

RESTRICTIVE COVENANTS
OF
WOODRIDGE COMMONS

Woodridge Commons, Inc., as Owner and Developer of Woodridge Commons, a subdivision located in Pittsboro, Middle Township, Indiana and more particularly described on attached Exhibit "A", does hereby restrict and covenant the lots of said subdivision and other areas within the boundary of said subdivision and themselves, its grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and association and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

PC5/198/2

1. Definitions.

A. "Committee" shall mean the Architectural and Environmental Control Committee composed of Gregory A. Conwell, Cameron Sullivan, and Jeremy Tucker, or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an Owner or Developer as hereinafter defined.

B. "Owner" shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

C. "Developer" shall mean Woodridge Commons, Inc., (Gregory A. Conwell, President, and Cameron Sullivan, Vice-President) or their successors and/or assigns.

D. "Plat" or "Plats" shall mean the subdivision plat or plats for Woodridge Commons, a subdivision in Pittsboro, Middle Township, Hendricks County, Indiana.

E. "Development" shall mean and refer to the residential development known as Woodridge Commons, which now exists or may hereafter be created within the real estate described on attached Exhibit "A" as and being the same as shall be subdivided by Plat or Plats.

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F. "Development Period" shall mean and refer to the period of time during which Developer owns any one (1) lot within the Development.

G. "Easements" shall mean and refer to certain "Drainage and Utility Easements", "Irregular Easements" and "Pedestrian Easements" which are referenced on the Plat.

H. "Lot" shall mean any numbered parcel of real estate shown and identified as a Lot on the Plat.

I. "Retention Pond" shall mean that area in development used as such within a Drainage Easement and is hereby created and reserved:

1. solely for the common visual and aesthetic enjoyment of the Owners of Lots 28-31;
2. for the use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, and nature areas, if any;
3. for the use as retention and detention ponds or lakes, and nature areas, if any; and,

J. "Association" shall mean the Woodridge Commons Property Owners Association, Inc. as created by the Developer and of which each Owner shall be a part.

2. Covenants for maintenance assessments through the Association.

A. Creation of the Lien and Personal Obligation of Assessments.

The Developer hereby covenants, and each subsequent owner of all Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

B. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all Lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of all Easements, private yards, ponds, streets and entranceways situated

upon the development including, but not limited to, the payment of insurance, repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

C. **Basis and Amount of Annual Assessments.** The original assessment pursuant to the Covenants of Woodridge Commons subdivision shall be in the amount of \$50.00 per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the Easements, private yards, ponds, streets and entranceways. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from Developer for any lots owned by them or otherwise.

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

E. **Change in Basis and Maximum of Annual Assessments.** Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. However, Developer may change the amount of the annual assessment at any time during the development period with a sixty (60) day written notice to the owners.

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

G. **Date of Commencement of Annual Assessments. Due Dates.** The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the

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assessment, assessments shall be considered as paid in advance and shall be levied against any lot, which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.

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

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

I. **Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien: Remedies of Association.** If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$100.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee, and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fee action.

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

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

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

L. **Voting, Board and Developer.** Each owner of a lot in the Development shall be a member of the Association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of three (3) members, Gregory A. Conwell, Cameron Sullivan, and Jeremy Tucker, which Initial Board shall serve until the sale of all lots in the Development.

3. **Land Use.** Lots shall be used only for single-family residential purposes. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession. Where an owner acquires adjoining lots for the purpose of building one dwelling across the common lot line, any side lot line set back restrictions or regulations shall not apply to said common lot line. No structure shall be built across lot lines coinciding with sanitary sewer easements, drainage easements, and utility easements.

4. **Dwelling size.** No dwelling shall be erected, altered, placed, or permitted to remain on any lot other than one (1) single-family residence not to exceed one (1) story in height. Dwellings on all lots shall have private attached garages for no more than three (3) cars. The ground floor area of the residence, excluding garages and one-story porches, shall be not less than 1500 square feet. All dwellings must be erected in accordance with the building set back lines as designated on the plat.

5. **Building Lines.** Front building lines are established as shown on the Plat between which lines and the property lines or the street, no structure shall be erected or maintained. Side building lines are established as shown on the Plat between which lines and the property lines or the street, no structure shall be erected or maintained.

6. **Temporary Structures.** No trailer, tent, shack, basement, garage, barn, above ground storage tank, or other outbuilding, or temporary structure shall be used for temporary residential purposes on the property, and no boat, trailer, recreational vehicle, truck larger than 3/4 ton pick-up, or camper of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon said Lot except within a garage.

7. **Businesses.** No structure or any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession.

