B", and any additions or revisions thereto prior to the Authority Transfer Date, of which it is the Owner.

ARTICLE IV. INITIAL MANAGEMENT AND CONTROL BY DEVELOPER

SECTION 4.1 Definition of "Authority Transfer Date". Class B membership shall terminate and become converted to Class A membership (the "Authority Transfer Date"), upon the happening of the earliest of the following:

- (a) when the total of all Class A votes exceed the total of all Class B votes; or
- (b) January 31, 2020; or
- (c) when, in its discretion, the Declarant so determines and provides sixty days notice to the members.

SECTION 4.2 Prior to the Authority Transfer Date. Prior to the Authority Transfer Date as defined above, the Declarant shall appoint all members to the Board of Directors of the Corporation and shall have full authority to establish rules and regulations for the Corporation and for the Community. Directors appointed by the Declarant shall serve at the will of the Declarant and shall be considered Owners of the Corporation only for the purpose of serving on the Board.

The Board of Directors, prior to the Authority Transfer Date, shall not be required to hold Meetings, and if Meetings are held, they shall not be required to be held in public, and notice to other Owners shall not be required. In addition, prior to the Authority Transfer Date, the Board of Directors shall not be required to seek homeowner approval of the budget or the annual assessments.

SECTION 4.3 Assessments. Prior to the Authority Transfer Date, the Declarant shall establish the amount and payment terms of Assessments. The Regular Assessments, including management fees

and contributions towards the replacement reserve fund, shall not exceed Four Hundred Dollars (400.00) per month in the first year after this Declaration was originally recorded [July 28, 1997], with increases of not more than ten percent (10%) per year (cumulatively) thereafter.

SECTION 4.4 Declarant's Obligation to Pay Assessments. Prior to the Authority Transfer Date, the Declarant shall not be obligated to pay any management fee, contribution towards the replacement reserve fund for the Corporation, or any assessment of any kind or nature, as further defined in Section 11.3.

SECTION 4.5 Builder's Obligations. The Declarant shall have the authority to require any person or company building a home on any Lot or any multi-unit building to escrow an amount up to five percent (5%) of the anticipated construction cost to assure proper completion of construction, regular and continual clean up of construction debris and the construction site, and periodic street cleaning of the Community.

SECTION 4.6 The Architectural Control Committee. Until thirty days after the Declarant has approved the initial home construction plans for the last Lot or Unit in River Ridge as shown in Exhibits "A" and "B-1", and any additions to River Ridge as defined in Section 4.8 and 18.1 hereof, the Declarant shall have the right to appoint all members of the Architectural Control Committee. However, the Declarant may elect, from time to time, to transfer authority for post-initial construction architectural control to the homeowners (by appointing a subcommittee of homeowners to evaluate post-initial construction applications) prior to this time.

SECTION 4.7 Initial Management. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas and to perform the functions of the Corporation until the Authority Transfer Date. Declarant may, at its option, engage the services of a Managing Agent, including a Managing Agent affiliated with Declarant, to perform such functions and, in either case, Declarant or such Managing Agent shall be entitled to reasonable compensation for its services.

SECTION 4.8 Declarant's Authority to Add Additional Sections. The Declarant may, at any time prior to the Authority Transfer Date, supplement the property subject to this Declaration, with all or any portion of the real estate identified in Exhibit "C" pursuant to the provisions of Section 18.1, by filing an amended Exhibit "A" and an amended Exhibit "B-1", which additional real estate shall automatically be subject to this Declaration, and the Owners of Lots of such additional real estate shall automatically become members of the Association. In the event that additional real estate is added by Declarant, the votes attributable to the Lots in such new preliminary layouts or platted sections shall be counted for purposes of voting rights and for all other purposes from the date of the recording of the amended Exhibits "A" and "B-1", or the Plat for such additional Section.

ARTICLE V. OWNERS MEETINGS

SECTION 5.1 Annual Meeting. The annual meeting of the River Ridge Homeowners Association shall be held on the third Wednesday in October in each year, at 7:00 o'clock P.M., or at such other date and time as the Board of Directors shall determine, beginning on the first annual meeting date after the Authority Transfer Date, for the purpose of electing directors, approving an Annual Budget and Regular Assessment and for the transaction of such other business as may come before the meeting. Prior to the Authority Transfer Date, the Board of Directors shall not be required to hold annual or other

meetings with the Owners.

SECTION 5.2 Special Meetings. Special meetings of the Owners may be called for any legal purpose by the President or by the Board of Directors, and shall be called by the President, after the Authority Transfer Date, at the request of at least twenty percent (20%) of the Owners or those with ownership interest, and shall be called within thirty days of such request.

SECTION 5.3 Place of Meeting. The Board of Directors shall designate the place of the meeting. The Board may designate that any meeting of Owners take place at any suitable location within five (5) miles of the Community.

SECTION 5.4 Notice of Meeting. Written notice, stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Owner not less than ten (10) days before the date of the meeting, either personally or by mail, by or at the direction of the President. Unless an Owner provides the Secretary of the Corporation with written instructions to the contrary, notice may be sent or delivered to the address of the Lot or Unit. Notice contained in a newsletter or other general correspondence shall meet the notice requirement of this section if it is sent or delivered to each Owner as provided herein.

SECTION 5.5 Quorum. The Board may determine that one or more issues be voted upon by mail-in ballot, either in conjunction with an Annual or Special Meeting or as a substitute for the holding of a Meeting. In the event that the Board elects to permit mail-in ballots, ballots shall be mailed or delivered to each Owner at least twenty one (21) days prior to the deadline for voting and at least twenty percent (20%) of all Owners must vote in order for the vote to count (a "voting quorum"). If a twenty percent vote has not been achieved by the deadline, the Board of Directors or persons designated by the Board may contact additional Owners at their choosing until a voting quorum has been achieved. However, if a voting quorum has been achieved by the deadline, no votes received after the stated deadline may be counted.

SECTION 5.6 Proxies. At all meetings of Owners, an Owner may vote in person or by written proxy, executed by the Owner or by a duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. Every proxy shall be specific for an Annual or Special Meeting of Owners, or its adjourned date, unless otherwise provided in the proxy.

SECTION 5.7 Voting. Unless other provisions of this Declaration specifically provide for a greater approval requirement, the decision of a majority of votes cast at any meeting or in any mail-in ballot at which a quorum is present shall be the decision of the Corporation upon such issue.

SECTION 5.8 Cumulative Voting. Cumulative voting shall not be permitted. Each Owner may only cast one vote for any candidate for any Office, even though multiple positions are open for such Office.

SECTION 5.9 Voting by Mail-In Ballot. The Board may determine that one or more issues be voted upon by mail-in ballot, either in conjunction with an Annual or Special Meeting or as a substitute for the holding of a Meeting. In the event that the Board elects to permit mail-in ballots, ballots shall be mailed or delivered to each Owner at least 14 days prior to the deadline for voting and a majority of all Owners must vote in order for the vote to count. If a majority vote has not been achieved by the deadline, the Board of Directors or persons designated by the Board may contact additional Owners at their choosing until a majority vote has been achieved. However, if a majority vote has been achieved by the deadline, no votes received after the stated deadline may be counted.

SECTION 5.10 Qualification of Directors. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one person at a time and except that the Declarant may have multiple representatives serving on the Board of Directors.

ARTICLE VI. BOARD OF DIRECTORS

SECTION 6.1 General Powers. The business and affairs of the corporation shall be managed by its Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he or she is an Owner as defined herein.

SECTION 6.2 Number, Tenure and Qualifications. The initial number of directors of the corporation shall be three (3). The corporation may have not less than three nor more than nine directors. After the Authority Transfer Date, each director shall hold office until the next annual meeting of Owners and until his or her successor shall have been elected and qualified. Any increase or decrease in the number of Directors shall be approved by the Owners, as provided in Section 5.7 or 5.9 of this Declaration.

SECTION 6.3 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings to be held without notice, so long as the first such meeting is with notice, and the notice informs all directors of the resolution.

SECTION 6.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the directors. The person calling the special meeting may fix the time for holding such meeting of the Board of Directors, and, unless consented to by all Directors, the special meeting shall be held within five miles of the River Ridge Community.

SECTION 6.5 Notice. Notice of any special meeting shall be given at least three days in advance by written notice delivered personally, by telegram or by other electronic means, or at least seven days in advance if notice is mailed. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

SECTION 6.6 Quorum. At least fifty percent (50%) of the number of directors eligible to attend and vote shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

SECTION 6.7 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 6.8 Action Without A Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by at least two thirds of the Directors.

SECTION 6.9 Term of Office and Vacancy. Each member of the Board of Directors shall be elected for a term of three (3) years, which terms shall be staggered so that the terms of approximately one-third (1/3) of the members of the Board shall expire annually. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Unless a Director is

removed by the Owners under Section 6.10, any vacancy occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board. The Director filling a vacancy shall serve until the next annual meeting of the Owners and until his successor is elected and qualified.

SECTION 6.10 Removal of Directors. A Director may be removed with or without cause by a majority vote of the Owners, at a meeting duly called for such purpose. In such case, his successor shall be elected at the same meeting, to serve until the next annual meeting.

SECTION 6.11 Duties of the Board of Directors. The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Corporation, including, but not limited to, the management, maintenance, repair, upkeep and replacement of the Common Area and the Limited Common Area and the collection and disbursement of the Common Expenses. The Board shall also maintain, through employees, contractors or agents, all landscaping throughout the River Ridge Community. The Board may, on behalf of the Corporation, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The management agreement may be for a term of three (3) years or less and shall terminate upon ninety (90) days written notice by either party.

SECTION 6.12 Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish their duties. These powers include, but are not limited to, the power:

- (a) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations (in addition to those set forth in this Declaration) with respect to use, occupancy, operation and enjoyment of the Community, and the Common Area, as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered or mailed to all Owners;
- (b) to grant permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of River Ridge; and
- (c) to regulate any other properties which are subject to this Declaration.

SECTION 6.13 Limitation on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$5,000.00, which sum shall be increased annually by the increase, if any, in the Consumer Price Index (CPI) or its successor index, without obtaining the prior approval of the Owners, except that in the following cases such approval shall not be necessary:

- (a) contracts for replacing or restoring portions of the Common Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
- (b) contracts and expenditures expressly approved by the Owners in the annual budget; and
- (c) expenditures necessary to deal with emergency conditions where the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

SECTION 6.14 Compensation. No Director shall receive any compensation for services without the express approval of the Owners. The Managing Agent, if one is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

SECTION 6.15 Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify, hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of actions or contracts by the Board on behalf of the Corporation, unless any such action or contract shall have been made in bad faith, or as the result of willful misconduct or gross negligence.

SECTION 6.16 Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Corporation, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as to matters in which it shall be adjudged in such action, suit or proceeding that such Director is liable for willful misconduct, bad faith or gross negligence in the performance of his or her duties. The Corporation shall also reimburse any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of willful misconduct, gross negligence or bad faith. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his or her duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service, unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he or she failed or neglected to attend a meeting or meetings of the Board of Directors.

SECTION 6.17 Non-Liability of Officers and Committee Members. The provisions of Sections 6.15 and 6.16 shall also apply to Officers and Committee Members, including, without limitation, members of the Architectural Control Committee, of the Corporation.

SECTION 6.18 Bond. The Board of Directors shall provide blanket fidelity bonds for the Managing Agent, the treasurer of the Corporation, and such other officers or directors of the Corporation that handle or are responsible for funds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors (provided, however, in no event shall the aggregate amount of the bond be less than a sum equal to one fourth of the aggregate annual assessments on all Lots and Units) and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. Fidelity bonds shall name the Corporation as an obligee and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. Such bonds shall provide that they may not be cancelled or substantially modified for any reason without at least thirty (30) days prior written notice to the Corporation. The expense of any such bonds shall be a Common Expense.

ARTICLE VII. OFFICERS

SECTION 7.1 Number. The officers of the corporation shall be a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. The corporation may also have one or more Vice Presidents. The President, Vice Presidents, Secretary and Treasurer shall all be members of the Board. Such other officers and assistant officers, who need not be Directors, may be elected or appointed by the Board of Directors.

SECTION 7.2 Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors, after the Authority Transfer Date, at the first meeting of the Board held after each annual meeting of the Owners. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor shall have been duly elected and qualified or until their death, resignation or removal as hereinafter provided.

SECTION 7.3 Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the corporation will be served thereby.

SECTION 7.4 President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall supervise and direct all of the business and affairs of the corporation. The President shall, when present, preside at all meetings of the Owners and of the Board of Directors. The President shall, in general, perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 7.5 Vice President. Vice Presidents of the Corporation shall fulfill such duties as the Board of Directors or the President shall direct. A Vice President shall not serve in the capacity of the President, other than presiding at a duly called meeting at which the President is absent, unless the President so directs in writing.

SECTION 7.6 Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Owners and of the Board of Directors in the corporate minute book; (b) see that all notices are duly given in accordance with the provisions herein or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each Owner, as furnished by the Owner and of each Mortgagee, as furnished by the Owner or Mortgagee; and (e) in general, perform all duties incident to the office of Secretary and such other duties as may be assigned by the President or by the Board of Directors.

SECTION 7.7 Treasurer. The Treasurer shall: (a) have charge and custody of, and be responsible for, all funds of the corporation; (b) receive and give receipts for monies due and payable to the corporation and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as are assigned by the President or by the Board of Directors.

SECTION 7.8 Delegation of Duties. The duties of the Secretary and the Treasurer and the ministerial functions of any other officer or committee member may be delegated to the Managing Agent of the Association, if any, so long as the responsible officer or committee member is regularly advised of the actions taken and generally supervises the actions taken by the Managing Agent on their behalf.

ARTICLE VIII. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 8.1 Contracts. The Board of Directors may authorize any officer or officers, managing agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 8.2 Loans. No loans shall be contracted on behalf of the corporation and no indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 8.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 8.4 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time, in interest bearing or non-interest bearing accounts, to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select. Funds of the corporation may also be invested in government obligations or other commercial paper rated AAA or its equivalent. Funds deposits or investments shall not be committed for a period of more than one year.

ARTICLE IX. TAXES, MAINTENANCE OF COMMON AREAS, MAINTENANCE OF INDIVIDUAL LOTS, MAINTENANCE AND USE OF BOAT DOCKS

SECTION 9.1 Real Estate Taxes. Real estate taxes for individual lots and parcels are to be separately assessed and taxed to each Lot or parcel, and paid by the title owner thereof. Any real estate taxes or other assessments which are separately assessed against the Common Area shall be paid by the Corporation and treated as a Common Expense. Any real estate taxes or other assessments which are separately assessed against any Limited Common Area shall be paid by the Corporation and treated as a Common Expense for the subdivision, lots or units benefitted by such limited common area.

SECTION 9.2 Maintenance, Repairs and Replacements to the Common Areas. Maintenance, repairs, replacements and upkeep of the Common Area shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses. Maintenance, repairs, replacements and upkeep of any Limited Common Area shall be furnished by the Corporation (or, if a separate corporation is created for a subdivision solely or primarily benefitted by the Limited Common Area, by such subdivision corporation), as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses for the lots or units benefitted by such limited common area.

SECTION 9.3 Maintenance of Individual Lots and Units by the Owner. Each owner shall, at their own expense, be responsible for maintaining their house and lot (including their driveway, sidewalk, and any deck or boat dock) in a good, clean and sanitary condition, with an exterior appearance up to the general standards of the River Ridge community. If any Owner shall fail to maintain and keep his property or any part thereof in a good, clean and sanitary condition, with an exterior appearance up to

the general standards of the River Ridge community, the Corporation may perform any work necessary and charge the Owner thereof for such cost, which shall be immediately due, secured by the Corporation's lien on the Owner's property, and otherwise collectable as an assessment pursuant to Section 11.9 of this Declaration.

All wood, hardiplank, composite or other siding, as approved by the Committee, and all fences, decks and boat docks must be constructed and installed by professionals approved by the Architectural Control Committee and must be regularly maintained by the homeowner. All colors of stain or paint must be within the range of colors approved by the Committee. All exterior surfaces must be primed and re-painted or re-stained at least every five years, except that an Owner may apply to the Committee and receive up to three (3) two year extensions of this requirement, if the Owner can demonstrate to the Committee that the wood surface is still in good and attractive condition and repair. Any painted brick surface must be repainted at least every ten years, except that an Owner may apply to the Committee and receive up to three (3) two year extensions of this requirement, if the Owner can demonstrate that the brick surfaces are still in good and attractive condition and repair. Any surface must be replaced if it cracks, fades or otherwise becomes unattractive or in disrepair. Any iron surface must be repaired or replaced if it becomes rusty or otherwise becomes unattractive or in disrepair. The Architectural Control Committee may establish additional maintenance requirements which maintain the appearance of the community and the value of individual homes within the community.

