Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys’ fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.
DECLARATION OF RESTRICTIONS FOR
BRIDGEWOOD, SECTION 1

THIS DECLARATION, made this 30th day of December, 2002 by BridgeWood Development Company, LLC (hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands are part of an Entire Development known as BridgeWood; with Section 1 thereof being the subject of this Declaration ("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 of the lots and lands in the Development and the future owners thereof, while including the Development in the Association and under the jurisdiction of the Committee of the Entire Development;

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 in furtherance 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 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. For a period of five years after the sale of the last lot in the Entire Development, Developer specifically reserves unto itself the right and privilege to include additional real estate as a part of the Development.

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

A. "Committee" shall mean the BridgeWood Development Committee composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove members of the Committee.

B. "Association" shall mean the BridgeWood Homeowners Association, Inc., a not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Hancock County, Indiana.
D. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, within respect to the Developer of the Association by the President or Vice-President thereof and with respect to the Committee, by two members thereof.

E. "Color scheme" shall mean a combination of siding, trim, shutters and front door color.

F. "Owner" shall mean a person, partnership, trust or corporation 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 an obligation.

G. "Entire Development" shall mean the subdivision known as BridgeWood, including existing and future sections.

H. "Development" shall mean the section or sections in the Entire Development encumbered by this Declaration.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a rezoning or approval proceedings before the applicable development approval body in Hancock County, Indiana. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the applicable approval body and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. Prohibited Improvements. Sheds, outbuildings, (except approved mini-barns) above ground pools, antennae, satellite disks which exceed one meter in diameter, or clothes lines shall not be erected or placed on any lot. Solar panels may not be erected or placed on the front or side roof of any house. Lawn ornaments are permitted in rear yards only.

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.

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 in the development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements, or any portion thereof, shall not contain less than 1500 square feet of living area.
B. Residential Setback Requirements. Front Setbacks. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development. Side Setbacks. Side yard setbacks shall be a minimum of eight (8) feet, sixteen (16) feet in total.

C. Fences and Mini-barns. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence and/or mini-barn must be approved by the Committee as to size, location, height and composition before it may be installed. All fences shall be wooden (including, but not limited to Decorative Wood, Rustic Rail 6" minimum or Split Rail), decorative PVC, ornamental iron or decorative metal. Non-reflective or vinyl coated metal fence (including chain link) may be installed as an integral part of a fence constructed of the aforementioned materials in order to provide a secure enclosure. Barbed wire, chain link or similar fences shall be prohibited. All fences shall be constructed so that the finished side thereof shall face the adjacent lots. Except for temporary decorative fences in the yards of model homes while being used as model homes, fences shall not be erected beyond the setback lines in the front yard. However, corner lots (those with two (2) frontages) may erect a fence up to five feet (5') beyond the side yard setback line that faces a street. Fences are prohibited within the 30 feet of gas line easement located on Lots 7, 8, 9, 24, 25, 26, 27, 28, & 29 on the northern boundary of BridgeWood Section 1. Mini-barns must be no greater in size than 10 feet by 12 feet, and must match the house siding and roof color.

D. Tree Preservation. No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

E. Mailboxes. Mailboxes are required to be installed by the builder on each lot. The approved mailbox shall be Caporale medium custom on a 4 by 4" post.

F. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. The front elevation of all Houses shall contain Twenty-five percent (25%) masonry with the exception of Colonial and Indiana Farmhouse type homes, inclusive of window and door areas. Exterior Fireplace Chases shall be brick or brick veneer. No house shall have metal prefabricated flues that extend above the highest roofline. All driveways must be paved with asphalt or concrete. All roofs shall be weathered wood. The minimum roof pitch shall be 6/12.

G. House Approval. All houses in the development shall first be approved by the Developer or its designee.

H. Committee Approval. All mini-barns, fences, awnings, satellite dishes less than one meter in diameter (as to screening, location and landscaping), additions and other improvements shall be approved by the Committee prior to erection. Prior to construction, the builder or Owner shall submit to the Committee a plot plan, print or brochure and a color scheme.

I. Garages Required. All residential dwellings in the Development shall include an enclosed minimum 2-car garage.
J.  **Heating Plants.** 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.

K.  **Diligence in Construction.** Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) 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.

L.  **Sales of Lots by Developer.** Every lot within the Development shall be sold to an approved builder or developed by the Developer.