8. **Architectural Design.** No home, building, wall, fence, landscaping, or any other structure or improvement shall be constructed, erected, placed, or altered in the Development until the location plan,

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building plans, and specifications have been first submitted to, and approved by, the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. Specifically, the roof pitch of all dwellings shall have a pitch of not less than 8/12. All dwellings shall have 100% brick, stone and/or dryvet or the equivalent on the ground floor level. Vinyl or aluminum siding shall be allowed on the remainder.

9. Animals. No animals, or poultry shall be raised, bred or kept upon any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

10. Construction and Repair Time. A dwelling on each Lot shall be commenced, under a properly issued building permit. Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date of issuance of the building permit.

Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.

11. Utility Building and/or Barn. No storage or utility buildings, barns or other outbuildings are permitted, except that a pool house is allowed on lots with pools. Prior pool house approval must be obtained from the Architectural Control Committee before construction.

12. Signs. The only signs permitted to be erected or displayed by lot Owners on their respective lots are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the Owner no more frequently than two days twice each year, a single sign placed by an Owner to advertise the property for sale or rent or to prohibit hunting, trapping, or fishing.

13. Storage Tanks. Any gas or oil storage tanks used in connection with a Lot shall comply with the laws, rules and regulations of the Indiana State Fire Marshall, the Environmental Protection Agency, and all other relevant governmental bodies. Tanks shall be located within a garage or house such that they are completely concealed from public view.

14. Hunting and Trapping. Trapping, fishing and boating are permitted in this subdivision only for those Owners of lots contiguous to a lake and as approved by the Association. Hunting is prohibited in this subdivision for all persons.

15. Fences. No fence of any kind allowed except as approved by Committee for pool areas.

16. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed, or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street line. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

17. Water Supply and Sewage Disposal. No private or semi-private water supply or sewage disposal shall be located upon any Lot in the Development, which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, Hendricks County Board of Health, or other civil authority having jurisdiction. Approval of such systems shall be obtained from said authority. If, in the future, public water and sewage disposal facilities are made available to the lot owners in this subdivision, each owner therein shall attach to such facilities within two (2) years of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

18. Vehicle Parking. No car, boat, truck, motor home or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage. No vehicle of any kind shall park on any road in this subdivision for more than twenty-four (24) hours.

19. Landscaping. The landscaping design shall be submitted with the Building Plan to be approved by the Committee. Initial landscape must be completed within one (1) month after completion of dwelling and must include at least three (3) trees.

20. Maintenance of Lots and Improvements. The Association shall maintain the private yard and landscaping of all Lots in the Development. The Owner shall maintain the residence and all other improvements on their Lot in the Development to prevent the same from becoming unsightly in manner that reasonably tends to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state or repair. No Lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from the Street, except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. In the event the Owner fails to meet this provision, then the Developer shall make the necessary arrangements for compliance; the Developer may file a lien upon the respective Lot for the expense of such compliance and for costs associated with the lien; any action to foreclose the lien shall include attorney fees and the costs thereof.

21. Nuisances. No noxious or offensive activity shall be carried out or allowed to be carried out on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the residents of the Development.

22. Basements. Basements may be constructed in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.

23. Driveways. Residential driveways shall be constructed of Portland cement concrete. Pavements shall be a minimum of four inches (4") thick excluding sub-base material. The driveway shall be completed not later than the completion of the construction of the dwelling. The Owner shall be responsible for maintenance of the driveway.

24. Swimming Pools. No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Any such fence shall be approved by the Committee prior to installation. The Owner shall be responsible for maintenance of the swimming pool.

25. Crawl Space and Foundation Drains. No crawl spaces, eaves troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street. Crawl space drains, foundation drains and basement drains intercepting and carrying only excess ground water may connect to subsurface drains already in place for that purpose. Should any subsurface drain become blocked, partially blocked, or damaged with resulting damage to another lot Owner and/or to the drainage system of any street, the Owner causing said blocking and/or damage shall be liable for all damages to the injured party or parties, the Developer, or Hendricks County, and shall hold all contractors, engineers, developers, other lot Owners, and said county harmless from any liability.

26. Sidewalks. Concrete sidewalks with a minimum of four feet (4') shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective Lots. Sidewalks shall be installed prior to issuance of Certificate of Occupancy. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.

27. Mailboxes. Size, location, lighting, height, color, and composition of every mailbox shall be approved by the Committee prior to installation and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General.