Each Owner of a Lot that abuts the Lake shall be responsible at all times for maintaining so much of the bank of the Lake above the level of the rip rap, which constitutes a part of, or abuts, his Lot. The Owner shall be responsible for removal of debris in their yard above the rip rap, except that Owners, who, due to physical condition or infirmity are unable or unsafe around the bank of the lake, may apply to the Board to have this maintenance provided by the Association for an additional fee. The Association shall be responsible for stability of the bank of the lake, soil erosion, maintenance of the rip rap, and for clean up of debris within the rip rap.

Each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Corporation, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair or other work permitted herein.

9.3.1 Maintenance of Individual Lots. The River Ridge Homeowners Association will be responsible for many aspects, but not all, of the maintenance of individual lots and yards. The Homeowners Association will: (1) mow and fertilize the grass; (2) cut out or edge flower beds and apply annual pre-emergent and mulch to flower beds; (3) open, close and annual back flow testing of irrigation systems; (4) fertilize and trim trees and shrubs; and (5) conduct spring clean up and fall leaf removal.

The Homeowners Association will not be responsible for: (1) installation or repair of irrigation systems; or (2) disease, infestation or other extraordinary loss of grass, trees, shrubs or soil that is exclusive to a lot and is inconsistent with the maintenance of other lots. These maintenance items will remain the responsibility of the individual Owners.

Owners of Lots will not be permitted to install any extensive plantings, or otherwise alter or change the landscaping beds on their lot, or in any of the common areas, without the prior written consent of the Architectural Control Committee. Further, the Homeowners Association may assess an additional charge to an Owner whose lot contains improvements which increase or impede the maintenance services provided by the Homeowners Association.

9.3.2 **Snow Removal.** The Homeowners Association shall provide snow removal for individual driveways, sidewalks, and for front walks up to the front door of the home, subject to the conditions that: (1) special assessments may be required to pay for unusual snow removal costs; (2) snow removal shall be contracted for based upon specifications determined by the Association, including a minimum depth of snow before removal is undertaken and a minimum width of passageways to be cleared; and (3) snow removal is undertaken on a best efforts basis, and that neither the Declarant or the Homeowners Association shall be responsible for any loss, injury or damage resulting from any delay or other inadequacy of snow removal.

SECTION 9.4 Damage to or Abuse of Common Areas and other Areas Maintained by the Association. If, due to the willful, intentional or negligent acts or omissions of an Owner, or of a member of the Owner's family, or of a guest, tenant, invitee or other occupant or visitor for whom the Owner is legally responsible, damage is caused to Common Areas, Limited Common Areas, or to portions of Lots or land maintained by the Association, or if additional maintenance or repairs are required as a result of such acts, the Owner shall be required to pay for such damage or additional expense. Upon demand by the Board, the cost of such repairs shall be immediately due and payable, secured by the Corporation's lien on the Owner's property, and otherwise collectable as an assessment pursuant to Section 11.9 of this Declaration.

SECTION 9.5 Docks and Boats. Owners of Lots with frontage on the water may be permitted to install docks on the water, subject to rules and regulations established by the Board. Because of the width of the lake in certain areas, the plat covenants may disallow docks and boat moorings in certain areas on the lake.

There shall be two categories of docks on the lake: (1) Individual Docks – docks owned by individuals, attached to individual lots and (2) Common Docks – docks owned by a group of unit owners.

(a) No jet skis or personal water craft shall be permitted on the River Ridge lake. Water skiing shall also be prohibited. Boats shall be limited to 9.9 (or fewer) horsepower engines, may not exceed total length of 24 feet, and must observe a maximum speed limit of 12 m.p.h., and usage of boats shall be subject to rules and regulations established by the Board. Other rules and regulations may include, but shall not be limited to, restrictions on certain types of watercraft or the number of boats on the Lake owned by a single Owner, limitations on hours of operation, noise limitations, and requirements that all boats on the River Ridge lake be titled to the lot owner.

(b) Individual docks shall be installed and maintained consistent with the standards set by the Architectural Control Committee. In general, docks may not extend into the lake by more than 35 feet from the shoreline. Width of a dock shall be less than 9 feet and positioned vertical to the shoreline. Right angle docks (parallel with the shoreline) may be allowed in certain locations. Color of docks to be either white or natural wood tones. The costs of installation and maintenance of individual boat docks shall be the expense of the owner of the dock.

(c) The costs of installation, maintenance, and use of the common docks in the common areas shall be prorated among the lot owners having a boat slip at one of the common docks.

(d) The Developer's approval of any dock may in no way be construed as a guarantee, warranty or representation that the water levels in the lake will remain constant or will remain adequate for boating, fishing or other water activities. At times, there may be inadequate water at any point of

the lake where the boat docks are located.

(e) Neither the Developer nor the Association shall have any liability for any boat or for any dock.

(f) Every boat owner shall maintain adequate insurance upon their own boat(s) and boat usage and shall hold both the Developer and the Association harmless from any liability for damage to the boat, to other property, or to persons arising out of the storage or usage of boats or of the docks.

(g) Usage of docks shall be at the individual's risk. Neither the Developer nor the Association shall be responsible for damage or injury arising from the use of individual or community docks, the use of any boats, or from any other usage of the lakes within the River Ridge community.

SECTION 9.6 Security. The Association may, but shall not be obligated to, maintain or support certain activities, including security gates, within River Ridge designed to make the community safer than it otherwise might be. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within River Ridge, however, and neither the Association, the Declarant, nor any Successor Declarant shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and Occupants of any Lot or Unit, and tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association and its Board of Directors, Declarant, or any Successor Declarant and the Committee do not represent or warrant that any security system which is implemented or installed, or that any security system will be installed, by the Declarant or the Board will be effective in any or all situations. All Owners and Occupants of any Lot or Unit, and tenants, guests and invitees of any Owner hereby release the Declarant and the Board from any liability for security efforts or for failure to implement security in the Community.

ARTICLE X. ARCHITECTURAL CONTROL

SECTION 10.1 Purposes. The Architectural Control Committee (also referred to herein as the "Committee") shall regulate the external design, appearance, use and location of improvements on the Real Estate in such manner as to preserve and enhance values and to achieve and maintain a harmonious relationship of architectural design, structural and landscaping improvements, and the natural vegetation, topography and environmental condition.

SECTION 10.2 Architectural Control Guidelines. The Board of Directors shall have the authority to establish, amend and revoke Architectural Control Guidelines for the Community and the Association, which shall be binding upon all Owners and all others who in any way use, occupy or benefit from the Community, or any part thereof. The Architectural Control Guidelines shall not be inconsistent with any covenant in this Declaration or in the Plat Covenants and shall not be retroactively applied. There may be different Architectural Guidelines for different subdivisions within the River Ridge Community. The initial Architectural Control Guidelines if attached hereto, are for convenience only and are not incorporated herein. The Architectural Control Guidelines may be enforced by the Architectural Control Committee or by the Board of Directors.

SECTION 10.3 Architectural Design and Environmental Control. No structure or improvement – including but not limited to residences, accessory structures, landscaping, fences, walls,

mounds, ponds, pools, satellite dishes, antenna, patios, basketball goals and other permanent structures for sports and recreation -- shall be erected, placed or altered on any Lot in this Community until the building plans, specifications and plot plan showing the location, materials, and appearance of the planned improvement have been submitted to and approved by the Architectural Control Committee, regarding conformity and harmony of external design, topography, and finished ground elevations.

The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Community must also be approved in advance by the Committee. Excepted from the architectural approval requirement shall be items of landscape maintenance such as pruning of trees and removal of dead trees and limbs by any person or entity responsible for such maintenance.

The Architectural Control Committee may, but shall not be required to, retain architects, contractors, and other construction and development planning experts, to assist it in performing its duties hereunder and the Committee may impose an application fee for new construction applications to defer the costs of such experts.

SECTION 10.4 Composition of the Committee. The Committee will be composed of three or more members. All members of the Committee, including replacement members, will be appointed by and will serve at the will of the Declarant, until the first to occur of the following:

- (a) Thirty days after the Developer has approved the initial home construction plans for the last Lot or Dwelling Unit in River Ridge, as established in Exhibits "A" and "B-1", and any additions to the River Ridge Community as permitted in this Declaration; or
- (b) Thirty days after Declarant notifies the Owners of its intention to transfer authority for Architectural Control to the Owners.

Within thirty days after the Declarant provides notice to the Owners, the Board of Directors of the River Ridge Homeowners Association, Inc., shall appoint three or more Lot Owners to serve on the Committee.

UNTIL SUCH TIME, THE DECLARANT SHALL HAVE COMPLETE AUTHORITY AND CONTROL OVER ARCHITECTURAL AND ENVIRONMENTAL DESIGN. During the time that the Declarant has Architectural Control, a majority of the Committee members may designate a representative to evaluate and approve specific applications, so that the Committee is not required to meet to review each application.

SECTION 10.5 Written Approval. The Committee's approval or disapproval of any properly submitted application shall be in writing. In the event that written approval is not sent by the Committee within thirty (30) days from the date of submission of a completed application and any additional documentation requested by the Committee, and so long as the request is not prohibited by the Architectural Control Guidelines then in effect, it shall be deemed that the Committee has approved the presented plan.

SECTION 10.6 Additional Approvals. Under no circumstances shall approval of the Architectural Design and Environmental Control Committee be deemed to replace any required governmental approval or be deemed to constitute a representation or assurance by the Committee that the planned structure or improvement meets the requirements of any law, regulation or ordinance or meets any structural or safety requirement or standard.

SECTION 10.7 Alterations Without Approval. The Architectural Control Committee and/or the Board of Directors shall have the right and authority to require the removal of any improvement

which has been made without receiving the approval of the Committee or which is substantially different in appearance, size, color, materials, location or otherwise, from what was approved by the Committee, including injunctive relief, and recovery of damages, reasonable attorney fees, and costs.

SECTION 10.8 Exercise of Discretion. Declarant intends that the members of the Architectural Control Committee exercise discretion in the performance of their duties consistent with the provisions of this Article X, and every Owner, by the purchase of a Lot, shall be conclusively presumed to have consented to the exercise of discretion by such members. In a judicial proceeding challenging a determination by the Architectural Control Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Control Committee is raised as a defense, abuse of discretion may be established only if a reasonable Person, weighing the evidence and drawing all inferences in favor of the Committee, could only conclude that such determination constituted an abuse in discretion.

SECTION 10.9 Miscellaneous Provisions.

A. The Committee's approval of, or failure to object to, a requested improvement for one Lot or Unit shall not prevent it from objecting to a similar improvement for another Lot or Unit in the Community, if it deems, in its sole discretion, that the requested improvement would be detrimental to the Community or the other Owners.

B. Neither the members of the Committee nor their designated representatives will be entitled to any compensation for services performed on behalf of the Committee.

C. After the Declarant has transferred authority for all Architectural Control to the Owners, a decision of the Architectural Review Committee may be appealed to the Board of Directors by the Applicant or by an adjoining Owner, which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving.

D. The Association may not waive or abandon these procedures for regulating and enforcing architectural design and environmental control without the prior written approval of all Owners and all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of this Declaration.

E. Members of the Architectural Control Committee may inspect work being performed to insure compliance with these Restrictions and applicable regulations.

CHICAGO TITLE

ARTICLE XI. ASSESSMENTS

SECTION 11.1 Annual Accounting. A financial statement and annual report of the Corporation shall be prepared annually, after the close of each fiscal year and prior to the date of the next annual meeting, by a certified public accountant or CPA firm then servicing the Corporation, which shall show all income and receipts and all expenses incurred and paid during the preceding fiscal year. This financial statement and annual report shall be in the form of a compilation, prepared under the direction of the Board and distributed to each Owner prior to the next Annual Meeting. Any Owner or group of Owners shall, at their sole expense, be entitled to an audited accounting by the certified public accountant or CPA firm then servicing the Association, by paying the Association for the cost of the audit (as estimated by the accountant) in advance of the start of the audit.

SECTION 11.2 Proposed Annual Budget After the Authority Transfer Date. The Board of Directors shall submit a proposed Annual Budget and Regular Assessment, estimating the total amount of

the Common Expenses for the upcoming fiscal year, to each Owner in conjunction with the Association's annual meeting. Once an Annual Budget is adopted, it shall be the basis for the Regular Assessment for the upcoming fiscal year.

The Annual Budget may include an amount for the Replacement Reserve Fund for capital expenditures, and replacement and repair of the Common Areas.

The Annual Budget shall consider any contribution towards expenditures for the Common Areas, entryways, streets, and other expenses from the commercial buildings and apartments within the River Ridge development, but which are not included within the River Ridge Community subject to this Declaration. The obligations of the commercial buildings and the apartments may be found in the plat covenants, any declarations, deed restrictions, or any agreements binding upon the commercial buildings and/or the apartments.

An Annual Budget and Regular Assessment shall be approved and adopted at each Annual Meeting of the Owners. If the Owners have not approved an annual budget, whether or not due to failure or delay of the Board of Directors, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon up to one hundred and twenty five percent (125%) of such last approved budget, as a temporary budget.

The Annual Budget, the Regular Assessments, and all sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis.

SECTION 11.3 Proposed Annual Budget Prior to the Authority Transfer Date.

Prior to the Authority Transfer Date, the Declarant shall establish the amount and payment terms of Assessments based upon the same items of expense and considerations as provided in Section 11.2 above. The Regular Assessments, including management fees and contributions towards the replacement reserve fund, shall not exceed Four Hundred Dollars (400.00) per month in the first year after this Declaration was originally recorded [July 28, 1997], with increases of not more than ten percent (10%) per year (cumulatively) thereafter.

Prior to the Authority Transfer Date, the direct costs related to unplatted ground within the Community will be paid by the Developer or other owner of the ground and will not be charged to the Association, and the future or projected lots within unplatted ground will not be responsible for regular or special assessments. The Developer may include ground within the budget which the Developer believes will be platted within the upcoming year.

Prior to the Authority Transfer Date, the Declarant shall not be obligated to pay any management fee or contribution towards the replacement reserve fund for the Corporation, or any assessment of any kind or nature, however the Declarant will cover any shortfall in the Annual Budget for entryway maintenance, lawn care, landscaping, utilities, snow removal (if included in the budget), maintenance of security gates, lake maintenance, common area maintenance, and legal, accounting and management fees.

Excluded from this guarantee are expenses of the individual subdivisions, obligations of any builder, major physical alterations or other unusual expenditures not ordinarily anticipated in normal maintenance operations, and purchases under Section 18.2 of this Declaration. This guarantee also does not prohibit the Declarant from using Association reserves for such expenditures or from imposing a Special Assessment for such expenditures.

At the time that Declarant transfers authority to the owners, Declarant shall have no liability for turning over any money to the Association, provided that all funds collected from owners have been used for proper purposes as permitted by this Article.

SECTION 11.4 Regular Assessments. The Annual Budget shall contain a proposed Regular Assessment against each Lot (or Unit). The Regular Assessment shall be the same amount for each similar Lot, except that assessments may be adjusted for differences in limited common areas benefitting such Lot, any differences in the services to which a Lot is entitled, and differences in size of lots or amount of Lot and yard maintenance required. Following the adoption of the Annual Budget, each Owner shall be given written notice of the assessment (herein called the "Regular Assessment").

In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, following adoption of the final Annual Budget by the Owners which results in a different Regular Assessment, a revised statement shall be sent to each Owner indicating the additional amount owed or the credit for the next Regular Assessment.

The Regular Assessment against each Lot or Unit shall be paid to the Board in advance, in four quarterly installments on or before the first day of March, June, September and December, or as otherwise determined by the Board. The Board may elect to allow payment of assessments monthly, semi-annually or annually, in advance, and may (but shall not be required to) permit a discount for any Owner paying semi-annually or annually.

The Regular Assessment for the current fiscal year shall become a lien on each Lot and Dwelling Unit as of the first day of the Corporation's fiscal year, even though based upon a Temporary Budget. If an Owner has paid an assessment based upon a Temporary Budget, and conveys or transfers his Lot or Unit before the Annual Budget and Regular Assessment are determined, both the Owner and the successor Owner shall be jointly and severally liable for any balance owed for the Regular Assessment.

