DECLARATION OF RESTRICTIONS OF BRIDGEOATER

THIS DECLARATION made this ___ day of ___ , 1981, by The Marina Limited Partnership, an Indiana Partnership (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, the Developer is the owner of the lands contained in the area shown on Exhibit "A", Phase I, attached hereto and made a part hereof and depicted as the non-shaded area on Exhibit C, which lands will be subdivided (all of which are hereinafter referred to as the "Development"); and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions, and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and the future owners thereof.

NOW, THEREFORE, The Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be inFurthermore of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development.

The Developer specifically reserves unto itself the right and privilege to include additional real estate to the Development which is reflected in Exhibit "A."

The additional real estate which could be added to Exhibit "A" is contiguous to the development and lies within the real estate described in Exhibit "B" attached hereto and made a part hereof and incorporated herein, and depicted as the shaded area in Exhibit C (2.5 acres of which lies in Marshall county). The real estate depicted on Exhibit "B" shall be deemed and labeled additional real estate and if added at the Developer's option will become part of the original development, for all
purposes hereunder, when declarant places of record in Hamilton County, Indiana and/or Marion County, Indiana, an instrument entitled Designation of Additional Real Estate, which would recite therein the real estate described. Upon the recording of such instrument or instruments, the real estate which would be described therein shall for all purposes thereafter be deemed additional real estate and the owners of any lots within such additional real estate shall be deemed for all other purposes to have all rights, duties, privileges and obligations of owners of lots within the original real estate Declaration, as herein provided, without regard to whether the common properties have been conveyed by the declarant to the corporation or property owner's association, as hereinafter defined in accordance with the terms of the Declaration and without regard to the record ownership of the common properties. For purposes of this paragraph a plat depicting a portion of the development area shall be deemed to be a designation of additional real estate. The decision whether to add additional real estate to the original development shall be at the sole discretion of the developer and that no act on behalf of the developer in adding real estate to the original development is intended to nor shall it be construed as transferring or any ownership interest until such time as the real estate is platted and the lots are sold to individual owners.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the Bridgewater Development Control Committee, composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer. The Developer may, at its sole option at any time hereafter relinquish to the Association the power to appoint and remove one or more members of the committee.

B. "Association" shall mean the Bridgewater Property Owners' Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 10 of this Declaration.

C. "Lot" shall mean any parcel of real estate excluding "Blocks", whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Hamilton County, Indiana and the office of the Recorder of Marion County, Indiana.

D. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing, signed with respect to the Developer or the Association, by the President or a Vice President thereof, and with respect to the Committee, by two members thereof.
E. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of any obligation.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single-family residential purposes. No structures shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house and such outbuildings as are usually accessory to dwelling houses.

Prior to issuance of an Improvement Location Permit, a delineation of the lot shall be submitted for approval to the Development Control Committee. Said delineation shall indicate all trees which have a diameter of more than twelve (12) inches caliper at a point five feet above the tree's natural base and which are located outside the building, driving, and parking areas. These shall be designated by type and size and shall not be removed unless approved by the Development Control Committee upon proof of unusual hardship in the practical utilization of the lot and such removal shall not cause a materially adverse effect upon the aesthetic values of adjoining lands and rights-of-way.

Removal or destruction of such trees by a lot owner or his successors in title, other than by acts of God or circumstances beyond the lot owner's control, within ninety (90) days notice in writing, shall be replaced by a tree of a type and size established by the Development Control Committee, and upon failure to do so, the Development Control Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the property collectable in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien. For the purposes of executing this covenant, an easement for ingress and egress shall be reserved on each lot for the performance thereof.

Also, adequate physical barriers, such as straw bales or snow fence, shall be proved by the builder to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements. Pruning of trees outside the building line shall be permitted subject to the review and approval of the Development Control Committee and shall be undertaken only by qualified persons having adequate equipment to properly protect and preserve such trees.