28. Tennis Courts Racquetball Courts, Paddle Ball Courts, etc. Construction of tennis courts, racquetball courts, paddle ball courts, squash courts, etc. are required to be approved by Committee prior to commencement of any construction work related thereto. Lighted courts are not permitted. An application to the Committee for the construction of a racquet sport court shall be accompanied by an application for an acceptable fence design.

29. Retaining Walls. Approval of the Committee shall be required prior to installation of any retaining wall. Retaining walls which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern are not permitted.

30. Play Equipment. Children's play equipment, including but not limited to sandboxes, temporary swimming pools having a depth of less than twenty-four (24) inches, swing and slide sets, playhouses and tents shall be permitted without prior approval of the Committee, provided, however, that such equipment shall not be more than eight (8) feet high, shall be in good repair (including paint) and every reasonable effort shall have been made to screen or shield such equipment from view. With respect to equipment higher than eight (8) feet, prior approval by the Committee of the design, location, color, material and use shall be required. The Owner shall be responsible for maintaining any play equipment.

31. Clothes Lines. Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.

32. Garbage and Other Refuse. No Owners of a Lot in the Development shall burn or permit the burning out of doors of leaves, garbage or other refuse, nor shall any Owner accumulate or permit the accumulation of out of doors of such refuse on his Lot except as may be permitted in Paragraph 33, below. All residential dwelling structures built in the Development shall be equipped with a suitable garbage can or container.

33. Trash Receptacles. Every outdoor can or container for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development, except at the times when refuse collections are being made. Every such can or container shall be secured so as to prevent entry by insects and animals.

34. Gardens. No garden shall extend in front of the back of the house.

35. Ditches and Swales. It shall be the duty of the Association to keep drainage ditches and swales in the Development continuously unobstructed and in good repair. It is the obligation of the Owner to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subsection.

36. Rules Governing Building and Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of the said Lots as a site for a single-dwelling residential structure, such Lot Owner shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single-dwelling house shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with a one-single dwelling residential structure. However, no such combination of Lots shall, by itself, reduce any member's vote with the Association (i.e., each Owner will still have one vote for each Lot owned.)

37. Blanket Easement. Each Lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainage ways and sub-surface drains of the drive, with this blanket temporary easement being supplementary to the easements depicted on the Plat.

38. Access to Retention Pond. No Owner, other than Owners of lots contiguous to the pond, shall have access or rights, riparian or otherwise to the lake, namely Lots Numbered 28-31. Each Owner of a lot, which is contiguous to the pond, shall have equal rights and privileges of use with all other such Owners, subject to reasonable rules and regulations as set by the Association.

39. Improvements in Pond or Pond Area. There shall be no fences, piers, decks or other structures or improvements made within the pond or pond area without approval of the Committee or Association.

40. Street Lights. A street light shall be mandatory on every lot, the location to be determined the Architectural Control Committee. Developer shall install said street lights at Lot Owner's cost. The Association shall be responsible for maintenance of said light at the Owner's expense.

41. Street Address. The designation of a street address for any dwelling, including location, style, color and material shall be approved by the Committee. The Committee requires the street address of each dwelling to be carved in stone and located on the exterior of each dwelling.

42. Builders. Construction of dwellings within the Development are limited to those builders approved by the Committee.

43. Dedicated Easements. Each Owner of a lot in the Development will take his title subject to the rights of utility companies, the Developer, Hendricks County, the Committee, and the other lot Owners in those certain strips or areas of ground designated "utility easement" and "drainage easement" as each appears on the Plat. No permanent or other structures may occupy said easements excepting fences and the facilities for which the easements are reserved. Any structure erected within such an easement may be removed by the easement holder

(at the lot Owners' expense) in necessary to the proper operation and maintenance of the facilities for which the easement is reserved. No facility shall occupy any easement in a position that will obstruct a property line or corner.

44. Improvement Location Permit. In addition to the approval of the Committee prior to construction of a dwelling, lot Owners must obtain an Improvement Location Permit from the Hendricks County Plan Commission before any structure, improvement, or land use may be altered, changed, place, erected, or located in the Development.

45. Enforcement. The Association, Committee, or any Owner of any Lot or Lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The successful party to any such action shall recover attorney fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.