SECTION 11.5 Amenities Area. The Declarant shall have the right, but no obligation, to construct an amenities area, including, for example, playground equipment. The initial cost of construction of such amenities area would be borne by the Declarant, however the cost of operation, supervision, repair, on-going maintenance and replacement, as necessary, shall be a common expense of the Association.

SECTION 11.6 Special Assessments. Special Assessments may become necessary as a result of Common Expenses of an unusual or extraordinary nature or which were not otherwise anticipated, the failure of the Association to collect Assessments, or for other reasons.

The Board of Directors, with approval of a majority of the Owners at any Regular or Special Meeting of the Owners or by mail-in ballot, shall have the right, power and authority to impose special assessments, upon each Lot and Unit in equal shares (herein called "Special Assessment"), which shall become a lien on each Lot and on each Unit. For Special Assessments attributable to Limited Common Areas or providing services only to a portion of the Community, the Special Assessment shall be approved by and imposed upon only such Owners.

Section 11.7 Initial Start-Up Fund. Upon the closing of the initial conveyance of each Lot or Unit to an Owner other than a Builder, the purchaser of such Lot or Unit shall pay to the Corporation, in addition to any other amounts then owed or due to the Corporation, as a contribution to its start-up fund, an amount equal to one-sixth (1/6th) of the then current annual Base Assessment against such Lot or Unit, which payment shall be non-refundable and shall not be considered as an advance payment of any Assessment or other charge owed the Corporation with respect to such Lot or Unit. The start-up fund shall be used by the Corporation for payment of, or reimbursement to Declarant for advances to the Association and initial and set-up expenses of the Association. The entire Initial Start Up Fund will be

paid to the Declarant and the Declarant shall not be required to account for its use thereof.

SECTION 11.8 Reserves. As a part of any Regular or Special Assessment, the Association may collect funds for a reserve for future expenses. These reserves may be collected for reasonably anticipated expenses plus a reasonable amount may be collected for unanticipated expenses. Reserve funds shall be accounted for separately by the Board, and may be used by the Board of Directors for any Common Expense for which it does not otherwise have funds and which is not designated for another specific purpose or expenditure.

SECTION 11.9 Failure of Owner to Pay Assessments. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. If any Owner shall fail, refuse or neglect to pay any Regular Assessment or Special Assessment when due, a late charge of ten percent (10%) of the unpaid assessment amount shall be added to the balance owed, plus interest of one and three fourths percent (1 3/4%) per month beginning thirty (30) days after the date due, and the following additional provisions shall apply:

- (a) A lien for any and all unpaid assessments on the Owner's Lot or Dwelling Unit may be filed and foreclosed by the Board of Directors for and on behalf of the Corporation as a mortgage on real property or as otherwise provided by law;
- (b) The Board may bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same;
- (c) The Association may recover costs of collection (including fees charged by the managing agent) and attorney fees in addition to any other amounts due;
- (d) Where the Owner constitutes more than one person, the liability of such persons shall be joint and several;
- (e) The Owner and any adult occupant of the Lot or Dwelling Unit shall be jointly and severally liable for the payment;
- (f) The balance of installments for the current fiscal year shall become immediately due; and
- (g) The Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot or Dwelling Unit and to collect any rentals for the benefit of the Corporation to be applied to the unpaid Regular Assessments or Special Assessments.

SECTION 11.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer (prorated to the date of sale or transfer). No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof nor relieve the unit owner from personal liability for any prior assessments.

SECTION 11.11 Subordination of Subdivision Liens. The lien of any subdivision within River Ridge shall be subordinate to any lien of the Association.

ARTICLE XII. MORTGAGEES

SECTION 12.1 Notice to Corporation. Any Mortgagee who places a first mortgage lien upon an Owner's Lot or Unit, or the Owner, may notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and its address shall be maintained

by the Secretary. Any notice required to be given to the Mortgagee pursuant to the terms of this Declaration shall be deemed effectively given if mailed to such Mortgagee at such address. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise. The Association may charge an additional assessment to any Owner whose Mortgagee requests notice, to cover the administrative costs of providing notices to the Mortgagee.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligation of such borrower under this Declaration which is not cured within sixty (60) days.

SECTION 12.2 Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot or a Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot or Unit, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Article XI hereof.

SECTION 12.3 Right of Mortgagee to Pay Real Estate Taxes or Insurance Premiums. Mortgagees shall have the right, but not the obligation, (1) to pay any taxes or other charges against the Common Area which are in default and, (2) to pay any overdue premiums on hazard insurance for the Association or to secure new hazard insurance for the Association on the lapse of a policy. Any Mortgagee making such payment shall be immediately owed reimbursement by the Corporation.

SECTION 12.4 Notice of Condemnation or Casualty Loss. Mortgagees shall be timely notified of any condemnation loss which affects a material portion of the River Ridge Community or any Lot or Unit upon which the Mortgagee has an interest. Mortgagees shall also be timely notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond held by the Corporation.

SECTION 12.5 Notice to Insurers and Guarantors. Any guarantor of a first mortgage or any insurer of a first mortgage shall, upon notification and request to the Corporation, receive the same notices as are required to be given to Mortgagees.

ARTICLE XIII. INSURANCE

SECTION 13.1 Casualty Insurance. The Corporation shall purchase a casualty insurance policy affording fire and extended coverage, insuring the Corporation's improvements within the Common Areas, Limited Common Areas and Easements for the full replacement value of the improvements. If the Board of Directors can obtain such coverage for reasonable amounts, they shall also obtain "all risk" coverage. Such policy shall (to the extent obtainable) contain provisions that the insurer waives its right to subrogation against the Corporation, the Board of Directors, its agents and

employees, Owners, their respective agents and guests.

Each Owner shall otherwise be solely responsible for loss or damage to his Lot, the contents of his Dwelling Unit, however caused, and his personal property stored elsewhere on the Real Estate. The Corporation shall have no liability to any Owner for loss or damage to a Lot or Dwelling Unit, the contents of any Dwelling Unit, damage or destruction of any boat dock or boat, or an Owner's personal property stored elsewhere within the Community. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

SECTION 13.2 Public Liability Insurance. The Corporation shall also purchase a comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but not less than Two Million Dollars (\$2,000,000), arising out of a single occurrence, for bodily injury or death and for property damage. Such policy shall cover the Corporation, the Board of Directors, any committee or division of the Corporation or Board, any Managing Agent, and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Community. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners.

SECTION 13.3 Other Insurance. The Corporation shall obtain any other insurance required by law and may purchase such other insurance as the Board of Directors from time to time deems necessary, advisable or appropriate, including, but not limited to, liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any Managing Agent acting on behalf of the Corporation.

SECTION 13.4 General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses. If available, the policies shall contain an endorsement that it shall not be terminated or substantially modified without at least ten days prior written notice to Mortgagees and to the Corporation. Written notice of any insurance obtained by the Corporation and of any subsequent changes or termination thereof shall be promptly furnished by the Board to each Owner or mortgagee whose interest may be affected thereby. Except as otherwise provided in Article XII, notice required under this section shall be sufficient if it is published as a part of a general newsletter and mailed or delivered within sixty days.

The Board of Directors shall be responsible for reviewing, at least every two years, the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above.

All proceeds payable as a result of casualty losses sustained which are covered by insurance shall be paid to the Association, as the insurance trustee for the benefit of the individual Owners and Mortgagees. The proceeds shall be used or disbursed by the Board of Directors, in accordance with the provisions of this Declaration. Each Owner shall be deemed to have delegated to the Board of Directors his or her right to adjust with the insurance companies all losses under the policies purchased by the Corporation.

SECTION 13.5 Insurance by Owners. Each Owner shall have the right to purchase such additional insurance at his own expense as he may deem necessary.

ARTICLE XIV. LOSS TO COMMON AREAS

SECTION 14.1 Restoration of Common Area. In the event of damage to or destruction of any portions of the Common Area, Limited Common Area or Easements due to fire or any other casualty or disaster, the Corporation shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction, and the balance shall be paid first from the reserve account and second, as a Common Expense.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Area to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same type of architecture.

In the event of destruction of at least half of the Common Area, or at least half of the Community, the Board of Directors may elect not to repair or reconstruct the Common Area and may apply the proceeds of insurance to other purposes consistent with this Declaration and with the Articles of Incorporation of the Association.

ARTICLE XV. COVENANTS AND RESTRICTIONS

SECTION 15.1 The following covenants and restrictions on the use and enjoyment of the Lots, Dwelling Units and Common Area shall be in addition to any other covenants or restrictions contained herein and in the Plat Covenants, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Corporation. Present or future owners of the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall be entitled to damages and reasonable attorney fees resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation.

These covenants and restrictions are as follows:

- A. All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family.
- B. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot or on any of the Common Area which will result in a cancellation of insurance or increase in insurance to the Association or to any other Owner, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.
- C. No nuisance shall be permitted on any Lot, in any Dwelling Unit, or elsewhere in the Community. The Board of Directors' determination as to what is a nuisance shall be conclusive.
- D. No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or placed on the outside walls of any building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Architectural Review Committee.
- E. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot or any of the Common Area, except that pet dogs, cats or customary household pets may be

kept in a Dwelling Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint and while attended by its owner and the Association shall not be liable for any injury or damage to persons or property, including the Common Area, caused by any pet. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time, including, without limitation, a restriction on the number of pets, the prohibition of particular species or breeds, and the prohibition of pets in particular areas of the Community. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Community within ten (10) days after written notice from the Board.

F. The Common Area shall be kept free and clear of rubbish, debris and other unsightly materials. No Owner or guest of an Owner, nor any builder, contractor or subcontractor, shall litter or dispose of trash improperly anywhere within the Community.

G. No Dwelling Unit or Lot shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the Community, or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants of neighboring property. Without limiting the generality of the foregoing, excessive noise, this Covenant shall include the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment, machines or vehicles, loud voices, excessive amounts of light or unpleasant odors.

H. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any street or any part of the Common Areas.

I. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except with the prior approval of the Board.

J. No water wells shall be drilled on any of the Lots, without prior approval of the Board, nor shall any septic tanks or other sewage disposal systems be installed on any of the Lots, without the approval of the Board and of the governing public health agency or other civil authority.

K. No person shall draw water or other materials from the lakes or other water retention ponds or add water, except for storm water drainage approved by the Declarant or by the Committee, or other materials, whether by dumping or otherwise, to the lakes and other water retention ponds without the prior approval of the Board as to quality and quantity of materials.

L. No industry, trade, or other commercial or religious activity, educational or otherwise, whether designed for profit, altruism or otherwise, shall be conducted, practiced or permitted upon any Lot or elsewhere within the Community, except within such rules and regulations as are established by the Board, and except that an Owner or occupant resident may conduct business activities within a Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Real Estate; (c) the business activity does not involve persons coming onto the Real Estate who do not reside on the Real Estate or involve door-to-door solicitation of residents of the Real Estate; and (d) the business activity is consistent with the residential character of the Real Estate and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Real Estate, as may be determined in the sole discretion of the Board.

M. No "for sale", "for rent", "garage sale" or other signs for any purpose shall be placed upon any common area or upon any Lot other than the Lot which is for sale, for rent or upon which the garage sale will be held, without the express consent of the Board. Any "for sale", "for rent", "garage sale" or

other yard signs, whether placed on any lot or with the Board's consent placed in the common areas, shall be limited in size to what is commonly used in the residential real estate community, as determined by rules established by the Board. No more than one sign may be placed on any Lot, without the prior consent of the Board. No banners or signs shall be hung from any home or elsewhere on any Lot for more than one week, without the prior consent of the Board.

N. All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the Common Area or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Area or the Limited Common Area.

O. No Lot may be used for growing crops, except within the size and location guidelines established by the Board. The Board shall have the right and authority to prohibit the growing of crops entirely.

P. An Owner shall not permit the growth of weeds and volunteer trees and bushes on his Lot, and shall keep his Lot reasonably clear from such unsightly growth at all times. If an Owner fails to comply with this Restriction, the Board of Directors shall cause the weeds to be cut and the Lot cleared of such growth at the expense of the Owner thereof and the Corporation shall have a lien against the cleared Lot for the expense thereof.

Q. The Common Areas shall be used and enjoyed only for the purposes for which it is designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board.

R. No Owner may rent or lease his Dwelling Unit for transient or hotel purposes or for any purpose for a period of less than six months without the prior approval of the Board.

S. Any Owner who leases a Dwelling Unit shall lease the entire Dwelling Unit and shall have a written lease, for a period of at least six months, which shall provide that the lease is subject to the provisions of this Declaration and any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease.

T. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage, without approval from the Committee. Also, any improvement or addition to an existing structure shall be completed within three months from the time of commencement, except with the approval of the Committee.

U. No recreational vehicle, motor home, truck which exceeds $\frac{3}{4}$ ton in weight, trailer, boat or disabled vehicle may be parked or stored overnight or longer on any driveway, street or lot in open public view. If repeated violations are not corrected, the Homeowners Association retains the right to remove the vehicle as referred to above and bill the Homeowner for all applicable costs, including but not limited to: towing costs, towing fees, lien rights, attorney's fees, and interest and other collection rights and policies as provided for delinquent assessments under Paragraph 11.9 of this Declaration. Street parking shall be subject to the City of Indianapolis ordinances regarding same. The River Ridge Board of Directors however may establish rules prohibiting or regulating parking on the public streets within the Subdivision.

ARTICLE XVI. PROVISIONS RELATING TO SUBDIVISIONS WITHIN RIVER RIDGE

SECTION 16.1 General Provisions. It is anticipated that portions of the River Ridge Community will be platted for single family detached houses. One or more separate declarations will be filed for the single family detached subdivisions. All owners of lots and occupants of residences within such subdivisions will be subject to the terms and provisions of the plat covenants and declaration for the subdivision, in addition to the terms and provisions of this Declaration for the Community. Also, each owner will be required to be a member of the subdivision homeowners association in addition to being a member of this Association.

SECTION 16.2 Architectural Control. Until such time as the Declarant transfers control of the Architectural Control Committee to the owners, there shall only be one Architectural Control Committee for the Community. After control of the Architectural Control Committee has passed to the Owners, and with the approval of the Declarant and a majority of all Community Owners, architectural control may be delegated to separate committees for each subdivision within the River Ridge Community, and each Subcommittee shall be appointed by the River Ridge Board of Directors, upon the recommendation of any Subdivision board of directors. Each Subcommittee shall operate within the rules and authority of Article X of this Master Declaration, however authority to enact Architectural Design Guidelines shall remain with the River Ridge Architectural Control Committee. If, for any reason, a Subdivision Architectural Control Committee would disband or cease to exist, architectural control shall revert to the River Ridge Architectural Control Committee under the terms and provisions of this Declaration. At no time should any homeowner be required to seek Architectural Approval from both an Architectural Control Subcommittee and from the Architectural Control Committee.

SECTION 16.3 Subdivision Plat Covenants and Declarations. No Plat Covenants or Declarations shall be filed for any Subdivision within the River Ridge Community by any person or entity other than the Declarant until the Plat Covenants or Declaration, as the case may be, has been approved in writing by the Declarant, and any such attempted recording shall be invalid.

SECTION 16.4 Subdivision Declarations. In order to promote uniformity between this Master Declaration and the various subdivision declarations, the subdivision declarations may incorporate by reference Articles or Sections of this Declaration without re-stating all provisions therein.

ARTICLE XVII. AMENDMENT OF DECLARATION

SECTION 17.1 General Amendments. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

A. **Notice.** Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

B. **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board of Directors or by Owners having in the aggregate at least a majority of the votes of all Owners.

C. **Meeting.** The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws herein.

D. Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy percent (70%) in the aggregate of the votes of all Owners. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner, if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

SECTION 17.2 Special Amendments. No amendment to this Declaration shall be adopted which changes: (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same; or (2) the provisions of this Declaration with respect to casualty insurance or fidelity bonds to be maintained by the Corporation; or (3) the provisions of this Declaration with respect to reconstruction or repair of the Common Area in the event of fire or any other casualty or disaster; or (4) the provisions of this Declaration establishing the Architectural Review Committee and providing for its functions; or (5) the provisions of this Declaration with respect to the commencement of assessments on any Lot, without, in each and any of such circumstances, the approval of at least seventy percent (70%) of all Owners and at least seventy percent (70%) of all Mortgagees whose mortgage interest have been made known to the Board of Directors in accordance with the provisions of this Declaration.