In addition to individual site plan restrictions and tree preservation requirements administered by the Development Control Committee, platted building lines, minimum distances between buildings and minimum front and rear building lines shall be established on each plat. Since the entire perimeter is heavily wooded, additional ornamental plantings or other landscape devices should be minimal with
primary emphasis being placed upon preservation of natural amenities and enforced by the Development Control Committee as hereinbefore stated.

B. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuilding shall be erected on any of the residential lots prior to the erection thereon of a single-family dwelling house, and in no event shall any such accessory outbuilding which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation. No metal or temporary outbuildings shall be permitted on any lot in the development.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties. The foregoing is subject to the rules, regulations and ordinances of the City of Noblesville and of its building commissioners or directors of planning, and of the city of Indianapolis and its Department of Metropolitan Development or appropriate entity.

D. Other Restrictions. All tracts of land in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision, on recorded easements, rights-of-ways, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, or accessory buildings shall be as specified in the recorded plat of the various sections of the Development. Basements shall not be included in the computation of the minimum living area except for that portion of a walkout basement which is to be finished as a living area.

B. Residential Set-Back Requirements.

(i) In General. Unless otherwise provided in these Restrictions or on the record plat, no dwelling house or above-grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

(ii) Definitions. "Side line" means a lot boundary line that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and
substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

(iii) **Front Yards.** The front building set-back lines shall be the designated number of feet from the right-of-way of the road upon which the lot abuts as set forth upon the plats of the Development.

(iv) **Side Yards.** The side yard set-back lines shall not be less than ten (10) feet from either side line of the lot and the total of both side yards shall be not less than twenty percent (20%) of the minimum lot width.

(v) **Rear Yards.** The rear set-back line shall be at least twenty (20) feet from the rear line. In the case of lots which abut Geist Reservoir, a twenty (20) foot easement in favor of the Indianapolis Water Company must be observed in addition to any special considerations required by governmental authority with regard to wetlands.

C. **Fences and Trees.** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved by the committee as to size, location, height and composition before it may be installed. A lot must have at least two (2) trees growing upon it in the front yard by the time the house is completed.

D. **Individual Yard Lights Required on Each Lot.** At the time that the owner of the lot in the Development completes the construction of a home on his lot, he shall install or cause to have installed a dusk to dawn yard light in the front yard of his lot. The design, type and location of the yard light shall be subject to the approval of the Committee which may require, for the purpose of uniformity and appearance, that said yard light be purchased from the Developer or its designee.

E. **Mailboxes.** Owners of a lot in the Development shall install or cause to have installed a mailbox which shall be in accordance with the design, type and location of a mailbox approved by the Committee. The Committee may require, for the purpose of uniformity and appearance, that the mailbox be purchased from the Developer or its designee.

F. **Exterior Construction.** The finished exterior of every building constructed or placed on any lot in the Development shall be of material acceptable to and approved by the Development Control Committee. All driveways must be paved with asphalt or concrete from their point of connection with the abutting street or road.

G. **Heating Plants and Garages.** Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house. Every house in the Development must have
at least a two-car garage, attached or detached of the same architectural design and material as that of the house constructed on the lot.

H. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within twelve (12) months after the beginning of such construction or placement. 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.

I. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

J. Maintenance of Lots and Improvements. The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall:

(i) Now the lot at such times as may be reasonably required in order to prevent unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

(vi) Within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.

K. Association's Right to Perform Certain Maintenance. In the event that the owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said lot and repair, now, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The cost therefor to the Association shall be added to and become a part of the annual charge to which said lot is subject and may be collected in any manner in which
such annual charge may be collected. Neither the Association or any of
its agents, employees, or contractors shall be liable for any damage
which may result from any maintenance work performed hereunder.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisance. No outside toilets shall be permitted on any
lot in the Development (except during a period of construction and then
only with the consent of the Committee), and no sanitary waste or other
wastes shall be permitted to enter any storm drain or septic reservoir.
By purchase of a lot, each owner agrees that any violation of this
paragraph constitutes a nuisance which may be abated by the Indianapolis
Water, the Developer or the Association in any manner provided at law of
in equity. The cost or expense of abatement, including court costs and
attorney’s fees, shall become a charge or lien upon the lot, and may be
collected in any manner provided by law or in equity for collection of
a liquidated debt.