If any Owner of a Lot in this subdivision shall fail to perform his or her obligations required herein, the Association or Committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and perform such duties as may be reasonable or necessary to make said Lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Association or Committee shall be collected in any reasonable manner from the Owner. Neither the Association, Committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the Owner or Owners of that Lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the Association or Committee, such charge has remained due and payable for an unreasonable long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owed, in any court of competent jurisdiction. The Owner of the Lot or Lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every Owner of a Lot in this subdivision, and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

46. **Term.** These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the Lot Owners has been recorded agreeing to change said covenants in whole or in part. Developer hereby reserves the right, from time to time and at any time during the Development Period, to modify, supplement or amend this Declaration, without the consent of any Owner or Party in Interest; provided that Developer records the modification in the Office of the Recorder of Hendricks County, Indiana, and the modification is for any one or more of the following purposes: (i) to clarify one (1) or more covenants, conditions, terms or provisions in this Declaration, without materially changing the substance thereof; or (ii) to change the substance of one (1) or more covenants, conditions, terms or provisions of this Declaration; provided that such change shall not materially increase the obligation(s) of any Owner (other than Developer) under any covenant, condition, term or provision without such Owner's consent, unless such change is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any Municipality or court having jurisdiction.

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

IN WITNESS WHEREOF, the said party as developers of the above-described subdivision has hereunto set its hand and seal this 30th day of July, 2004.

WOODRIDGE COMMONS, INC.

By: Gregory A. Conwell
Gregory A. Conwell, President

By: Cameron Sullivan V.P.
Cameron Sullivan, Vice-President

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public, in and for said County and State, personally appeared, Gregory A. Conwell, President and Cameron Sullivan, Vice-President of Woodridge Commons, Inc., who acknowledged the execution of the foregoing to be their voluntary act and deed for the uses and purposes contained therein.

WITNESS my hand and seal this 30th day of July, 2004.

My Commission Expires:	<u>August 7th 2011</u>	<u>Anita Risch</u>
		Notary Public - Signature
Resident of <u>Hendricks</u> County		<u>Anita Risch</u>
		Notary Public - Printed Name

This instrument was prepared by Ben Comer, Attorney-at-Law, Comer Law Office, P.O. Box 207, Danville, IN 46122, (317-745-4300).

EXHIBIT "A"

LEGAL DESCRIPTION

A part of the Northeast Quarter of the Northeast Quarter of Section 1, Township 16 North, Range 1 West and a part of the South Half of the North Half of Section 6, Township 16 North, Range 1 East, all in the Town of Pittsboro, Middle Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at a stone found representing the Northwest corner of the South Half of the North Half of said Section 6; thence South 89 degrees 52 minutes 31 seconds East on and along the North line of the South Half of the North Half of said Section 6 a distance of 278.71 feet to the POINT OF BEGINNING of this description; thence continuing South 89 degrees 52 minutes 31 seconds East on and along said North line 1035.99 feet to the Northeast corner of lot numbered three (3) in Ashton Park, Section 1, a subdivision in the Town of Pittsboro, per the plat thereof recorded as Instrument Number 200300031555, in Plat Cabinet 5, Slide 86, Page 1, in the Office of the Recorder of said County; thence the following five (5) courses being on and along the West boundary of said subdivision; (1) South 00 degrees 13 minutes 01 second West 425.00 feet; (2) North 89 degrees 46 minutes 59 seconds West 8.00 feet; (3) South 00 degrees 13 minutes 01 second West 50.00 feet; (4) South 89 degrees 46 minutes 59 seconds East 8.00 feet; (5) South 00 degrees 13 minutes 01 second West 125.00 feet to a point on the North line of lot numbered ten (10) within said subdivision; thence North 89 degrees 52 minutes 29 seconds West 1318.00 feet to a point on the West line of the Northwest Quarter of said Section 6; thence North 00 degrees 31 minutes 56 seconds East 114.49 feet to a stone found representing the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 1, Township 16 North, Range 1 West; thence North 88 degrees 51 minutes 50 seconds West 202.20 feet to a point on the centerline of the Pittsboro-Danville Road; thence North 14 degrees 32 minutes 20 seconds East on and along said centerline 319.29 feet; thence South 89 degrees 04 minutes 54 seconds East 404.42 feet; thence North 00 degrees 16 minutes 35 seconds East 178.30 feet to the POINT OF BEGINNING and containing 18.16 acres, more or less. Subject to all restrictions, rights-of-way and easements of record.

AMENDMENT TO RESTRICTIVE COVENANTS OF WOODRIDGE COMMONS

WHEREAS, there ^{exists} Restrictive Covenants of Woodridge Commons, as recorded October 14, 2004, in Public Record Volume 541, Pages 2125-2148, in the Office of the Recorder of Hendricks County, Indiana; and

WHEREAS, pursuant to paragraph number forty-six (46) the Developer hereby invokes its right to modify and amend the Covenants without the consent of any owner.