SECTION 17.3 Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein or in any other documents, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any statutory requirements or (d) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments described in this Paragraph on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Paragraph shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Real Estate.

SECTION 17.4 Amendment Prior to the Applicable Date. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration prior to the Applicable Date without the consent and approval of Declarant.

SECTION 17.5 Recording. Each amendment to the Declaration shall be executed by any two officers of the Corporation and shall be recorded in the office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

SECTION 17.6 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request to approve an amendment and fails to give a negative response within thirty (30) days after receiving such request shall be deemed to have approved such request.

ARTICLE XVIII. MISCELLANEOUS PROVISIONS

SECTION 18.1 Annexation or Deletion Without Approval of Class "A" Membership.

Declarant shall have the unilateral right, privilege, and option, from time-to-time at any time until all property described on Exhibit "C" has been subjected to this Declaration or January 31, 2015, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "C", attached hereto. Such annexation shall be accomplished by filing in the public records of Marion County, Indiana, a Supplemental Declaration annexing such property. Any property annexed to this Community shall be contiguous to the existing Community and shall be developed compatibly with existing development and development plans.

Declarant shall have the unilateral right to transfer to any other person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be an affiliate of the Declarant or the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Declarant shall also have the unilateral right, privilege, and option, from time-to-time at any time until all property described on Exhibit "C" has been subjected to this Declaration or January 31, 2015, whichever is earlier, to remove portions of the Real Estate from this Master Declaration and from the River Ridge Community by filing a Supplemental Declaration identifying the portions of the Real Estate to be deleted. No portion of the Real Estate which has been platted or subjected to a Supplemental Declaration may be deleted from this Master Declaration or from the River Ridge Community and no portion of the Real Estate which is required for ingress or egress to and from the platted portions of the Community may be deleted without easements protecting the rights of Owners established in this Declaration.

A Supplemental Declaration shall not require the consent of Voting Members, but shall require the consent of the Owner of such property, if other than Declarant. Any such annexation or deletion shall be effective upon recording of the Supplemental Declaration unless otherwise provided therein.

SECTION 18.2 Limitation on Time to Build/Rebuild. Any party other than the Declarant who secures title to a Lot in this Community shall be required to commence construction of a residence upon the Lot within one year of the date of purchase and complete construction of the residence within one year from the date construction commences on said Lot. Extensions of these requirements may be granted in the sole discretion of the Declarant. If this condition is not met, the Declarant or the Association shall have an Option to Purchase said Lot and improvements thereon for cash at an appraised price as hereinafter detailed exercisable by written notice from the Declarant to the owners of said Lot within sixty (60) days of expiration of the initial or extended period.

The appraised price shall be agreed upon within ten (10) days of the Lot owner's receipt of the above written notice and if that is not possible the Lot owner and the Declarant agree to submit the question of appraised value to appraisal and be bound by same.

Each party shall select an appraiser and the two appraisers shall select a third, and this third appraiser shall proceed to determine the value of the lot and improvements. Both parties agree to name their respective appraiser within fifteen (15) days of the date of the aforesaid written notice. The appraisal shall be made within twenty-five (25) days of the date of the aforesaid written notice and the appraiser shall make his report in writing and furnish a copy thereof to each of the parties within five (5) days thereafter. The appraiser shall consider, in making his or her appraisal, the cost of completing construction according to the plans and the ordinary and usual costs of sale. Each party shall pay one-half of the cost of this appraisal and shall be conclusively bound by the appraisers' determination.

In the event of any loss to a residence or accessory structure within this Community, unless the Owner obtains approval from the Architectural Control Committee for an extension of time or permission not to rebuild, the Owner shall begin to rebuild within six months of the loss and shall complete the rebuilding within nine months of the loss. Failure to rebuild within these time allowances, or any time allowances extended by the Committee, shall give either the Declarant, the Association, or the applicable Subdivision Association the option to purchase outlined in this Section.

SECTION 18.3 Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of any Lot or Unit shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that such provisions are accepted and agreed to by such Owner, tenant or occupant. All such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest in a Lot or the Real Estate as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons or other legal entities who may occupy, use, enjoy or control a Lot or any part of the Real Estate shall be subject to the Declaration, the Articles of Incorporation, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

SECTION 18.4 Association's Right to Purchase Lots. The Association shall have the right to purchase Lots or Units, either from the Declarant or from any Builder, Owner, or foreclosure, sheriff's or tax sale. The Association may use reserve funds, regular budget funds, or may impose a special assessment in order to do so.

SECTION 18.5 Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Lot or of the Common Area.

SECTION 18.6 Costs and Attorney's Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of this Declaration, the Articles of Incorporation, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Association shall be entitled to recover its reasonable attorney's fees incurred in connection with such default or failure.

SECTION 18.7 Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses, whether by Regular Assessment or by Special Assessment, by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Lot.

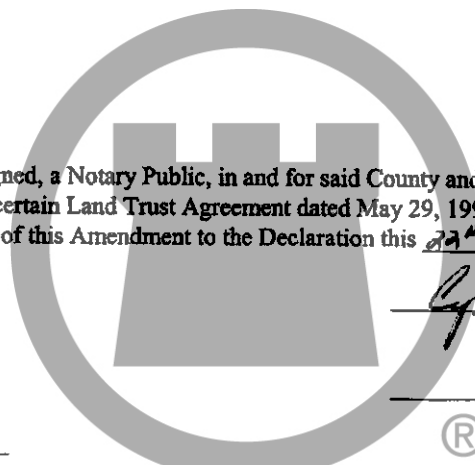
IN WITNESS WHEREOF, the undersigned Trustees represent that they have the authority to execute this Declaration for and on behalf of the Land Trust Agreement dated May 29, 1997, as amended, and that reference to the terms of the Land Trust Agreement to determine such authority is not required, and have caused this Amended and Restated Master Declaration to be executed.

Land Trust Agreement
Dated May 29, 1997

Oliver B. Daugherty Walter E. Wolf, Jr.
Oliver B. Daugherty, Trustee Walter E. Wolf, Jr., Trustee

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Walter E. Wolf, Jr., Trustee under a certain Land Trust Agreement dated May 29, 1997, as amended, Fee Owner herein, and consents to the execution of this Amendment to the Declaration this 22ND day of MARCH, 2005.



Cynthia J. Lovejoy
Notary Public

My commission expires: _____
My county of residence: _____



Printed Name

CHICAGO TITLE



CYNTHIA J. LOVEJOY
STATE OF INDIANA
RESIDENT OF MARION COUNTY
MY COMMISSION EXPIRES: OCT. 15, 2008

LAND DESCRIPTION

A tract of land located in part of the West Half of Section 16 and part of the East Half of Section 17, Township 17 North, Range 4 East of the Second Principal Meridian, Marion County, Indiana and described as follows:

Beginning at the Northwest corner of said Section 16;
thence North 89 degrees 41 minutes 08 seconds East (an assumed bearing) along the North line of said Section 16 a distance of 1319.47 feet;
thence South 00 degrees 14 minutes 50 seconds East 3270.00 feet to the normal high water line on the North side of the White River, the following seventeen (17) calls being along said water line;
thence North 87 degrees 00 minutes 00 seconds West 170.00 feet;
thence South 86 degrees 00 minutes 00 seconds West 100.00 feet;
thence South 74 degrees 00 minutes 00 seconds West 240.00 feet;
thence South 66 degrees 00 minutes 00 seconds West 70.00 feet;
thence North 90 degrees 00 minutes 00 seconds West 20.00 feet;
thence South 69 degrees 00 minutes 00 seconds West 180.00 feet;
thence South 37 degrees 00 minutes 00 seconds West 20.00 feet;
thence South 71 degrees 00 minutes 00 seconds West 70.00 feet;
thence North 86 degrees 00 minutes 00 seconds West 120.00 feet;
thence South 74 degrees 30 minutes 00 seconds West 100.00 feet;
thence South 46 degrees 00 minutes 00 seconds West 240.00 feet;
thence South 90 degrees 00 minutes 00 seconds West 30.00 feet;
thence South 52 degrees 30 minutes 00 seconds West 130.00 feet;
thence South 29 degrees 00 minutes 00 seconds West 50.00 feet;
thence South 55 degrees 00 minutes 00 seconds West 200.00 feet;
thence South 37 degrees 30 minutes 00 seconds West 200.00 feet;
thence South 30 degrees 00 minutes 00 seconds West 188.95 feet to the Northerly Right of Way for Interstate Highway No. 465 as shown on the Indiana State Highway Commission Plans, Project No. I-465-4(129)127, Sheet 17, dated 1964, the following five (5) calls being along said Northerly right of way;
thence North 69 degrees 08 minutes 24 seconds West 305.75 feet;
thence North 66 degrees 16 minutes 39 seconds West 500.62 feet;
thence North 69 degrees 08 minutes 24 seconds West 779.52 feet to the centerline of Carmel Creek as it now exists, the following ten (10) calls being along said centerline;
thence North 02 degrees 30 minutes 00 seconds West 77.54 feet;
thence North 20 degrees 07 minutes 00 seconds East 55.00 feet;
thence North 13 degrees 14 minutes 00 seconds East 150.00 feet;
thence North 17 degrees 17 minutes 00 seconds West 75.00 feet;
thence North 41 degrees 57 minutes 00 seconds East 60.00 feet;
thence North 08 degrees 48 minutes 00 seconds West 60.00 feet;
thence North 05 degrees 10 minutes 00 seconds East 110.00 feet;
thence North 08 degrees 32 minutes 00 seconds East 180.00 feet;
thence North 05 degrees 20 minutes 00 seconds East 60.00 feet;

Exhibit "A"

thence North 17 degrees 12 minutes 00 seconds East 44.35 feet to the Southerly right of way for River Road as described in the above referenced deed, Inst. No. 93-0045751, the following four (4) calls being along the Southerly line of said right of way;
thence North 89 degrees 48 minutes 29 seconds East 39.20 feet;
thence North 33 degrees 51 minutes 57 seconds East 78.94 feet;
thence North 85 degrees 17 minutes 10 second East 179.89 feet;
thence North 74 degrees 58 minutes 06 seconds East a measured distance of 41.69 feet (51.89 feet by deed) to the Southerly line of North River Road;
thence North 89 degrees 37 minutes 12 seconds West along said Southerly line a measured distance of 369.79 feet (379.64 feet by deed);
thence North 00 degrees 22 minutes 48 seconds East 16.50 feet to the North line of the Southeast Quarter of said Section 16;
thence South 89 degrees 37 minutes 12 seconds East along said North line 1185.83 feet to the Southwest corner of the East Half of the East Half of the Northeast Quarter of said Section 17 and being also the centerline of Brandt Road (also known as Ford Road);
thence North 00 degrees 11 minutes 30 seconds West along the West line of said Half Half Quarter Section and also the centerline of Brandt Road 2672.76 feet to the Northwest corner of said Half Half Quarter section;
thence South 90 degrees 00 minutes 00 seconds East along the North line of the Northeast Quarter of said Section 17 a distance of 671.76 feet to the point of beginning.

EXCEPTING therefrom a tract of land conveyed to the City of Indianapolis Department of Transportation by Warranty Deed, recorded as Inst. No. 93-0045751 in the Office of the Marion County Recorder and being described as follows:

A part of the Southeast Quarter of Section 17, Township 17 North, Range 4 East, Marion County, Indiana and described as follows: ®

Commencing at the Northwest corner of said Quarter Section;
thence South 89 degrees 37 minutes 12 seconds East along the North line of said Quarter Section a measured distance of 643.63 feet (642.62 feet by deed);
thence South 00 degrees 22 minutes 48 seconds West a measured distance of 35.20 feet (33.87 feet by deed) to the POINT OF BEGINNING, which point is on a southern boundary of North River Road;
thence North 85 degrees 01 minutes 44 seconds East 200.54 feet (deed and measured) along said southern boundary to a south boundary of North River Road;
thence South 89 degrees 37 minutes 12 seconds East a measured distance of 369.79 feet (379.64 feet by deed) along said southern boundary;
thence South 74 degrees 58 minutes 06 seconds West a measured distance of 41.69 feet (51.89 feet by deed);
thence South 85 degrees 17 minutes 10 seconds West 179.89 feet (deed and measured);
thence South 33 degrees 51 minutes 57 seconds West 78.94 feet (deed and measured);
thence South 89 degrees 14 minutes 24 seconds West 55.00 feet (deed and measured);
thence North 43 degrees 02 minutes 00 seconds West 74.33 feet (deed and measured);

Exhibit "A"

thence North 83 degrees 33 minutes 33 seconds West 201.59 feet (deed and measured) to the point of beginning and containing 0.432 acres (0.444 by deed) more or less.

The above described tract of land having a total net area of 196.663 acres more or less.

Subject to right of way for 96th Street, the right of way for Brandt Road, the right of way for River Road and to all other legal easements and rights of way of record.



CHICAGO TITLE

Exhibit "A"

Illustrative Plan for River Ridge

N.E. Cor., Section 16, T. 12 N., R. 4 E. and
N.W. Cor., Section 17, T. 12 N., R. 4 E.

S.W. Cor., C. 1/2, S. 1/2,
N.E. 1/4, Section 16-17-4 East

livergreen
CHICAGO, ILL.
354 3675 PEARSON RD., NO. HANDEL, E. CHICAGO, ILL. 60617
312-733-6181

Exhibit "B"

LAND DESCRIPTION

A tract of land located in part of the West Half of Section 16 and part of the East Half of Section 17, Township 17 North, Range 4 East of the Second Principal Meridian, Marion County, Indiana and described as follows:

Beginning at the Northwest corner of said Section 16;
thence North 89 degrees 41 minutes 08 seconds East (an assumed bearing) along the North line of said Section 16 a distance of 1319.47 feet;
thence South 00 degrees 14 minutes 50 seconds East 3270.00 feet to the normal high water line on the North side of the White River, the following seventeen (17) calls being along said water line;
thence North 87 degrees 00 minutes 00 seconds West 170.00 feet;
thence South 86 degrees 00 minutes 00 seconds West 100.00 feet;
thence South 74 degrees 00 minutes 00 seconds West 240.00 feet;
thence South 66 degrees 00 minutes 00 seconds West 70.00 feet;
thence North 90 degrees 00 minutes 00 seconds West 20.00 feet;
thence South 69 degrees 00 minutes 00 seconds West 180.00 feet;
thence South 37 degrees 00 minutes 00 seconds West 20.00 feet;
thence South 71 degrees 00 minutes 00 seconds West 70.00 feet;
thence North 86 degrees 00 minutes 00 seconds West 120.00 feet;
thence South 74 degrees 30 minutes 00 seconds West 100.00 feet;
thence South 46 degrees 00 minutes 00 seconds West 240.00 feet;
thence South 90 degrees 00 minutes 00 seconds West 30.00 feet;
thence South 52 degrees 30 minutes 00 seconds West 130.00 feet;
thence South 29 degrees 00 minutes 00 seconds West 50.00 feet;
thence South 55 degrees 00 minutes 00 seconds West 200.00 feet;
thence South 37 degrees 30 minutes 00 seconds West 200.00 feet;
thence South 30 degrees 00 minutes 00 seconds West 188.95 feet to the Northerly Right of Way for Interstate Highway No. 465 as shown on the Indiana State Highway Commission Plans, Project No. I-465-4(129)127, Sheet 17, dated 1964, the following five (5) calls being along said Northerly right of way;
thence North 69 degrees 08 minutes 24 seconds West 305.75 feet;
thence North 66 degrees 16 minutes 39 seconds West 500.62 feet;
thence North 69 degrees 08 minutes 24 seconds West 779.52 feet to the centerline of Carmel Creek as it now exists, the following ten (10) calls being along said centerline;
thence North 02 degrees 30 minutes 00 seconds West 77.54 feet;
thence North 20 degrees 07 minutes 00 seconds East 55.00 feet;
thence North 13 degrees 14 minutes 00 seconds East 150.00 feet;
thence North 17 degrees 17 minutes 00 seconds West 75.00 feet;
thence North 41 degrees 57 minutes 00 seconds East 60.00 feet;
thence North 08 degrees 48 minutes 00 seconds West 60.00 feet;
thence North 05 degrees 10 minutes 00 seconds East 110.00 feet;
thence North 08 degrees 32 minutes 00 seconds East 180.00 feet;
thence North 05 degrees 20 minutes 00 seconds East 60.00 feet;

Exhibit "C"

thence North 17 degrees 12 minutes 00 seconds East 44.35 feet to the Southerly right of way for River Road as described in the above referenced deed, Inst. No. 93-0045751, the following four (4) calls being along the Southerly line of said right of way;
thence North 89 degrees 48 minutes 29 seconds East 39.20 feet;
thence North 33 degrees 51 minutes 57 seconds East 78.94 feet;
thence North 85 degrees 17 minutes 10 second East 179.89 feet;
thence North 74 degrees 58 minutes 06 seconds East a measured distance of 41.69 feet (51.89 feet by deed) to the Southerly line of North River Road;
thence North 89 degrees 37 minutes 12 seconds West along said Southerly line a measured distance of 369.79 feet (379.64 feet by deed);
thence North 00 degrees 22 minutes 48 seconds East 16.50 feet to the North line of the Southeast Quarter of said Section 16;
thence South 89 degrees 37 minutes 12 seconds East along said North line 1185.83 feet to the Southwest corner of the East Half of the East Half of the Northeast Quarter of said Section 17 and being also the centerline of Brandt Road (also known as Ford Road);
thence North 00 degrees 11 minutes 30 seconds West along the West line of said Half Half Quarter Section and also the centerline of Brandt Road 2672.76 feet to the Northwest corner of said Half Half Quarter section;
thence South 90 degrees 00 minutes 00 seconds East along the North line of the Northeast Quarter of said Section 17 a distance of 671.76 feet to the point of beginning.