M.  **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.

N.  **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) Mow the lot at such times as may be reasonably required in order to prevent the 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) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

4.  **PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE**

A.  **Outside Toilets.** No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

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 New Palestine Sewer Use Ordinance. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5.  **GENERAL PROHIBITIONS.**

A.  **In General.** No noxious or offensive activities shall be permitted 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 structures in the Development, except entry signs and home or lot 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, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Development. Furthermore, disabled or non-operational vehicles of any kind shall not be parked on any lot, driveway or street. Storage of any vehicle is prohibited, except in an enclosed garage.

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 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. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at anytime, except at the times when refuse collections are being made.

G. **Model Homes.** No owner of 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.** Except for construction and sales trailers or structures, no temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. **Ditches and Swales.** It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his 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. Further, drainage easements shall not be altered in any fashion.

J. **Septic Tanks.** Septic tanks shall not be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

6. **OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.**

Each common facility depicted on the recorded plat of the Development shall remain private; and the common area shown on the plat can never be separated from the plat, nor developed. The Developers execution or recording of the plat or the doing of any other act by the Developer is not, nor is intended to be, or shall not be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in this
Declaration of Restrictions of BridgeWood. 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 and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association. However, the common area cannot be mortgaged or conveyed without the consent of at least 67% of the lot owners, excluding the Developer. Maintenance of the common areas and community amenities shall be the responsibility of the Homeowners Association. Such responsibilities may include, but not be limited to: mowing; maintenance of landscaping, ponds, mulch walking and fitness trails, entry monument, street signs, community lighting and recreational areas. Funding for the maintenance shall be from the Homeowners Association annual assessment, in accordance with the By-Laws of the Homeowners Association.

7 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 continuation of any violation of these Restrictions, but, except for negligence or unworkmanlike product or services, neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions. In the event of any legal action being taken under the terms of this paragraph, the prevailing party shall be entitled to recover reasonable attorneys fees.

B. **Delay or Failure to Enforce.** No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of anyone or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. **Association's or Developer'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 or the Developer shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore 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. Furthermore, the Developer, Association or any public or governmental division or entity shall have the right to enter upon lots which abut or encroach a pond for purposes of maintenance or upkeep. Except for negligence or unworkmanlike products or services, neither the Developer, the Association nor any of their agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

8. **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 from 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 contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association (including automatic membership therein by all lot owners) with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. **TITLES.**

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience or reference only, and none of them shall be used as an aid to the construction of any provisions 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.

10. **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 for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods often (10) years.

11. **AMENDMENT.**

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Hancock County, Indiana, executed by the Developer or the Association and at least 75% of the lot owners in the Entire Development. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. **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 other one 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 effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

13. **LIEN OF ASSESSMENT.**

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

(a) Tax liens on the lot in favor of any assessing unit or special district; and

(b) All sums unpaid on a first mortgage of record.
The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The initial assessment for Owners in the Development shall be $225.00 per year, subject to changes as provided for in the By-Laws of the Association.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 30th day of December, 2002.

BRIDGEOewood DEVELOPMENT COMPANY, LLC
By: The Bradford Group, Inc., as the Managing Member

By: ________________________________
James L. Brothers, President

STATE OF INDIANA )
) SS:
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of the Bradford Group, Inc. who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that Corporation and the limited liability company.
Witness my hand and seal this 30th day of December, 2002.

Signature ________________________________
Printed: Joan Fitzwater

My Commission Expires: 10-29-2010

County of Residence: Marion

This instrument was prepared by Stephen D. Mears, Attorney at Law, 8395 Keystone Crossing, Suite 104, Indianapolis, Indiana, 46240
BridgeWood Section 1
Exhibit "A"

A part of the East half of the Northwest ¼ of Section 29, Township 15 North, Range 6 East, described as follows:

BEGINNING at the northeast corner of the East half of said Northwest ¼ section; thence South 89 degrees 56 minutes 52 seconds West (assumed bearing) along the north line of said Northwest ¼ a distance of 1335.16 feet to the Northwest corner thereof; thence South 01 degrees 15 minutes 43 seconds East along the West line of said East Half Quarter Section a distance of 761.09 feet to a Westerly extension of an East West fence; thence South 74 degrees 15 minutes 29 seconds East along said Westerly extension and along said fence a distance of 270.58 feet; the next four (4) calls are along said fenceline; (1) thence South 75 degrees 20 minutes 14 seconds East a distance of 35.99 feet; (2) thence South 74 degrees 46 minutes 31 seconds East a distance of 194.83 feet; (3) thence South 74 degrees 20 minutes 17 seconds East a distance of 63.63 feet; (4) thence South 75 degrees 02 minutes 41 seconds East a distance of 103.28 feet to a Northerly extension of a Westerly boundary of a 35.98 acre tract of land described in Instrument No. 83-1161 in the Office of the Recorder of Hancock County, Indiana; thence North 39 degrees 36 minutes 02 seconds West a distance of 34.11 feet to a 5/8 inch capped rebar (Gibson); thence North 10 degrees 21 minutes 04 seconds West a distance of 125.79 feet to a 5/8 inch capped rebar (Gibson); thence North 03 degrees 13 minutes 48 seconds East a distance of 25.78 feet to a 5/8 inch capped rebar (Gibson); thence North 88 degrees 53 minutes 46 seconds East a distance of 147.54 feet to a 5/8 inch capped rebar (Gibson); thence North 43 degrees 39 minutes 27 seconds East a distance of 74.98 feet to a 5/8 inch capped rebar (Gibson); thence North 88 degrees 42 minutes 39 seconds East a distance of 110.47 feet to a 5/8 inch capped rebar (Gibson); thence South 69 degrees 33 minutes 52 seconds East a distance of 42.42 feet to a 5/8 inch capped rebar (Gibson); thence North 87 degrees 51 minutes 20 seconds East a distance of 135.86 feet to a 5/8 inch capped rebar (Gibson); thence South 86 degrees 07 minutes 20 seconds East a distance of 156.81 feet to a 5/8 inch capped rebar (Gibson); thence North 88 degrees 43 minutes 10 seconds East a distance of 91.49 feet to the East line of said Half quarter section; thence North 01 degrees 16 minutes 50 seconds West on said East line a distance of 722.76 feet to the POINT OF BEGINNING containing 23.941 acres more or less.

This plat consists of sixty-five (65) lots, Block and common areas designated as 'A', 'B', 'C', 'D', 'E', and 'F'. The dimensions are shown in feet and decimal points thereof.
DECLARATION OF RESTRICTIONS
FOR BRIDGEWOOD, SECTION 2

THIS DECLARATION, made this 31 day of August, 2004
by Bridgewood Development Company, LLC (hereinafter referred to as the “Developer”); WITNESSETH:

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands are part of an Entire Development known as Bridgewood; with Section 2 thereof being the subject of this Declaration (“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 of the lots and lands in the Development and the future owners thereof, while including the Development in the Association and under the jurisdiction of the Committee of the Entire Development;

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 in furtherance 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 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. For a period of five years after the sale of the last lot in the Entire Development, Developer specifically reserves unto itself the right and privilege to include additional real estate as a part of the Development.

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

A. “Committee” shall mean the Bridgewood Development Committee composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove members of the Committee.

B. “Association” shall mean the Bridgewood Homeowners Association, Inc., a not-for-profit corporation.
C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Hancock County, Indiana.

D. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, within respect to the Developer of the Association by the President or Vice-President thereof, and with respect to the Committee, by two members thereof.

E. "Color scheme" shall mean a combination of siding, trim, shutters and front door color.

F. "Owner" shall mean a person, partnership, trust or corporation 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 an obligation.

G. "Entire Development" shall mean the subdivision known as Bridgewood, including existing and future sections.

H. "Development" shall mean the section or sections in the Entire Development encumbered by this Declaration.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a rezoning or approval proceedings before the applicable development approval body in Hancock County, Indiana. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the applicable approval body and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. Prohibited Improvements. Sheds, outbuildings, above ground pools, antennae, satellite disks which exceed one meter in diameter, or clothes lines shall not be erected or placed on any lot. Solar panels may not be erected or placed on the front or side roof of any house. Lawn ornaments are permitted in rear yards only.

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.
3. **Restrictions Concerning Size, Placement and Maintenance of Dwelling Houses and Other Structures.**

A. **Residential Setback Requirements.** Front Setbacks. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.

B. **Fences.** 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, and all fences shall be wooden or of a synthetic material which has the appearance of wood. All fences shall be constructed so that the finished side thereof shall face the adjacent lots. Except for temporary decorative fences in the yards of model homes while being used as model homes, fences shall not be erected beyond the setback lines in the front yard. However, corner lots (those with two (2) frontages) may erect a fence up to five feet (5') beyond the side yard setback line which faces a street.

C. **Tree Preservation.** No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

D. **Mailboxes and Lighting.** Mailboxes and uniform coach lights on the garages are required to be installed by the builder on each lot. The approved mailbox shall be Caporale medium custom on a 6" by 6" post.