NOW THEREFORE, the Covenants for the Subdivision are altered, changed and amended as follows:

1. Paragraph 2. C. Basis and Amount of Annual Assessments is changed in its entirety to be as follows:

C. Basis and Amount of Annual Assessments. The original assessment pursuant to the Covenants of Woodridge Commons subdivision shall be in the amount of \$50.00 per month per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the Easements, private yards, ponds, streets and entranceways. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from Developer for any lots owned by them or otherwise.

2. Paragraph 10. Construction and Repair Time is revised in its entirety to read as follows:

10. Construction and Repair Time. A dwelling on each Lot shall be commenced, under a properly issued building permit. Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date of purchase of lot.

3. Paragraph 40. Street Lights is hereby deleted in its entirety.

All other terms and conditions of said Covenants shall remain in full force and effect as written except as amended herein.

So amended this 28th day of April, 2005.

WOODRIDGE COMMONS, INC.

By: Gregory A. Conwell
Gregory A. Conwell, President

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public, in and for said County and State, personally appeared Gregory A. Conwell, the President of Woodridge Commons, Inc., who acknowledged the execution of the foregoing to be his voluntary act and deed for the uses and purposes contained therein.

WITNESS my hand and seal this 28th day of April, 2005.

My Commission Expires:
August 7th 2011

Resident of Hendricks County

Anita Risch
Notary Public - Signature
Anita Risch
Notary Public - Printed Name

This instrument was prepared by Ben Corner, Attorney-at-Law, Corner Law Office, PO Box 207, Danville, IN 46122. (317-745-4300).

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SCRIVENER'S AFFIDAVIT

Ben Comer, being first duly sworn upon his oath deposes and states:

1. That I was the preparer of certain Restrictive Covenants of Woodridge Commons dated July 30, 2004 and recorded October 14, 2004 in Public Record 541 page 2135 as Instrument No. 200400031843 in the office of the Recorder of Hendricks County, Indiana.

2. That the intent was to record the Covenants prior to recording the Final Plat, however the Plat was inadvertently recorded prior to the Covenants.

3. That the purpose of this affidavit is to correct the legal description due to the recording sequence.

4. That the legal description contained on Exhibit "A" within said Covenants was inaccurate and that the correct legal description of said real estate should have the following statement added to it:

Also described as:

The Final Plat of Woodridge Commons as recorded October 14, 2004 in Plat Cabinet 5, Slide 198, Page 2 in the Office of the Recorder of Hendricks County, Indiana.

Further affiant sayeth not.



Ben Comer

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Ben Comer, who acknowledged the execution of the foregoing Scrivener's Affidavit, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 26 day of October, 2004.





Signature of Notary Public

Printed Name of Notary Public

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

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Subject: ccr's - hendricks / Woodridge Commons, pittsboro

From: McGraw, Toni (McGrawA@CTT.com)

To: fairland@prodigy.net;

Date: Monday, October 12, 2015 12:13 PM

Should only be one section

Thank you!!!

TONI MCGRAW

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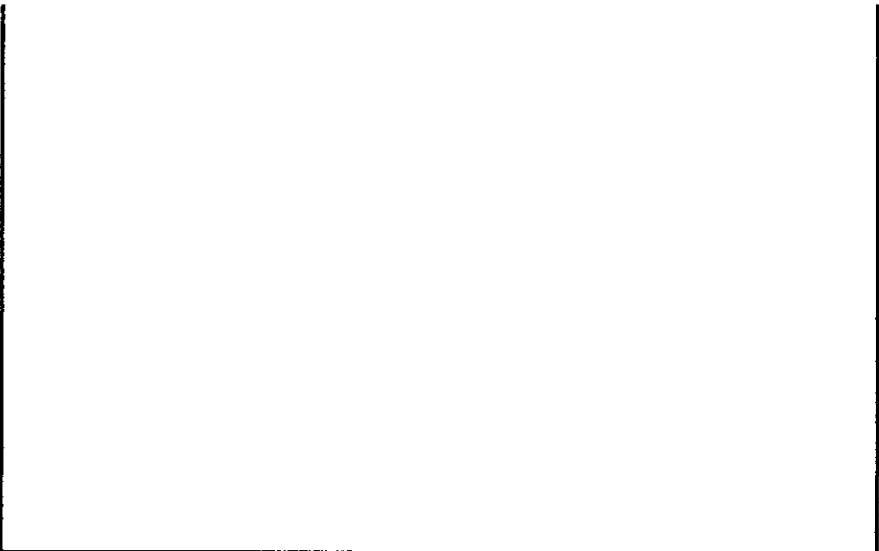
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Attachments

- image001.jpg (4.23KB)
- image002.png (926B)
- image003.jpg (2.09KB)