Neither the Developer, nor the Association, nor the
Indianapolis Water Company, nor any officer, agent, employee or
contractor thereof, shall be liable for any damage which may result from
enforcement of this paragraph.

B. Construction of Sewage Lines. All sanitary sewage lines
on the residential building lots shall be designed and constructed in
accordance with the provisions and requirements of the City of
Indianapolis, Department of Public Works and/or the City of Noblesville,
Indiana, or other governing body.

5. GENERAL PROHIBITIONS AND REQUIREMENTS.

A. In General. No noxious or offensive activities shall be
carried on on any lot in the Development, nor shall anything be done on
any of said lots that shall become or be an unreasonable annoyance or
nuisance to any owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or
placed on any lot or structure in the Development without the prior
written approval of the Committee except for real estate sales signs.

C. Animals. No animals shall be kept or maintained on any
lot in the Development except the usual household pets, and, in such
case, such household pets shall be kept reasonably confined so as not to
become a nuisance.

D. Vehicle Parking. No trucks (one ton or larger), campers,
trailers, commercial vehicles, boats, or similar vehicles shall be
parked on any street or lot in the Development.

E. Garbage and Other Refuse. No owner of a lot in the
Development shall burn or permit the burning out of doors of garbage or
other refuse, nor shall any such owner accumulate or permit the

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accumulation out of doors of such refuse on his lot except as may be permitted in Subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Any receptacle for trash, rubbish or garbage shall be so placed and kept as not to be visible from any street or lot within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner or any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary structure of any kind, such as a house, trailer, tent, storage building, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot.

I. Ditches and Swales. It shall be the duty of the owner on every lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All owners, if necessary, shall install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the City of Noblesville, Hamilton County, Indiana, and of the appropriate zoning bodies.

J. Docks and Piers. All docks and piers constructed adjacent to any lot in the Development shall be for the personal use of the lot owner. No pier, dock or other structure may be constructed in such a manner that any portion thereof extends more than twenty-five (25) feet from the shore into Geist Reservoir and in no event shall any pier, dock or other structure be erected that does not conform to the specifications established by the Committee, which are as follows:

(i) All docks must be floating and secured to avoid release by flood waters.

(ii) There shall be no covered boat docks without the specific written approval of the Development Control Committee.

(iii) All docks shall be white, gray or natural in color.

(iv) Anchoring devices must be hidden.
submitted to the Development Control Committee for approval before

constructed on any residential lot.

Any boathouse constructed upon a lot may not
protrude into the Reservoir, but must be constructed and excavated back
into the lot. In addition to approval by the Development Control
Committee such construction may require approval by the U.S. Army Corps
of Engineers or other governmental body.

In all instances of the above recited installations
such construction shall conform to the requirements of such governmental
bodies as may be applicable.

K. Beaches. No beach may be constructed on Geist Reservoir
unless the plans and specifications for the beach are submitted to and
approved by the committee and the Indianapolis Water Company if
required. Beaches shall be constructed of sand only. No spoil
materials shall be placed or allowed to collect in Geist Reservoir which
result from beach construction. Placement of materials to construct a
beach may require a federal permit. If such a permit is required, it is
the purchaser's responsibility to obtain such permit.

L. Seawalls and Shoreline Protection. It shall be the
responsibility of Purchasers of waterfront lots in the Development who
desire to construct seawalls or other types of shoreline protection on
their lots to obtain any and all permits, consents, licenses, and
approvals which may be required by any federal and/or state governmental
agency, department, commission, or body.

M. Utility Services. Utility services shall be installed
underground in or adjacent to public rights-of-way to minimise removal
of trees. No utility services shall be installed, constructed,
repaired, replaced and/or removed under finished streets except by
jacking, drilling or boring and shall require the approval of the
appropriate governmental body where the streets are public and by the
property owners where there are private drives, if any.