EXCEPTING therefrom a tract of land conveyed to the City of Indianapolis Department of Transportation by Warranty Deed, recorded as Inst. No. 93-0045751 in the Office of the Marion County Recorder and being described as follows:

A part of the Southeast Quarter of Section 17, Township 17 North, Range 4 East, Marion County, Indiana and described as follows:

Commencing at the Northwest corner of said Quarter Section;
thence South 89 degrees 37 minutes 12 seconds East along the North line of said Quarter Section a measured distance of 643.63 feet (642.62 feet by deed);
thence South 00 degrees 22 minutes 48 seconds West a measured distance of 35.20 feet (33.87 feet by deed) to the POINT OF BEGINNING, which point is on a southern boundary of North River Road;
thence North 85 degrees 01 minutes 44 seconds East 200.54 feet (deed and measured) along said southern boundary to a south boundary of North River Road;
thence South 89 degrees 37 minutes 12 seconds East a measured distance of 369.79 feet (379.64 feet by deed) along said southern boundary;
thence South 74 degrees 58 minutes 06 seconds West a measured distance of 41.69 feet (51.89 feet by deed);
thence South 85 degrees 17 minutes 10 seconds West 179.89 feet (deed and measured);
thence South 33 degrees 51 minutes 57 seconds West 78.94 feet (deed and measured);
thence South 89 degrees 14 minutes 24 seconds West 55.00 feet (deed and measured);
thence North 43 degrees 02 minutes 00 seconds West 74.33 feet (deed and measured);

Exhibit "C"

thence North 83 degrees 33 minutes 33 seconds West 201.59 feet (deed and measured) to the point of beginning and containing 0.432 acres (0.444 by deed) more or less.

The above described tract of land having a total net area of 196.663 acres more or less.

Subject to right of way for 96th Street, the right of way for Brandt Road, the right of way for River Road and to all other legal easements and rights of way of record.



CHICAGO TITLE

Exhibit "C"

Cross References:

**AMENDED AND RESTATED MASTER DECLARATION
RIVER RIDGE PLANNED COMMUNITY**

Recorded April 13, 2005
Instrument No. 2005-0056653

Original Declaration:

Recorded July 28, 1997
Instrument No. 97-0104162

Individual Plats:

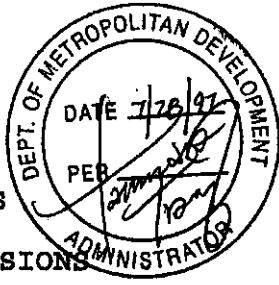
River Ridge, Section 1-A	Instrument No. <u>970104164</u>
River Ridge, Section 1-B	Instrument No. <u>980081805</u>
Crystal Lake, Section 1	Instrument No. <u>1997-0194900</u>
Crystal Lake, Section 2	Instrument No. <u>990223694</u>
Crystal Lake, Section 3	Instrument No. <u>2003-252870</u>
Crystal Lake, Section 4	Instrument No. <u>2005-0007889</u>



CHICAGO TITLE

Handwritten mark

28



JOHN R. VON ARX
MAYOR RIVER RIDGE SECTION ONE

093312 ~~DECLARATION~~ OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR THE OVERLOOK AND THE POINTE SUBDIVISIONS
FOR TRANSFER

and the By-laws for the
THE OVERLOOK POINTE HOMEOWNERS ASSOCIATION, INC.
An Indiana Non-Profit Corporation

This Declaration (hereinafter referred to as "the Declaration" or "this Declaration" is made by R.N. THOMPSON DEVELOPMENT, INC., which shall hereinafter be referred to as "Developer" or as "Declarant" and by Robert A. Rose, Esq. and Heather McPherson, Trustees under a certain Land Trust Agreement dated May 29, 1997, hereinafter referred to as the "Fee Owner". Declarant is the owner of real estate in Marion County, Indiana, which is more particularly described in "Exhibit A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Real Estate").

Declarant desires to provide for the preservation and enhancement of the value of property in The Overlook and The Pointe Subdivisions and their common areas, and, to this end, Declarant subjects the Real Estate to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, as provided in this Declaration, for the benefit of The Overlook and The Pointe Subdivisions within the River Ridge Community and each owner of all or part thereof.

Declarant has caused, or will cause, to be incorporated under the laws of the State of Indiana a non-profit corporation under the name "The Overlook Pointe Homeowners Association, Inc.", or a similar name (hereinafter sometimes referred to as the "Corporation" or the "Association"), which shall own, maintain and administer the common areas located within the Real Estate, administer and enforce the covenants and restrictions contained in this Declaration, collect and disburse the funds of the Association, and promote the best interests of the community on behalf of the owners of the Real Estate.

This document shall be read and interpreted in conjunction with the River Ridge Master Declaration, recorded July 28, 1997 in the Office of the Recorder of Marion County Indiana as Instrument No. 97-0104161 (hereinafter referred to as the "Master Declaration"). The Real Estate in these Subdivisions shall also be subject to the terms and provisions, and the covenants, restrictions and assessments, of the River Ridge Master Declaration.

Declarant hereby declares that the Real Estate, and any additional real estate which is hereafter made subject to this Declaration by supplemental declaration, is and shall be held, transferred, sold, encumbered, leased, used, improved and occupied subject to the provisions, covenants, restrictions, easements, assessments and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for the preservation and enhancement of the Real Estate and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Lots and Dwelling Units situated therein.

NOTICE 1: Prior to application for an improvement location permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the River Ridge Architectural Control Committee as defined herein. Such approval shall include but not be limited to: building design, color and location, private drives, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of the River Ridge Design Guidelines.

APPROVED July 26th, 1997
WASHINGTON TOWNSHIP ASSESSOR
BY: Richard K. [Signature] Real Estate Dept.

07/26/97 02:10PM JOHN R. ROBERTL MARION CTY RECORDER CRC 65.00 PAGES: 28
Inst # 1997-0104162

NOTICE 2: The River Ridge Community was the site of a gravel and other material excavation by American Aggregates Company, now operated by Martin Marietta Corporation. The primary water retention lake is, essentially, a former gravel pit, which is of uneven depth, and portions of this lake are very deep and may include treacherous bottom surfaces. Extreme caution must be exercised around this lake, particularly for young children and any person without excellent swimming ability. Any person choosing to swim in this lake shall do so at their own risk. In addition, the water level in this lake could fluctuate greatly, and neither the developer nor the association will be responsible for excessive height or inadequate height of the water level in the lake or damage to any person or property arising therefrom.

NOTICE 3: Martin Marietta Corporation is still excavating in a nearby location. Their gravel and other aggregate excavation operation requires blasting by use of explosives. The vibration from this blasting activity will be felt and heard within the River Ridge Community, until Martin Marietta or their successors have completed work in this area. In addition, this blasting activity may place additional stress upon any structure built within the River Ridge Community and upon any personal property maintained within the community. By acceptance of a deed from Declarant, or any successor owner of any Lot or any Dwelling Unit, or by the act of occupancy of any Lot or any Dwelling Unit, every person shall conclusively be deemed to release the Declarant and its successors and assigns from any liability resulting from this blasting activity, including vibration, noise, and injury.

NOTICE 4: Many of the lots and units built within the River Ridge Community will be just above the 100 year flood zone, established by the U.S. Geological Survey. While lenders may or may not require owners to obtain flood insurance, there is a possibility that a flood will occur which is above the 100 year flood stage and owners are encouraged to consult with their insurance representatives, attorneys, engineers and other consultants about the advisability of maintaining flood insurance. In addition, the ground water table could be above the floor level of any basement, and the owner of any residence with a basement must be advised of the potential for water leakage or water backup through a sump pump pit or other opening.

NOTICE 5: Portions of the commercial area adjacent to the River Ridge Community fronting on 96th Street are not currently zoned for an automobile dealership. However, the Declarant reserves the right to seek a modification of the existing zoning to allow for a new car dealership (including service departments and used car sales), and owners by accepting ownership of a lot or a unit in River Ridge agree to this modification and agree that they will not remonstrate against a petition by Declarant for zoning or a variance to allow for a car dealership within this commercial area.

ARTICLE I
DECLARATION OF RESTRICTIONS AND STATEMENT OF PROPERTY RIGHTS,
MEMBERSHIP, FUNCTIONS OF THE CORPORATION, DEFINITIONS

Section 1.1 Declaration. Declarant hereby expressly declares that the Real Estate shall be held, transferred and occupied subject to these Restrictions. The Owners of any Lot which is subject to this Declaration, and all other Persons: (i) by acceptance of a deed from Declarant, or any successor owner of any Lot or any Dwelling Unit, conveying title thereto, or

the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot or any Dwelling Unit, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such occupancy subject to each restriction and agreement contained in this Declaration, in the Master Declaration, and in the Plat Covenants for the Real Estate. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of Declarant, the Architectural Control Committee (hereinafter referred to as the "Committee") and of the Corporation with respect to these restrictions. Each Owner--for itself and its heirs, personal representatives, successors and assigns--covenants to the Declarant, the Architectural Control Committee, the Association, and the other Owners and subsequent Owners of each of the Lots affected by these Restrictions, and agrees to keep, observe and comply with the terms and provisions of this Declaration.

Section 1.2 Property Rights. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Areas, subject to:

- (a) this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association;
- (b) the Master Declaration recorded for the River Ridge Community as Instrument No. 97-_____ and the property rights reserved under Section 1.2 thereof and under any other applicable provisions of the Master Declaration; and
- (c) the Plat Covenants for each Subdivision.

SECTION 1.3 Functions. The Corporation has been formed for the purpose of maintaining the value and appearance of the Overlook and the Pointe subdivisions; providing for the maintenance, repair, replacement, administration, operation and ownership of the Common Areas; enforcement of Architectural Design and Environmental Control within the community and of the Covenants for the mutual benefit of all Owners; to pay taxes assessed against and payable with respect to the Common Areas; to pay any other necessary expenses and costs in connection with the Association; and to perform such other functions as may be designated under this Declaration.

SECTION 1.4 Membership in Corporation. Each Owner of a Lot shall, automatically upon becoming an Owner, be and become a Member of the Association and shall remain a Member until such time as such ownership ceases. Membership shall terminate when such Owner ceases to be an Owner and will be transferred to the new Owner of such Lot or Unit. Each Owner of a Lot shall also be a member of the River Ridge Homeowners Association.

SECTION 1.5 Definitions. The definitions applicable to this Declaration are as follows:

A. "Architectural Control Committee" or "Committee" means the Architectural Design and Environmental Control Committee of the River Ridge Community as defined and described in Article X of the Master Declaration. The Overlook and the Pointe Subdivisions will not have their own Architectural Control Committee but may have their own subcommittee under Section 10.9 of the Master Declaration.

B. "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Overlook Pointe Homeowners Association, Inc., as hereinafter defined. The Articles of Incorporation are incorporated herein by reference.

C. "Common Area" means the ground designated as "Block" or as "Common Area" upon the Final Plat of Overlook and the Pointe subdivisions. The Common Areas shall be subject to easements for drainage and utilities, as further described and defined herein, in the Plat Covenants, and in the Master Declaration. Some Common Area within the Subdivisions may be maintained by the Association and some Common Area may be maintained by the River Ridge Homeowners Association. In the event that there is any confusion or ambiguity in the plats and other recorded documents regarding responsibility for maintenance and other common expenses, the River Ridge Homeowners Association

shall decide the dispute. Except where the context clearly indicates otherwise, the term Common Area shall be interpreted to include the Limited Common Areas.

D. "Common Expense" means expenses for administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of the Common Areas and all sums lawfully assessed against the Members of the Association. Common Expenses shall include, but not be limited to:

- 1) All expenses of landscaping and maintaining the individual lots and painting and staining the exterior surfaces of homes and docks of private homes on the individual lots as defined herein;
- 2) All expenses of maintaining any common areas belonging to the Association or the Subdivision, including any share of lake maintenance assigned to the Subdivision;
- 3) All administrative costs of the Overlook Pointe Homeowners Association, including direct costs, overhead, and professional management fees;
- 4) Costs of enforcing the rules and regulations governing the Community, including this Subdivision Declaration, the Plat Covenants, and rules and regulations established by the Overlook Pointe Homeowners Association; and
- 5) Reasonable allowances for shortfall of funds arising from late payment or non-payment of assessments, for general overruns in budget categories, and for miscellaneous expenses not budgeted under any specific category.

E. "Corporation" means the Overlook Pointe Homeowners Association, Inc., its successors and assigns, a non-profit corporation, whose members shall be the Owners of Lots in River Ridge Section One, consisting of the Overlook and the Pointe. The terms "Corporation" and "Association" may be used interchangeably in this Declaration to refer to the Overlook Pointe Homeowners Association, Inc.

F. "Declarant" means R.N. Thompson Development, Inc., or its successors and assigns, as developer of the River Ridge Community, including the Overlook and the Pointe. The terms "Declarant" and "Developer" may be used interchangeably.

G. "Fee Owner" means Robert A. Rose, Esq. and Heather McPherson, Trustees under a Certain Land Trust Agreement dated May 29, 1997 and R.N. Thompson Development, Inc. The Declarant may also be or become the "Fee Owner" or a proportionate owner of the fee title to the Real Estate.

H. "Lot" means each Lot of a recorded plat for River Ridge Section One.

I. "The Overlook" means that portion of the River Ridge Section One subdivision identified as Lots 1 through 15.

J. "The Pointe" means that portion of the River Ridge Section One subdivision identified as Lots 16 through 22.

ARTICLE II. OWNERSHIP AND USE OF THE COMMON AREAS

SECTION 2.1 Ownership. The Common Area shall be owned by the Corporation and shall be held for the use and enjoyment of the Members, which right shall pass with title to every Lot and with title to every Unit, subject to the provisions of this Declaration. The Developer may retain title to the Common Area until its sale of the last Lot or of the last Unit in the River Ridge Community, however the responsibility and expense of maintenance shall pass to the Association upon the sale of the first Lot or of the first Unit in the Community.

SECTION 2.2 Limited Common Areas. The Declarant shall have the right to create Limited Common Areas for the use and benefit of individual owners or subdivisions within the River Ridge Community, if Declarant determines, in its sole discretion, that individual amenities should be available only to

portions of the Community. The expenses of establishing and maintaining the limited common areas shall be solely the expense of the individual owners or subdivisions benefitting from the limited common areas.

SECTION 2.3 Easement for Utilities and Public and Quasi Public Vehicles. All public and quasi public vehicles including, but not limited to, police, fire and other emergency vehicles, public works, trash and garbage collection, post office vehicles and privately owned delivery vehicles shall have the right to enter upon the Common Areas, Limited Common Areas, and the designated easements within the Community in the performance of their duties. All such easements for public and quasi public vehicles shall be subject to reasonable and non-discriminatory safety rules established by the Association.

SECTION 2.4 Easement for Association. An easement is also granted to the Corporation, its officers, agents and employees and to any management company selected by the Corporation to enter in or to cross over the Common Areas, Limited Common Areas, and Easements to perform its duties.