N. Wells and Septic Tanks. No water wells shall be drilled
on any of the lots nor shall any septic tanks be installed on any of the
lots in the Development.

O. Prohibition of Antennas. No exposed radio, cable and
television antennas and/or dishes shall be permitted within the
Development.

P. Pumping. The pumping of water from Geist Reservoir is
prohibited by a recorded agreement with the Indianapolis Water Company.
6. **BRIDGEMAKER DEVELOPMENT CONTROL COMMITTEE.**

A. **Statement of Purposes and Powers.** The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these Restrictions and improvements thereon, in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(I) **Generally.** No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by three (3) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1/4" = 1' and all plot plans shall be drawn to a scale of 1" = 30', or to such other scale as the Committee shall require.

(II) **Power of Disapproval.** The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;

(II) The design, building materials or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures;

(III) The proposed improvement, or any part hereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of other owners.

(III) **Power to Grant Variances.** The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development.
B. Disposal of Committee. The Committee shall approve or disapprove proposed improvements within a reasonable time after all submitted material shall have been submitted to it. One copy of all files. All notifications to applicants shall be in writing, and, in the reason or reasons.

C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to the Committee, nor for any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

U. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these restrictions and applicable regulations.

E. Continuation of Committee. When the Developer notifies the Association of discontinuance of his architectural control committee, then the Directors of the Association, or their designees, shall continue the functions of the Committee with like powers.

7. RULES GOVERNING BUILDING ON 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 said lots as a site for a single-dwelling house, he 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 purpose of applying these restrictions to said lots, so long as the lots remain improved with one single-dwelling house.

3. USE OF THE RESERVOIR.

A. All operation of boats upon Geist Reservoir is pursuant to a license that shall be exercised in accordance with the limitations made by the joint committee of the Developer and the Indianapolis Water Company made according to the procedures set out in the License Agreement recorded in Book 131, Instrument No. 469.3, in the Office of the Recorder of Marion County, Indiana. If legally permissible, this Committee shall have the power to assess times for the violation of any limitations on boat traffic on Geist Reservoir in accordance with the schedule of fines promulgated by it, and which shall become a charge upon the lot owned by the person against whom the fine is assessed.

B. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall be
become and remain a lien upon that lot until paid in full, and shall charge shall bear interest at the rate of ten percent (10%) per annum has remained due and payable for an unreasonably long period of time, equity, by for the use and enjoyment of the Commons, and the Developer may institute such procedures, either at law or in court of competent jurisdiction, to collect the amount owing; any the charge, shall, in addition to the amount of the charge at the time including attorneys' fees incurred by the Developer in collecting the acquire any interest in such lot, whether as an owner or otherwise, is such liens which may exist upon said lot at the time of the acquisition shall become an owner of a lot in the development is hereby notified title, such person shall be conclusively held to have covenanted to pay of the Restrictions.

9. OWNERSHIP, USE AND ENJOYMENT OF COMMONS AND LANDSCAPE EASEMENTS. "Commons" and "Commons Area" and "Landscape Easements" shall mean those areas set aside for conveyance to the Association, as shown on the plat. Any Commons depicted on the recorded plat or the recording of the plat or the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the Commons.

A license upon such terms and conditions as the Developer, and the successors, assigns or licensees of the Developer, shall from time to time grant to persons who are from time to time members of the Association, for the time granted, for the use and enjoyment of the Commons, is granted to the Association, in fee simple, by deed. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such Commons to the Association.

10. REDEVELOPMENT PROPERTY OWNERS' ASSOCIATION, INC.

A. In General. There has been or will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "Bridgewater Proper'/Owners' Association, Inc." which is referred to as the "Association." Every owner of a residential lot in the Development shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these.
Restrictions on other owners of residential lots within the Development and on members of the Association, including those provisions with respect to the payment of a semi-annual charge.

B. Classes of Membership. The Association shall have two classes of voting membership.

Class A. Class A member shall be all owners with the lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised by them themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Developer, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) On the date the Developer sells the last lot and no longer owns any lots or land in the Development; or


C. Board of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

D. Professional Management. No contract or agreement for professional management of the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for fee by written notice of ninety (90) days or less.

E. Responsibilities of the Association.

(i) The Association shall maintain and repair the Common Areas and Landscape Easements shown on the plat(s) including improvements thereof.

(ii) The Association shall maintain the landscaping located in Landscape Easement and the landscaping and any entrance located in the right-of-way at the entrance and shall keep such areas in a neat, clean and presentable condition at all times.

(iii) The Association shall procure and maintain casualty insurance for the Common Areas, liability insurance (including directors' and officers' insurance) and such other insurance as it deems necessary or advisable.

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(iv) The Association may contract for such services as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

(v) The Association shall provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of Common Areas and landscape easements.

(vi) The Association may be required to case for, maintain and repair and rebuild common drives, private drives or walkways within the project that are not subject to maintenance by governmental authority. (A private drive is a drive which serves more than one dwelling unit.)

11. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot in the subdivision, except the Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) semi-annual assessments or charges; and (2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as hereinafter provided. The semi-annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assured by them. No charge or assessment shall ever be levied by the Association against the Developer.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area and improvements, operated or maintained by the Association, and the landscape easements on the Development and other purposes as specifically provided herein.

C. Special Assessment for Capital Improvements and Operating Deficits. In addition to the semi-annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

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D. Notice and Quorum for Any Action Authorized. Under Section C and D, written notice of any meeting called for the purpose of taking any action authorized under Section C or D shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to meeting shall be held one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

E. Date of Commencement of Semi-Annual Assessments: Due date for each lot on the date of conveyance to the owner by deed or on the date the owner signs a land contract to purchase a lot. The Board of Directors shall fix any increase in the amount of the assessment at increase. Written notice of special assessments and such other assessments shall be sent to every owner subject thereto. The due dates for all assessments shall be determined by the Board of Directors. The certificate of record for each property shall be binding upon the Association as of the date of its issuance.

F. Effect of Non-Payment of Assessments: Remedies of the Association. Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full. Any personal obligation of the owner or owners of that lot at the time the charge became due shall bear interest at the rate of twelve percent (12%) per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained unpaid for an unreasonable period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obligated to pay any expense or costs, including attorneys' fees, incurred by the Association in collecting the same. Every owner of a lot in the Development andrunder 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 the Development is hereby notified that by the act of acquiring, making such purchase or
acquiring such title, such person shall be conclusively held to have made pursuant to this subparagraph of the Restrictions.

G. **Subordination of the Lien to Mortgage.** The lien of the first mortgage, sale or transfer of any lot shall not affect the liability for any assessments thereafter becoming due from the lien of the foreclosure of any first mortgage on such lot (without the necessity of joining the Association in any such foreclosure action) or any assessments becoming due prior to the date of such sale or transfer.

H. **Suspension of Privileges of Membership.** Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the services to be provided by the Association to the facilities of the Association, of any member (i) for any period during which any of the Association's charges or any fines assessed under these Restrictions owed by the member remains unpaid, (ii) during the period of the restrictive covenants for the Development, after the existence of the violation and (iii) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

12. **REMEDIES.**

A. **In General.** The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuance of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for any violation of these Restrictions.

B. **Delay or Failure to Enforce.** No delay or failure on the part of any party to invoke any available remedy with respect to a violation of any or more of these Restrictions shall be held to be a waiver by that party of that party to assert any right available to him upon the occurrence, reoccurrence or continuance of such violation or violations of these Restrictions.

13. **EFFECT OF BECOMING AN OWNER.**

The owners of any lot subject to these Restrictions by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether the developer or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein.
14. TITLES.

The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

15. DURATION.

The foregoing Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2081, at which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the Development.

16. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without affect upon the validity, enforceability or "running" quality of any other one of the Restrictions.
In TESTIMONY WHEREOF, witness the signature of the Declarant this
__ day of __________, 1991.