SECTION 2.5 Non-Liability of Declarant. Declarant shall not have any liability to an Owner or to any other Person with respect to drainage on, over or under a Lot or erosion of a Lot. Such drainage and erosion control shall be the responsibility of the Owner of the Lot upon which a Residence is constructed and of the builder of such Residence. An Owner, by acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Declarant free and harmless from and against any and all liability arising from, related to, or in connection with the erosion of or drainage on, over and under the Lot described in such deed. Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant, and no duty of, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.

ARTICLE III. CLASSES OF MEMBERSHIP

SECTION 3.1 Voting Rights. The Corporation shall have two (2) classes of membership. Class A members shall be all Owners of Lots or Units in River Ridge Section One other than the Declarant. The Declarant shall be a Class B Owner of each Lot titled in its name.

SECTION 3.2 Class A Members. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner. When more than one person constitutes the Owner of a particular Lot, all such persons shall be Members of the Corporation, but all of such persons shall cumulatively have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine. No vote may be divided.

SECTION 3.3 Class B Member. The Declarant, and its successors and assigns as Developer of the Community, shall be the only Class B Member of the Association. The Class B Member shall have five (5) votes for each Lot planned within River Ridge Section One designated on the preliminary layout attached as Exhibit "B", and any additions or revisions thereto prior to the Authority Transfer Date, of which it is the Owner.

ARTICLE IV. INITIAL MANAGEMENT AND CONTROL BY DEVELOPER

SECTION 4.1 Definition of "Authority Transfer Date". Class B membership shall terminate and become converted to Class A membership (the "Authority Transfer Date"), upon the happening of the earliest of the following:

- (a) when the total of all Class A votes exceed the total of all Class B votes; or
- (b) January 31, 2017; or
- (c) when, in its discretion, the Declarant so determines and provides

sixty days notice to the membership.

SECTION 4.2 Prior to the Authority Transfer Date. Prior to the Authority Transfer Date as defined above, the Declarant shall appoint all members to the Board of Directors of the Corporation and shall have full authority to establish rules and regulations for the Corporation and for the Community. Directors appointed by the Declarant shall serve at the will of the Declarant and shall be considered Owners of the Corporation only for the purpose of serving on the Board.

The Board of Directors, prior to the Authority Transfer Date, shall not be required to hold Meetings, and if Meetings are held, they shall not be required to be held in public, and notice to other Owners shall not be required. In addition, prior to the Authority Transfer Date, the Board of Directors shall not be required to seek homeowner approval of the budget or the annual assessments.

SECTION 4.3 Assessments. Prior to the Authority Transfer Date, the Declarant shall establish the amount and payment terms of Assessments. The Assessments, including management fees and contributions towards the replacement reserve fund, shall not exceed Four Hundred Dollars (\$400.00) per month in the first year after this Declaration is filed, with increases of not more than ten percent (10%) per year (cumulatively) thereafter. **HOWEVER, THIS LIMITATION IS ONLY FOR THE SUBDIVISION ASSESSMENT AND COMMUNITY ASSESSMENTS WILL ALSO BE IMPOSED.**

SECTION 4.4 Declarant's Obligation to Pay Assessments. Prior to the Authority Transfer Date, the Declarant shall not be obligated to pay any management fee, contribution towards the replacement reserve fund for the Corporation, or any assessment of any kind or nature, as further defined in Section 11.3.

SECTION 4.5 Builder's Obligations. The Declarant shall have the authority to require any person or company building a home on any Lot to escrow an amount up to five percent (5%) of the anticipated construction cost to assure proper completion of construction, regular and continual clean up of construction debris and the construction site, and periodic street cleaning of the Community. If the builder has placed an escrow with the Declarant under the Master Declaration, it shall not also be required to place an escrow under this Declaration.

SECTION 4.6 The Architectural Control Committee. Until thirty days after the Developer has approved the initial home construction plans for the last Lot or Unit in River Ridge as shown in Exhibits "A" and "B" of the Master Declaration, and any additions to River Ridge as defined in Section 4.8 and 18.1 of the Master Declaration, the Declarant shall have the right to appoint all members of the Architectural Control Committee. However, the Declarant may elect, from time to time, to transfer authority for post-initial construction architectural control to the homeowners (by appointing a subcommittee of homeowners to evaluate post-initial construction applications) prior to this time.

SECTION 4.7 Initial Management. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas and to perform the functions of the Corporation until the Authority Transfer Date. Declarant may, at its option, engage the services of a Managing Agent, including a Managing Agent affiliated with Declarant, to perform such functions and, in either case, Declarant or such Managing Agent shall be entitled to reasonable compensation for its services.

SECTION 4.8 Declarant's Authority to Add Additional Sections. The Declarant may, at any time prior to the Authority Transfer Date, supplement the property subject to this Declaration, with all or any portion of the real estate identified in Exhibit "C" pursuant to the provisions of Section 18.1, by filing an amended Exhibit "A" and an amended Exhibit "B", which additional real estate shall automatically be subject to this Declaration and the Owners

of Lots of such additional real estate shall automatically become members of the Association. In the event that additional real estate is added by Declarant, the votes attributable to the Lots in such new preliminary layouts or platted sections shall be counted for purposes of voting rights and for all other purposes from the date of the recording of the amended Exhibits "A" and "B", or the Plat for such additional Section.

ARTICLE V. OWNERS MEETINGS

SECTION 5.1 Annual Meeting. The annual meeting of the River Ridge Section One Owners as the Overlook Pointe Homeowners Association, Inc. shall be held on the first Thursday in November in each year, at 7:00 o'clock P.M., or at such other date and time as the Board of Directors shall determine, beginning on the first annual meeting date after the Authority Transfer Date, for the purpose of electing directors, approving an Annual Budget and Regular Assessment and for the transaction of such other business as may come before the meeting. Prior to the Authority Transfer Date, the Board of Directors shall not be required to hold annual or other meetings with the Owners.

SECTION 5.2 Special Meetings. Special meetings of the Owners may be called for any legal purpose by the President or by the Board of Directors, and shall be called by the President, after the Authority Transfer Date, at the request of at least twenty percent (20%) of the Owners or those with ownership interest.

SECTION 5.3 Place of Meeting. The Board of Directors shall designate the place of the meeting. The Board may designate that any meeting of Owners take place at any suitable location within five (5) miles of the Community.

SECTION 5.4 Notice of Meeting. Written notice, stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Owner not less than ten (10) days before the date of the meeting, either personally or by mail, by or at the direction of the President. Unless an Owner provides the Secretary of the Corporation with written instructions to the contrary, notice may be sent or delivered to the address of the Lot. Notice contained in a newsletter or other general correspondence shall meet the notice requirement of this section if it is sent or delivered to each Owner as provided herein.

SECTION 5.5 Quorum. One third (1/3) of the Owners, represented in person or by proxy, shall constitute a quorum at a meeting of Owners. In the event that a quorum is not present, the meeting may be adjourned to another date and time, with or without further notice, as determined by the Board.

SECTION 5.6 Proxies. At all meetings of Owners, an Owner may vote in person or by written proxy, executed by the Owner or by a duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. Every proxy shall be specific for an Annual or Special Meeting of Owners, or its adjourned date, unless otherwise provided in the proxy.

SECTION 5.7 Voting. Each Lot shall be entitled to one vote upon each matter submitted to a vote at a meeting of Owners.

SECTION 5.8 Cumulative Voting. Cumulative voting shall not be permitted. Each Owner may only cast one vote for any candidate for any Office, even though multiple positions are open for such Office.

SECTION 5.9 Voting by Mail-in Ballot. The Board may determine that one or more issues be voted upon by mail-in ballot, either in conjunction with an Annual or Special Meeting or as a substitute for the holding of a Meeting. In the event that the Board elects to permit mail-in ballots, ballots shall be mailed or delivered to each Owner at least 14 days prior to the deadline for voting and a majority of all Owners must vote in order for the vote to count.

If a majority vote has not been achieved by the deadline, the Board of Directors or persons designated by the Board may contact additional Owners at their choosing until a majority vote has been achieved. However, if a majority vote has been achieved by the deadline, no votes received after the stated deadline may be counted.

SECTION 5.10 Qualification of Directors. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one person at a time and except that the Declarant may have multiple representatives serving on the Board of Directors.

ARTICLE VI. BOARD OF DIRECTORS

SECTION 6.1 General Powers. The business and affairs of the corporation shall be managed by its Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he or she is an Owner as defined herein.

SECTION 6.2 Number, Tenure and Qualifications. The initial number of directors of the corporation shall be three (3). The corporation may have not less than three nor more than seven directors. After the Authority Transfer Date, each director shall hold office until the next annual meeting of Owners and until his or her successor shall have been elected and qualified. Any increase or decrease in the number of Directors shall be approved by the Owners.

SECTION 6.3 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings to be held without notice, so long as the first such meeting is with notice, and the notice informs all directors of the resolution.

SECTION 6.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the directors. The person calling the special meeting may fix the time for holding such meeting of the Board of Directors, and, unless consented to by all Directors, the special meeting shall be held within five miles of the River Ridge Community.

SECTION 6.5 Notice. Notice of any special meeting shall be given at least three days in advance by written notice delivered personally, by telegram or by other electronic means, or at least seven days in advance if notice is mailed. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

SECTION 6.6 Quorum. A least fifty percent (50%) of the number of directors eligible to attend and vote shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

SECTION 6.7 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 6.8 Action Without A Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by at least two thirds of the Directors.

SECTION 6.9 Term of Office and Vacancy. Each member of the Board of Directors shall be elected for a term of three (3) years, which terms shall be staggered so that the terms of approximately one-third (1/3) of the members of the Board shall expire annually. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified.

Unless a Director is removed by the Owners under Section 6.10, any vacancy occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board. The Director filling a vacancy shall serve until the next annual meeting of the Owners and until his successor is elected and qualified.

SECTION 6.10 Removal of Directors. A Director may be removed with or without cause by a majority vote of the Owners, at a meeting duly called for such purpose. In such case, his successor shall be elected at the same meeting, to serve until the next annual meeting.

SECTION 6.11 Duties of the Board of Directors. The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Corporation, including, but not limited to, the management, maintenance, repair, upkeep and replacement of the Common Area and the Limited Common Area and the collection and disbursement of the Common Expenses. The Board shall also maintain, through employees, contractors or agents, all landscaping throughout the Overlook and the Pointe Subdivisions. The Board may, on behalf of the Corporation, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The management agreement may be for a term of three (3) years or less and shall terminate upon ninety (90) days written notice by either party.

SECTION 6.12 Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish their duties. These powers include, but are not limited to, the power:

(a) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations (in addition to those set forth in this Declaration and in the Master Declaration) with respect to use, occupancy, operation and enjoyment of the Common Area as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered or mailed to all Owners and provided that no rule shall conflict with any rule established by the River Ridge Community;

(b) to grant permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of River Ridge; and

(c) to regulate all other properties which are subject to this Declaration.

SECTION 6.13 Limitation on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$5,000.00, which sum shall be increased annually by the increase, if any, in the Consumer Price Index (CPI) or its successor index, without obtaining the prior approval of the Owners, except that in the following cases such approval shall not be necessary:

(a) contracts for replacing or restoring portions of the Common Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;

(b) contracts and expenditures expressly approved by the Owners in the annual budget; and

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

SECTION 6.14 Compensation. No Director shall receive any compensation for services without the express approval of the Owners. The Managing Agent, if one is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

SECTION 6.15 Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment

exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify, hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of actions or contracts by the Board on behalf of the Corporation, unless any such action or contract shall have been made in bad faith, or as the result of willful misconduct or gross negligence.

SECTION 6.16 Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Corporation, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as to matters in which it shall be adjudged in such action, suit or proceeding that such Director is liable for willful misconduct, bad faith or gross negligence in the performance of his or her duties. The Corporation shall also reimburse any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of willful misconduct, gross negligence or bad faith. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his or her duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service, unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he or she failed or neglected to attend a meeting or meetings of the Board of Directors.

SECTION 6.17 Non-Liability of Officers and Committee Members. The provisions of Sections 6.15 and 6.16 shall also apply to all Officers and Committee Members.

SECTION 6.18 Bond. The Board of Directors shall provide blanket fidelity bonds for the Managing Agent, the treasurer of the Corporation, and such other officers or directors of the Corporation that handle or are responsible for funds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors (provided, however, in no event shall the aggregate amount of the bond be less than a sum equal to one fourth of the aggregate annual assessments on all Lots and Units) and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. Fidelity bonds shall name the Corporation as an obligee and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. Such bonds shall provide that they may not be cancelled or substantially modified for any reason without at least thirty (30) days prior written notice to the Corporation. The expense of any such bonds shall be a Common Expense.

CHICAGO TITLE

ARTICLE VII. OFFICERS

SECTION 7.1 Number. The officers of the corporation shall be a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. The corporation may also have one or more Vice

Presidents. The President, Vice Presidents, Secretary and Treasurer shall all be members of the Board. Such other officers and assistant officers, who need not be Directors, may be elected or appointed by the Board of Directors.

SECTION 7.2 Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors, after the Authority Transfer Date, at the first meeting of the Board held after each annual meeting of the Owners. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor shall have been duly elected and qualified or until their death, resignation or removal as hereinafter provided.

SECTION 7.3 Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the corporation will be served thereby.

SECTION 7.4 President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall supervise and direct all of the business and affairs of the corporation. The President shall, when present, preside at all meetings of the Owners and of the Board of Directors. The President shall, in general, perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 7.5 Vice President. Vice Presidents of the Corporation shall fulfill such duties as the Board of Directors or the President shall direct. A Vice President shall not serve in the capacity of the President, other than presiding at a duly called meeting at which the President is absent, unless the President so directs in writing.

SECTION 7.6 Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Owners and of the Board of Directors in the corporate minute book; (b) see that all notices are duly given in accordance with the provisions herein or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each Owner, as furnished by the Owner and of each Mortgagee, as furnished by the Owner or Mortgagee; and (e) in general, perform all duties incident to the office of Secretary and such other duties as may be assigned by the President or by the Board of Directors.

SECTION 7.7 Treasurer. The Treasurer shall: (a) have charge and custody of, and be responsible for, all funds of the corporation; (b) receive and give receipts for monies due and payable to the corporation and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as are assigned by the President or by the Board of Directors.

SECTION 7.8 Delegation of Duties. The duties of the Secretary and the Treasurer and the ministerial functions of any other officer or committee member may be delegated to the Managing Agent of the Association, if any, so long as the responsible officer or committee member is regularly advised of the actions taken and generally supervises the actions taken by the Managing Agent on their behalf.

ARTICLE VIII. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 8.1 Contracts. The Board of Directors may authorize any officer or officers, managing agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 8.2 Loans. No loans shall be contracted on behalf of the corporation and no indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 8.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 8.4 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time, in interest bearing or non-interest bearing accounts, to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select. Funds of the corporation may also be invested in government obligations or other commercial paper rated AAA or its equivalent. Funds deposits or investments shall not be committed for a period of more than one year.

**ARTICLE IX. TAXES, MAINTENANCE OF COMMON AREAS,
MAINTENANCE OF INDIVIDUAL LOTS, MAINTENANCE AND USE OF BOAT DOCKS**

SECTION 9.1 Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Lot, and paid by the title owner of each Lot. Any real estate taxes or other assessments which are chargeable against the Common Area shall be paid by the Corporation and treated as a Common Expense.

SECTION 9.2 Maintenance, Repairs and Replacements to the Common Areas. Maintenance, repairs, replacements and upkeep of the Common Area shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

SECTION 9.3 Maintenance of Individual Lots by the Association. The Overlook Pointe Homeowners Association shall be responsible for maintaining the grass, trees and other landscaping on each Lot in a healthy and attractive condition with an appearance which is complementary to the Subdivision, and the cost thereof shall be a part of the common expenses. The Association shall maintain any water irrigation system, although each Owner shall pay for the water used by such system for their Lot, and it is intended that irrigation systems will use water which is metered from the individual homes and paid for by the individual Owner.

The Association shall paint or stain the exterior of all houses and paint, stain or waterproof the exterior of all approved decks and boat docks in the subdivision on a regular schedule, as necessary or appropriate, not less than every five (5) years. The cost of painting or staining each house shall be a common expense, and the cost of painting, staining or waterproofing each deck or boat dock shall be assessed to the individual owner of the deck or boat dock.

Each Owner shall be entitled to select the color to be used, from a list of colors approved by the Board. In the event that an Owner fails to select a color within ten (10) days of the Association's request to select, the Association may select a color for the Owner.

SECTION 9.4 Maintenance of Individual Lots by the Owner. Any repairs, other than painting or staining, required to any house, deck or boat dock shall be the Owner's responsibility and the Owner's expense. This shall include, but not be limited to, the cost of replacing any wood or siding. It shall also include all roofing, guttering, masonry or brick exterior of a house, windows and chimneys. If any Owner shall fail to maintain and keep his property or any part thereof in a good, clean and sanitary condition, with an exterior appearance up to the general standards of the Overlook and the Pointe subdivisions, the Corporation may perform any work necessary and charge the Owner thereof for such cost, which shall be immediately due, secured by the

Corporation's lien on the Owner's property, and otherwise collectable as an assessment pursuant to Section 11.8 of this Declaration.

Each Owner of a Lot that abuts the Lake shall be responsible at all times for maintaining so much of the bank of the Lake above the water level from time to time as constitutes a part of, or abuts, his Lot (exclusive of any lake liner or path) and shall keep that portion of the Lake abutting his lot free of debris and otherwise in reasonably clean condition.

Each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Corporation, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair or other work permitted herein.

SECTION 9.5 Damage to or Abuse of Common Areas and other Areas Maintained by the Association. If, due to the willful, intentional or negligent acts or omissions of an Owner, or of a member of the Owner's family, or of a guest, tenant, invitee or other occupant or visitor for whom the Owner is legally responsible, damage is caused to Common Areas or to portions of Lots maintained by the Association, or if additional maintenance or repairs are required as a result of such acts, the Owner shall be required to pay for such damage or additional expense. Upon demand by the Board, the cost of such repairs shall be immediately due and payable, secured by the Corporation's lien on the Owner's property, and otherwise collectable as an assessment pursuant to Section 11.8 of this Declaration.

SECTION 9.6 Maintenance and Use of the Lakes. The River Ridge Homeowners Association shall be responsible for the maintenance of the Lake and for determining rules and regulations for use of the Lakes. No owner or other person may use the lake except within the rules established by the River Ridge Homeowners Association.

ARTICLE X. ARCHITECTURAL CONTROL

SECTION 10.1 Purposes. The Architectural Control Committee of the River Ridge Homeowners Association (also referred to herein as the "Architectural Control Committee" or simply as the "Committee") shall regulate the external design, appearance, use and location of improvements on the Real Estate in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography, pursuant to the terms and provisions of Article X of the River Ridge Master Declaration. The Overlook and the Pointe Subdivisions shall not have an independent Architectural Control Committee, but may have a subcommittee pursuant to Section 10.9(F) of the Master Declaration.

ARTICLE XI. ASSESSMENTS

SECTION 11.1 Annual Accounting. A financial statement and annual report of the Corporation shall be prepared annually, after the close of each fiscal year and prior to the date of the next annual meeting, by a certified public accountant or CPA firm then servicing the Corporation, which shall show all income and receipts and all expenses incurred and paid during the preceding fiscal year. This financial statement and annual report shall be in the form of a compilation, prepared under the direction of the Board and distributed to each Owner prior to the next Annual Meeting. Any Owner or group of Owners shall, at their sole expense, be entitled to an audited accounting by the certified public accountant or CPA firm then servicing the Association, by paying the Association for the cost of the audit (as estimated by the accountant) in advance of the start of the audit.

SECTION 11.2 Proposed Annual Budget After the Authority Transfer Date.

The Board of Directors shall submit a proposed Annual Budget and Regular Assessment, estimating the total amount of the Common Expenses for the upcoming fiscal year, to each Owner in conjunction with the Association's annual meeting. Once an Annual Budget is adopted, it shall be the basis for the Regular Assessment for the upcoming fiscal year.

The Annual Budget shall consider the cost of landscaping and grounds maintenance, maintenance of the exterior of the residences and decks which are the responsibility of the Association, administration of the Association and other necessary and proper expenses of the Association. The Annual Budget shall include an amount for the Replacement Reserve Fund for capital expenditures, replacement and repair of the Common Areas, replacement of landscaping of the Lots, and painting or staining houses. A separate Replacement Reserve Fund may be assessed against the owners of decks or boat docks, for painting, staining and waterproofing expenses.

An Annual Budget and Regular Assessment shall be approved and adopted at each Annual Meeting of the Owners. If the Owners have not approved an annual budget, whether or not due to failure or delay of the Board of Directors, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon up to one hundred and twenty five percent (125%) of such last approved budget, as a temporary budget.

The Annual Budget, the Regular Assessments, and all sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis.

SECTION 11.3 Proposed Annual Budget Prior to the Authority Transfer

Date. Prior to the Authority Transfer Date, the Declarant shall establish the amount and payment terms of Assessments based upon the same items of expense and considerations as provided in Section 11.2 above. The Regular Assessments, including management fees and contributions towards the replacement reserve fund, shall not exceed Four Hundred Dollars (\$400.00) per month in the first year after this Declaration is filed, with increases of not more than ten percent (10%) per year (cumulatively) thereafter. HOWEVER, THIS LIMITATION IS ONLY FOR THE SUBDIVISION ASSESSMENT AND COMMUNITY ASSESSMENTS WILL ALSO BE IMPOSED.

Prior to the Authority Transfer Date, the Declarant shall not be obligated to pay any management fee, contribution towards the replacement reserve fund for the Corporation, or any assessment of any kind or nature.

Prior to the Authority Transfer Date, Declarant will cover any shortfall in the Annual Budget for lawn care, landscaping, utilities, common area maintenance, and legal, accounting and management fees. Excluded from this guarantee are expenses of the Community, obligations of any builder, and major physical alterations or other unusual expenditures not ordinarily anticipated in normal maintenance operations. This guarantee also does not prohibit the Declarant from using Association reserves for such expenditures or from imposing a Special Assessment for such expenditures.

At the time that Declarant transfers authority to the owners, Declarant shall have no liability for turning over any money to the Association, provided that all funds collected from owners have been used for purposes permitted by this Article.

SECTION 11.4 Regular Assessments. The Annual Budget shall contain a proposed Regular Assessment against each Lot. The Regular Assessment shall be the same amount for each similar Lot, except for differences in the services to which a Lot is entitled. Following the adoption of the Annual Budget, each Owner shall be given written notice of the assessment (herein called the "Regular Assessment").

In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, following adoption of the final Annual Budget by the Owners which results in a different Regular Assessment, a revised statement shall be sent to each Owner indicating the additional amount

owed or the credit for the next Regular Assessment.

The Regular Assessment against each Lot or Unit shall be paid to the Board in advance, in four quarterly installments on or before the first day of March, June, September and December, or as otherwise determined by the Board. The Board may elect to allow payment of assessments monthly, semi-annually or annually, in advance, and may (but shall not be required to) permit a discount for any Owner paying semi-annually or annually.

The Regular Assessment for the current fiscal year shall become a lien on each Lot and Dwelling Unit as of the first day of the Corporation's fiscal year, even though based upon a Temporary Budget. If an Owner has paid an assessment based upon a Temporary Budget, and conveys or transfers his Lot or Unit before the Annual Budget and Regular Assessment are determined, both the Owner and the successor Owner shall be jointly and severally liable for any balance owed for the Regular Assessment.

SECTION 11.5 Special Assessments. Special Assessments may become necessary as a result of Common Expenses of an unusual or extraordinary nature or which were not otherwise anticipated, the failure of the Association to collect Assessments, or for other reasons.

The Board of Directors, with approval of a majority of the Owners at any Regular or Special Meeting of the Owners or by mail-in ballot, shall have the right, power and authority to impose special assessments, upon each Lot in equal shares (herein called "Special Assessment"), which shall become a lien on each Lot. For Special Assessments attributable to Limited Common Areas or providing services only to a portion of the Subdivisions, the Special Assessment shall be approved by and imposed upon only such Owners.

Section 11.6 Initial Start-Up Fund. Upon the closing of the initial conveyance of each Lot to an Owner other than a Builder, the purchaser of such Lot shall pay to the Corporation, in addition to any other amounts then owed or due to the Corporation, as a contribution to its start-up fund, an amount equal to one-sixth (1/6th) of the then current annual Base Assessment against such Lot, which payment shall be non-refundable and shall not be considered as an advance payment of any Assessment or other charge owed the Corporation with respect to such Lot. The start-up fund shall be used by the Corporation for payment of, or reimbursement to Declarant for advances to the Association and initial and set-up expenses of the Association. The entire Initial Start Up Fund will be paid to the Declarant and the Declarant shall not be required to account for its use thereof.

SECTION 11.7 Reserves. As a part of any Regular or Special Assessment, the Association may collect funds for a reserve for future expenses. These reserves may be collected for reasonably anticipated expenses plus a reasonable amount may be collected for unanticipated expenses. Reserve funds shall be accounted for separately by the Board, and may be used by the Board of Directors for any Common Expense for which it does not otherwise have funds and which are not designated for another specific purpose or expenditure.

SECTION 11.8 Failure of Owner to Pay Assessments. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. If any Owner shall fail, refuse or neglect to pay any Regular Assessment or Special Assessment when due, a late charge of ten percent (10%) of the unpaid assessment amount shall be added to the balance owed, plus interest of one and three fourths percent (1 3/4%) per month beginning thirty (30) days after the date due, and the following additional provisions shall apply:

(a) A lien for any and all unpaid assessments on the Owner's Lot may be filed and foreclosed by the Board of Directors for and on behalf of the Corporation as a mortgage on real property or as otherwise provided by law;

(b) The Board may bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same;

(c) The Association may recover costs of collection (including

fees charged by the managing agent) and attorney fees in addition to any other amounts due;

(d) Where the Owner constitutes more than one person, the liability of such persons shall be joint and several;

(e) The Owner and any adult occupant of the Lot shall be jointly and severally liable for the payment;

(f) The balance of installments for the current fiscal year shall become immediately due; and

(g) The Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect any rentals for the benefit of the Corporation to be applied to the unpaid Regular Assessments or Special Assessments.

SECTION 11.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer (prorated to the date of sale or transfer). No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof nor relieve the unit owner from personal liability for any prior assessments.

SECTION 11.10 Subordination of Subdivision Liens to the River Ridge Community Lien. Any lien assessed by the Corporation shall be subordinate to any lien of the River Ridge Homeowners Association.

ARTICLE XII. MORTGAGEES

SECTION 12.1 Notice to Corporation. Any Mortgagee who places a first mortgage lien upon an Owner's Lot, or the Owner, may notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and its address shall be maintained by the Secretary. Any notice required to be given to the Mortgagee pursuant to the terms of this Declaration shall be deemed effectively given if mailed to such Mortgagee at such address. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise. The Association may charge an additional assessment to any Owner whose Mortgagee requests notice, to cover the administrative costs of providing notices to the Mortgagee.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligation of such borrower under this Declaration which is not cured within sixty (60) days.

SECTION 12.2 Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Article XI hereof.

SECTION 12.3 Right of Mortgagees to Pay Real Estate Taxes or Insurance Premiums. Mortgagees shall have the right, but not the obligation, (1) to pay any taxes or other charges against the Common Area which are in default and, (2) to pay any overdue premiums on hazard insurance for the Association or to secure new hazard insurance for the Association on the lapse of a policy. Any Mortgagee making such payment shall be immediately owed reimbursement by the Corporation.

SECTION 12.4 Notice of Condemnation or Casualty Loss. Mortgagees shall be timely notified of any condemnation loss which affects a material portion of the River Ridge Community, the Overlook or the Pointe Subdivision, or any Lot upon which the Mortgagee has an interest. Mortgagees shall also be timely notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond held by the Corporation.

SECTION 12.5 Notice to Insurers and Guarantors. Any guarantor of a first mortgage or any insurer of a first mortgage shall, upon notification and request to the Corporation, receive the same notices as are required to be given to Mortgagees.

ARTICLE XIII. INSURANCE

SECTION 13.1 Casualty Insurance. The Corporation shall purchase a casualty insurance policy affording fire and extended coverage, insuring the Corporation's improvements within the Common Areas, Limited Common Areas and Easements for the full replacement value of the improvements. If the Board of Directors can obtain such coverage for reasonable amounts, they shall also obtain "all risk" coverage. Such policy shall (to the extent obtainable) contain provisions that the insurer waives its right to subrogation against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests.

Each Owner shall otherwise be solely responsible for loss or damage to his Lot, the contents of his Dwelling Unit, however caused, and his personal property stored elsewhere on the Real Estate. The Corporation shall have no liability to any Owner for loss or damage to a Lot or Dwelling Unit, the contents of any Dwelling Unit, damage or destruction of any boat dock or boat, or an Owner's personal property stored elsewhere within the Community. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

SECTION 13.2 Public Liability Insurance. The Corporation shall also purchase a comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but not less than \$2,000,000, arising out of a single occurrence, for bodily injury or death and for property damage. Such policy shall cover the Corporation, the Board of Directors, any committee or division of the Corporation or Board, any Managing Agent, and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Community. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners.

SECTION 13.3 Other Insurance. The Corporation shall obtain any other insurance required by law and may purchase such other insurance as the Board of Directors from time to time deems necessary, advisable or appropriate, including, but not limited to, liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any Managing Agent acting on behalf of the Corporation.

SECTION 13.4 General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common

Expenses. If available, the policies shall contain an endorsement that it shall not be terminated or substantially modified without at least ten days prior written notice to Mortgagees and to the Corporation. Written notice of any insurance obtained by the Corporation and of any subsequent changes or termination thereof shall be promptly furnished by the Board to each Owner or mortgagee whose interest may be affected thereby. Except as otherwise provided in Article XII, notice required under this section shall be sufficient if it is published as a part of a general newsletter and mailed or delivered within sixty days.

The Board of Directors shall be responsible for reviewing, at least every two years, the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above.

All proceeds payable as a result of casualty losses sustained which are covered by insurance shall be paid to the Association, as the insurance trustee for the benefit of the individual Owners and Mortgagees. The proceeds shall be used or disbursed by the Board of Directors, in accordance with the provisions of this Declaration. Each Owner shall be deemed to have delegated to the Board of Directors his or her right to adjust with the insurance companies all losses under the policies purchased by the Corporation.

SECTION 13.5 Insurance by Owners. Each Owner shall have the right to purchase such additional insurance at his own expense as he may deem necessary.

ARTICLE XIV. LOSS TO COMMON AREAS

SECTION 14.1 Restoration of Common Area. In the event of damage to or destruction of any portions of the Common Area, Limited Common Area or Easements due to fire or any other casualty or disaster, the Corporation shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction, and the balance shall be paid first from the reserve account and second, as a Common Expense.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Area to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same type of architecture.

In the event of destruction of at least half of the Common Area, or at least half of the Community, the Board of Directors may elect not to repair or reconstruct the Common Area and may apply the proceeds of insurance to other purposes consistent with this Declaration and with the Articles of Incorporation of the Association.

ARTICLE XV. COVENANTS AND RESTRICTIONS

SECTION 15.1 Incorporation of Provisions from the Master Declaration. The provisions of Article XV of the Master Declaration shall be incorporated into this Declaration with the interpretation of such provisions to be applicable to River Ridge Section One and the Overlook Pointe Homeowners Association.

ARTICLE XVI. AMENDMENT OF DECLARATION

SECTION 16.1 General Amendments. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

- A. **Notice.** Notice of the subject matter of any proposed amendment

shall be included in the notice of the meeting at which the proposed amendment is to be considered.

B. Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or by Owners having in the aggregate at least a majority of the votes of all Owners.

C. Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws herein.

D. Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy percent (70%) in the aggregate of the votes of all Owners. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner, if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

SECTION 16.2 Special Amendments. No amendment to this Declaration shall be adopted which changes: (a) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same; or (2) the provisions of this Declaration with respect to casualty insurance or fidelity bonds to be maintained by the Corporation; or (3) the provisions of this Declaration with respect to reconstruction or repair of the Common Area in the event of fire or any other casualty or disaster; or (4) the provisions of this Declaration establishing the Architectural Review Committee and providing for its functions; or (5) the provisions of this Declaration with respect to the commencement of assessments on any Lot, without, in each and any of such circumstances, the approval of at least seventy percent (70%) of all Owners and at least seventy percent (70%) of all Mortgagees whose mortgage interest have been made known to the Board of Directors in accordance with the provisions of this Declaration.

SECTION 16.3 Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein or in any other documents, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any statutory requirements or (d) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments described in this Paragraph on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Paragraph shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Real Estate.

SECTION 16.4 Amendment Prior to the Applicable Date. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall

be no amendment of the Declaration prior to the Applicable Date without the consent and approval of Declarant.