THE MARINA LIMITED PARTNERSHIP

BY

ALLEN E. ROSENBERG, President
THE MARINA II CORPORATION
General Partner of
MARINA LIMITED PARTNERSHIP

SEAL

STATE OF INDIANA } SS:
COUNTY OF HAMILTON

Before me, a Notary Public in and for said County and State, personally appeared ALLEN E. ROSENBERG known to me as President of THE MARINA II CORPORATION and General Partner of MARINA LIMITED PARTNERSHIP, who, for and on behalf of said Partnership, acknowledged the execution of the foregoing Declaration of Restrictions of Bridgewater.

Subscribed and sworn to before me this __ day of __________, 1991.

This instrument prepared by: Gordon D. Byers
COOK & BYERS
72 South Ninth Street
Noblesville, IN 46060
(317) 773-5522
BRIDGEWATER SECTION ONE

Part of the Southwift Quarter of Section 16, Township 17 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 16, thence South 00 degrees 13 minutes 19 seconds West along said line of the Northeast Quarter of the center line of Fall Creek Road (as established November 1794) thence along the center line of said Fall Creek Road, North 69 degrees 15 minutes 20 seconds East 136.44 feet to a curve having a radius of 148.70 feet, the radius point of which bears South 00 degrees 06 minutes 03 seconds East; thence Southwesterly along said curve and 18 minutes 20 seconds East from said radius point; thence continue along the center line of said Fall Creek Road, South 35 degrees 10 minutes 10 seconds West 61.22 feet to the Point of Beginning; thence having a radius of 148.70 feet, the radius point of which bears South 00 degrees 06 minutes 03 seconds East 136.44 feet to a point which bears South 72 degrees 30 minutes 00 seconds West 149.25 feet; thence South 36 degrees 35 minutes 00 seconds West 117.91 feet; thence South 49 degrees 23 minutes 30 seconds West 157.56 feet; thence South 36 degrees 35 minutes 00 seconds West 117.91 feet, more or less, to a point on the shore line of said reservoir established when said reservoir is full (with the level); thence generally Southwesterly along the meanderings of said shore line to a point which bears North 20 degrees 27 minutes 02 seconds West from a point which bears South 36 degrees 35 minutes 00 seconds West 157.56 feet; thence North 20 degrees 27 minutes 02 seconds West 157.56 feet; thence North 20 degrees 27 minutes 02 seconds West 54.73 feet; thence North 00 degrees 54 minutes 27.45 feet; thence North 20 degrees 27 minutes 02 seconds West 157.56 feet; thence North 36 degrees 35 minutes 00 seconds West 117.91 feet, more or less, to a point on the shore line of said reservoir established when said reservoir is full (with the level); thence generally West by North along the meanderings of said shore line to a point which bears West 10 degrees 27 minutes 02 seconds North 00 degrees 54 minutes 27.45 feet; and thence North 00 degrees 54 minutes 27.45 feet to the Point of Beginning.

EXHIBIT "A"
EXHIBIT

Part of the Southwest and Southeast Quarters of Section 10, Township described as follows:

Commencing at the Northwest corner of the Southeast Quarter of said Section 10; thence South 00 degrees 19 minutes 19 seconds West said Section 10 projected Southerly 0.49 feet to a point on the along the center line of said Fall Creek Road; thence South 00 degrees 19 minutes 28 seconds East 20.00 feet to the Point of Beginning; thence South 00 degrees 15 minutes 19 seconds West 582.00 feet; thence South 42 degrees 25 minutes 41 seconds East 447 feet, to a point on the shore line of Geist Reservoir as established when said 785.0 feet above mean sea level; thence generally Southwesterly, Southerly, Easterly, Northerly and Easterly along the 70.00 feet wide Ingress Egress and Utility Easement recorded April 4, 1991, as Instrument 91-07424 in the Office of the Recorder of Hamilton County, Indiana; thence along said Easterly line, South 00 degrees 00 line; thence generally Southwesterly along said meandering shore line South line, Easterly, 870 feet, more or less, to a point on said shore line; thence generally Northerly and Westerly along said feet wide Ingress Egress and Utility Easement; thence along said or less, to a point on said shore line; thence generally Easterly, and Northerly along said South line, Easterly, North 00 degrees 00 minutes 00 seconds 350 feet, more Southerly and Northwesterly along said meandering shore line to a point which bears North 39 degrees 32 minutes 40 seconds East 28 seconds and which bears South 39 degrees 38 minutes 40 seconds West 498 feet, more less, to 1821.86 feet from the point of beginning; thence from said shore line bear said point which bears South 32 degrees 40 minutes 07 seconds East 47 seconds East 50.00 feet; thence South 31 degrees 21 minutes 13 seconds East 75.00 feet; thence North 31 degrees 21 minutes 47 seconds East 42.61 feet to a curve having a radius of 350.00 feet, the West; thence Northerly along said curve 278.64 feet to a point which bears North 14 degrees 48 minutes 52 seconds East from said radius point; thence North 14 degrees 11 minutes 08 seconds West 271.42 feet to a curve having a radius of 5100.00 feet, the West; thence South 54 degrees 48 minutes 52 seconds East 41 minutes 08 seconds West from said radius point; thence North 35 degrees 18 minutes 52 seconds East 9.89 feet to a point on the center degree 41 minutes 08 seconds West 482.00 feet to a curve having a degree 18 minutes 32 seconds West; thence South 35 curve and said center line 728.80 feet to a point which bears North 00 along said center line, South 89 degrees 10 minutes 20 seconds West less.
And also, part of the north half of Section 13, Township 17 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter of said Section 13, thence South 00 degrees 15 minutes 15 seconds west in a line of the northeast quarter of said Section 10 and projected southerly 0.06 feet to a point on the center line of said Fall Creek Road as established November 1900; thence along the center line of said Fall Creek Road, north 89 degrees 10 minutes 28 seconds east 150.44 feet to a curve having a radius of 1145.52 feet, the radial point of which bears South 00 degrees 49 minutes 32 seconds east; thence South 00 degrees 49 minutes 32 seconds east to a point which bears North 83 degrees 16 minutes 08 seconds east from said radial point; thence continue along the center line of said Fall Creek Road, South 35 degrees 41 minutes 48 seconds east 920.00 feet, thence South 35 degrees 10 minutes 32 seconds west 40 feet, more or less, to a point on the shore line of East Reservoir as established when said reservoir was full with the water level thereof at an elevation of 785.0 feet above mean low water; thence generally southerly along the meanderings of said shore line to a point on the North line of said Section 13, thence along said North line, Easterly 670 feet, more or less, to the Point of Beginning, containing 8.5 acres, more or less.

EXCEPTION:

Part of the Southwest Quarter of Section 13, Township 17 North, Range 2 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter of said Section 13, thence South 00 degrees 15 minutes 15 seconds west in a line of the northeast quarter of said Section 10 and projected southerly 0.06 feet to a point on the center line of said Fall Creek Road as established November 1900; thence along the center line of said Fall Creek Road, north 89 degrees 10 minutes 28 seconds east 150.44 feet to a curve having a radius of 1145.52 feet, the radial point of which bears South 00 degrees 49 minutes 32 seconds east; thence South 00 degrees 49 minutes 32 seconds east to a point which bears North 83 degrees 16 minutes 08 seconds east from said radial point; thence continue along the center line of said Fall Creek Road, South 35 degrees 41 minutes 48 seconds east 920.00 feet, thence South 35 degrees 10 minutes 32 seconds west 40 feet, more or less, to a point on the shore line of East Reservoir as established when said reservoir was full with the water level thereof at an elevation of 785.0 feet above mean low water; thence generally southerly along the meanderings of said shore line to a point on the North line of said Section 13, thence along said North line, Easterly 670 feet, more or less, to the Point of Beginning, containing 8.5 acres, more or less.