SECTION 16.5 Recording. Each amendment to the Declaration shall be executed by any two officers of the Corporation and shall be recorded in the office of the Recorder of Hamilton County, Indiana, and such amendment shall not become effective until so recorded.

SECTION 16.6 Failure of Mortgagees to Respond. Any Mortgagee who receives a written request to approve an amendment and fails to give a negative response within thirty (30) days after receiving such request shall be deemed to have approved such request.

ARTICLE XVII. MISCELLANEOUS PROVISIONS

SECTION 17.1 Annexation Without Approval of Class "A" Membership. Declarant shall have the unilateral right, privilege, and option, from time-to-time at any time until all property described on Exhibit "C" has been subjected to this Declaration or January 31, 2015, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "C", attached hereto. Such annexation shall be accomplished by filing in the public records of Marion County, Indiana, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of Voting Members, but shall require the consent of the Owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Any property annexed to these Subdivisions shall be contiguous to the existing Subdivisions and shall be developed compatibly with existing development and development plans.

Declarant shall have the unilateral right to transfer to any other person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be an affiliate of the Declarant or the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

SECTION 17.2 Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of any Lot shall be subject to and shall comply with the provisions of this Declaration, the Plat Covenants, the Articles of Incorporation, the provisions of the Master Declaration, and the rules and regulations as adopted by the Board of Directors (and by the Board of Directors of the Master Association) as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that such provisions are accepted and agreed to by such Owner, tenant or occupant. All such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest in a Lot or the Real Estate as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons or other legal entities who may occupy, use, enjoy or control a Lot or any part of the Real Estate shall be subject to this Declaration, the Articles of Incorporation, the Master Declaration, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

SECTION 17.3 Association's Right to Purchase Lots. The Association shall have the right to purchase Lots, either from the Declarant or from any Builder, Owner, or foreclosure, sheriff's or tax sale. The Association may use reserve funds, regular budget funds, or a special assessment in order to do so.

SECTION 17.4 Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or

by that of any member of his family or his or their guests, employees, agents or lessees. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Lot or of the Common Area.

SECTION 17.5 Costs and Attorney's Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of this Declaration, the Articles of Incorporation, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Corporation shall be entitled to recover its reasonable attorney's fees incurred in connection with such default or failure.

SECTION 17.6 Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses, whether by Regular Assessment or by Special Assessment, by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Lot.

SECTION 17.7 Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles of Incorporation, or the Rules and Regulations adopted by the Board, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles of Incorporation, the Master Declaration, the Plat Covenants or the Rules and Regulations, and each shall be enforced to the greatest extent permitted by law.

SECTION 17.8 Interpretation. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires to the contrary, be deemed to refer to and include all genders. The singular shall include and refer to the plural and vice versa as appropriate. The captions and titles of the various articles and sections of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

If a conflict exists between the covenants contained in the Plat and those of this Declaration, the covenants in this Declaration shall prevail. However, to the extent that there is not a direct conflict, both the provisions of the Plat Covenants and the provisions of this Declaration shall apply.

If a conflict exists between the covenants contained in this Declaration and the covenants in the Master Declaration, the covenants in the Master Declaration shall prevail. However, to the extent that there is not a direct conflict, both the provisions of this Declaration and the provisions of the Master Declaration shall apply.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 22nd day of June, 1997.

R.N. THOMPSON DEVELOPMENT, INC.


R. N. Thompson, President

CHICAGO TITLE

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared R.N. Thompson, President of R.N. Thompson Development, Inc., an Indiana Corporation, Declarant herein, and acknowledged the execution of this Declaration this 1st day of JULY, 1997.

Judy K. Kierneyer
Notary Public
JUDY K. KIEMEYER
Printed Name

My commission expires: APRIL 8, 1998

My county of residence: MARION

IN WITNESS WHEREOF, the undersigned Trustees represent that they have the authority to execute this Declaration for and on behalf of the Land Trust Agreement dated May 29, 1997 and that reference to the terms of the Land Trust Agreement to determine such authority is not required, and have caused this Declaration to be executed this 14th day of July, 1997.

Land Trust Agreement
Dated May 29, 1997

Robert A. Rose, Esq. Trustee Heather McPherson, Trustee
Robert A. Rose, Esq., Trustee Heather McPherson, Trustee

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Robert A. Rose, Esq. and Heather McPherson, Trustees under a certain Land Trust Agreement dated May 29, 1997, Fee Owner herein, and acknowledged the execution of this Declaration this 14th day of July, 1997 and who, having been sworn, state that the representations contained therein are true.

Joann R. Huss
Notary Public
Joann R. Huss
Printed Name

My commission expires: 4-28-98

My county of residence: Hamilton

CHICAGO TITLE

This Instrument was prepared by William T. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600

(June 30, 1997)

Exhibits:

- *A. Legal Description of Section One
- *B. Preliminary Layout of Section One
- *C. Legal Description of any land estate which may be annexed into River Ridge Section One



CHICAGO TITLE

**LAND DESCRIPTION
RIVER RIDGE SECTION 1 A**

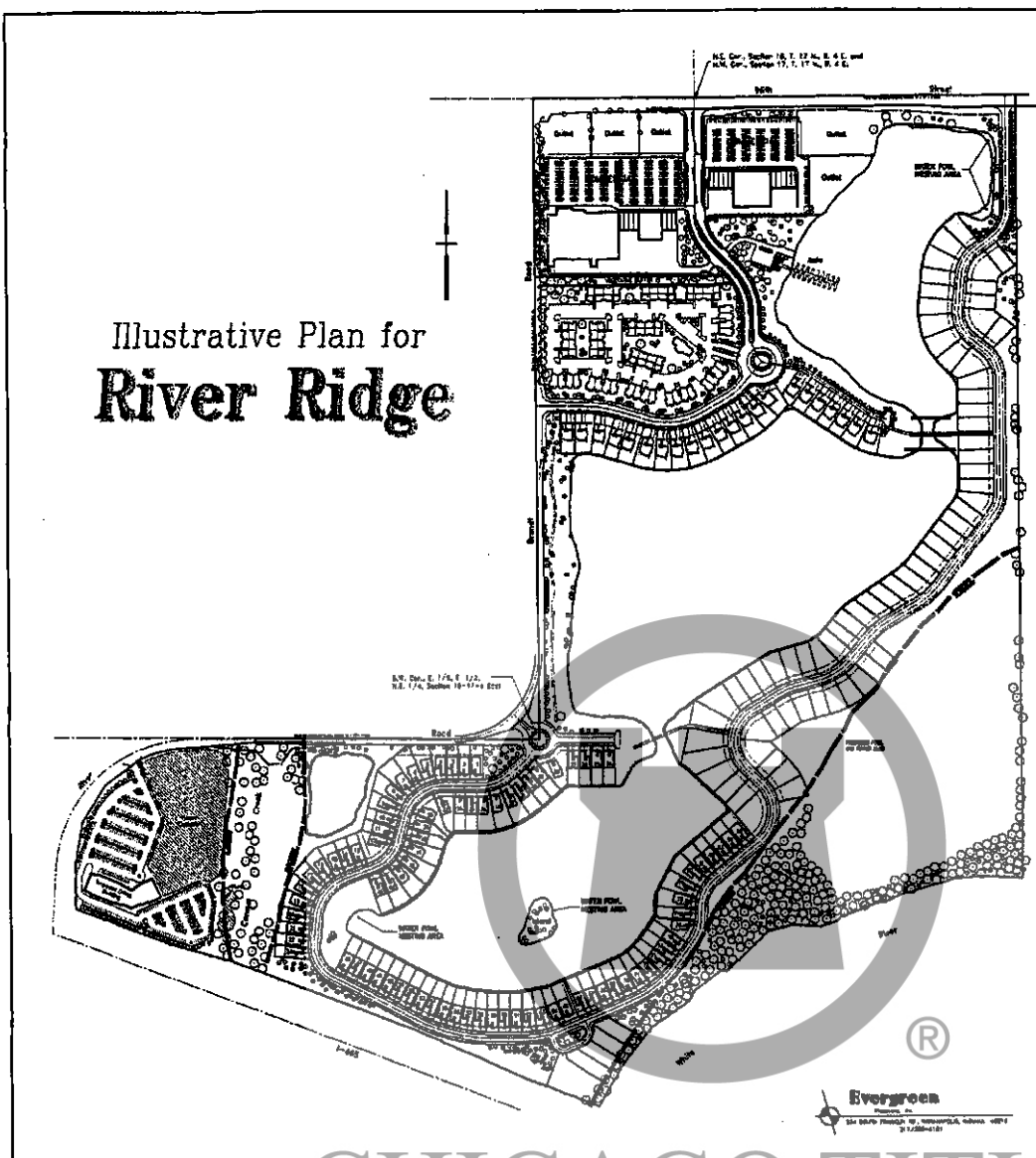
Part of the Northwest Quarter of Section 16 and part of the East Half of the Northeast Quarter Section 17, Township 17 North, Range 4 East of the Second Principal Meridian, Washington Township, Marion County, Indiana and described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16 and being also the Northeast corner of the Northeast Quarter of said Section 17;
thence North 90 degrees 00 minutes 00 seconds West (an assumed bearing) along the North line of said Northeast Quarter a distance of 671.75 feet to the Northwest corner of the East Half of the East Half of said Northeast Quarter;
thence South 00 degrees 11 minutes 31 seconds East along the West line of said East Half a distance of 1085.01 feet to the POINT OF BEGINNING;
thence North 89 degrees 48 minutes 29 seconds East 25.00 feet;
thence South 00 degrees 11 minutes 31 seconds East 19.91 feet;
thence South 07 degrees 20 minutes 50 seconds East 136.51 feet;
thence South 48 degrees 40 minutes 25 seconds East 22.53 feet;
thence South 90 degrees 00 minutes 00 seconds East 134.42 feet to a tangent curve to the right and from which the radius point bears South 00 degrees 00 minutes 00 seconds West;
thence Easterly along said curve an arc distance of 164.93 feet to a point from which the radius point bears South 17 degrees 30 minutes 00 seconds West, said curve having a radius of 540.00 feet;
thence South 72 degrees 30 minutes 00 seconds East 115.14 feet to a tangent curve to the left and from which the radius point bears North 17 degrees 30 minutes 00 seconds East;
thence Easterly along said curve an arc distance of 2.32 feet to a point from which the radius point bears North 16 degrees 59 minutes 15 seconds East, said curve having a radius of 260.00 feet;
thence South 16 degrees 59 minutes 15 seconds West 230.00 feet;
thence South 00 degrees 11 minutes 31 seconds East 148.39 feet;
thence South 89 degrees 48 minutes 29 seconds West 399.57 feet to the West line of the East Half of the East Half of the Northeast Quarter of said Section 17;
thence North 00 degrees 11 minutes 31 seconds West along said West line 600.00 feet to the point of beginning and containing 4.20 acres more or less.

Subject to all legal easements and rights of way of record.

Exhibit "A"

Illustrative Plan for River Ridge



CHICAGO TITLE

Exhibit "B"

LAND DESCRIPTION

**Tract No. 1
5501 E. 96th Street**

A tract of land located in part of the West Half of Section 16 and part of the East Half of Section 17, Township 17 North, Range 4 East of the Second Principal Meridian, Marion County, Indiana and described as follows:

Beginning at the Northwest corner of said Section 16;
thence North 89 degrees 41 minutes 08 seconds East (an assumed bearing) along the North line of said Section 16 a distance of 1319.47 feet;
thence South 00 degrees 14 minutes 50 seconds East 3270.00 feet to the normal high water line on the North side of the White River, the following seventeen (17) calls being along said water line;
thence North 87 degrees 00 minutes 00 seconds West 170.00 feet;
thence South 86 degrees 00 minutes 00 seconds West 100.00 feet;
thence South 74 degrees 00 minutes 00 seconds West 240.00 feet;
thence South 66 degrees 00 minutes 00 seconds West 70.00 feet;
thence North 90 degrees 00 minutes 00 seconds West 20.00 feet;
thence South 69 degrees 00 minutes 00 seconds West 180.00 feet;
thence South 37 degrees 00 minutes 00 seconds West 20.00 feet;
thence South 71 degrees 00 minutes 00 seconds West 70.00 feet;
thence North 86 degrees 00 minutes 00 seconds West 120.00 feet;
thence South 74 degrees 30 minutes 00 seconds West 100.00 feet;
thence South 46 degrees 00 minutes 00 seconds West 240.00 feet;
thence South 90 degrees 00 minutes 00 seconds West 30.00 feet;
thence South 52 degrees 30 minutes 00 seconds West 130.00 feet;
thence South 29 degrees 00 minutes 00 seconds West 50.00 feet;
thence South 55 degrees 00 minutes 00 seconds West 200.00 feet;
thence South 37 degrees 30 minutes 00 seconds West 200.00 feet;
thence South 30 degrees 00 minutes 00 seconds West 188.95 feet to the Northerly Right of Way for Interstate Highway No. 465 as shown on the Indiana State Highway Commission Plans, Project No. I-465-4(129)127, Sheet 17, dated 1964, the following five (5) calls being along said Northerly right of way;
thence North 69 degrees 08 minutes 24 seconds West 305.75 feet;
thence North 66 degrees 16 minutes 39 seconds West 500.62 feet;
thence North 69 degrees 08 minutes 24 seconds West 779.52 feet to the centerline of Carmel Creek as it now exists, the following ten (10) calls being along said centerline;

thence North 02 degrees 30 minutes 00 seconds West 77.54 feet;
thence North 20 degrees 07 minutes 00 seconds East 55.00 feet;
thence North 13 degrees 14 minutes 00 seconds East 150.00 feet;
thence North 17 degrees 17 minutes 00 seconds West 75.00 feet;
thence North 41 degrees 57 minutes 00 seconds East 60.00 feet;
thence North 08 degrees 48 minutes 00 seconds West 60.00 feet;
thence North 05 degrees 10 minutes 00 seconds East 110.00 feet;
thence North 08 degrees 32 minutes 00 seconds East 180.00 feet;
thence North 05 degrees 20 minutes 00 seconds East 60.00 feet;
thence North 17 degrees 12 minutes 00 seconds East 44.35 feet to the Southerly
right of way for River Road as described in the above referenced deed, Inst.
No. 93-0045751, the following four (4) calls being along the Southerly line
of said right of way;
thence North 89 degrees 48 minutes 29 seconds East 39.20 feet;
thence North 33 degrees 51 minutes 57 seconds East 78.94 feet;
thence North 85 degrees 17 minutes 10 second East 179.89 feet;
thence North 74 degrees 58 minutes 06 seconds East a measured distance of 41.69 feet
(51.89 feet by deed) to the Southerly line of North River Road;
thence North 89 degrees 37 minutes 12 seconds West along said Southerly line a
measured distance of 369.79 feet (379.64 feet by deed);
thence North 00 degrees 22 minutes 48 seconds East 16.50 feet to the North line of the
Southeast Quarter of said Section 16;
thence South 89 degrees 37 minutes 12 seconds East along said North line 1185.83 feet to
the Southwest corner of the East Half of the East Half of the Northeast Quarter of said
Section 17 and being also the centerline of Brandt Road (also known as Ford Road);
thence North 00 degrees 11 minutes 30 seconds West along the West line of said Half
Half Quarter Section and also the centerline of Brandt Road 2672.76 feet to the
Northwest corner of said Half Half Quarter section;
thence South 90 degrees 00 minutes 00 seconds East along the North line of the Northeast
Quarter of said Section 17 a distance of 671.76 feet to the point of beginning.

Excepting therefrom a Grant of Right of Way to the City of Indianapolis, Department of
Transportation, described in Instrument Number 73-37708 and recorded in the Office of
the Marion County Recorder and being a part of the Northwest Quarter of Section 16,
Township 17 North, Range 4 East in Marion County, Indiana, more particularly described
as follows:

Beginning at the Northwest corner of the Northwest Quarter of Section 16, Township 17
North, Range 4 East;

thence North 89 degrees 58 minutes 30 seconds East (assumed bearing) on and along the North line of said Northwest Quarter 385 feet;
thence South 00 degrees 00 minutes 00 seconds East parallel with the West line of said Northwest Quarter 50 feet;
thence South 89 degrees 58 minutes 30 seconds West parallel with the North line of said Northwest Quarter 385 feet to the West line thereof;
thence North 00 degrees 00 minutes 00 seconds East on and along aforesaid West line 50 feet to the place of beginning, containing 0.44 acres more or less.

The above described tract of land having a total net acreage of 196.663 acres more or less.



CHICAGO TITLE

Exhibit "C"