E. **Landscaping.** Each lot shall have a planting and mulching plan. Such plan shall include a minimum of six (6) shrubs, with at least one (1) being an ornamental shrub of twenty-four inches (24") or more in size and all other shrubs being a minimum of eighteen inches (18") and a minimum of two (2) trees, with shade trees at least two and one-quarter inches (2 1/4") in caliper and ornamental or evergreens trees at least six feet (6') in height.

F. **Exterior Construction.** The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the highest roof line. All driveways must be paved with asphalt or concrete. The minimum roof pitch shall be 6/12. There shall be a separation of one lot before a house type and elevation or color scheme shall be repeated on the same side of the street. The same house type and elevation cannot be located directly across the street from one another.

G. **House Approval.** All houses in the development shall first be approved by the Developer or its designee.

H. **Committee Approval.** All fences, awnings, satellite dishes less than one meter in diameter (as to screening, location and landscaping), additions and other improvements shall be approved.
by the Committee prior to erection. Prior to construction, the builder or Owner shall submit to the Committee a plot plan, print or brochure and a color scheme.

I. **Garages Required.** All residential dwellings in the Development shall include an enclosed garage.

J. **Heating Plants.** 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.

K. **Diligence in Construction.** Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) 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.

L. **Sales of Lots by Developer.** Every lot within the Development shall be sold to an approved builder or developed by the Developer.

M. **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.

N. **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) Mow the lot at such times as may be reasonably required in order to prevent the 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) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

4. **PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.**

A. **Outside Toilets.** No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

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 Hancock
County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5. **GENERAL PROHIBITIONS.**

A. **In General.** No noxious or offensive activities shall be permitted 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 structures in the Development, except entry signs and home or lot 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, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Development. Furthermore, disabled or non-operational vehicles of any kind shall not be parked on any lot, driveway or street. Storage of any vehicle is prohibited, except in a driveway or enclosed garage.

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 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. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. **Model Homes.** No owner of 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 house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. **Ditches and Swales.** It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his 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. Further, drainage easements shall not be altered in any fashion.
J. 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, unless public sewer tap-in is unavailable.

6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.

Each common facility depicted on the recorded plat of the Development shall remain private; and the common area shown on the plat can never be separated from the plat, nor developed. The Developer's execution or recording of the plat or the doing of any other act by the Developer is not, nor is intended to be, or shall not be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in this Declaration of Restrictions of Bridgewood. 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 and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association. However, the common area cannot be mortgaged or conveyed without the consent of at least 67% of the lot owners, excluding the Developer.

Maintenance of the common areas and community amenities shall be the responsibility of the Homeowners Association. Such responsibilities may include, but not be limited to: mowing; maintenance of landscaping, ponds, mulch walking and fitness trails, entry monument, street signs, community lighting and recreational areas. Funding for the maintenance shall be from the Homeowners Association annual assessment, in accordance with the By-Laws of the Homeowners Association.

7. 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 continuation of any violation of these Restrictions, but, except for negligence or unworkman like product or services, neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions. In the event of any legal action being taken under the terms of this paragraph, the prevailing party shall be entitled to recover reasonable attorneys fees.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Association's or Developer'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 situate thereon in accordance with the provisions of these Restrictions, the Association or the Developer shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situate thereon, if any, conform to the requirements of the Restrictions. The cost therefore 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. Furthermore, the Developer, Association or any public or governmental division or entity shall have the right to enter upon lots which abut or encroach a pond for
purposes of maintenance or upkeep. Except for negligence or unworkmanlike products or services, neither the Developer, the Association nor any of their agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

8. **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 from 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 contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association (including automatic membership therein by all lot owners) with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. **TITLES.**

The underlined 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 provisions 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.

10. **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 for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

11. **AMENDMENT.**

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Hancock County, Indiana, executed by the Developer or the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. **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 other one 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 effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.
13. **LIEN OF ASSESSMENT.**

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owner's lot prior to all other liens, except only:

(a) Tax liens on the lot in favor of any assessing unit or special district; and

(b) All sums unpaid on a first mortgage of record.

The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The initial assessment for Owners in the Development shall be $225.00 per year, subject to changes as provided for in the By-Laws of the Association.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 31st day of August, 2004.

BRIDGEWOOD DEVELOPMENT COMPANY, LLC
By: The Bradford Group, Inc., as the Managing Member

By: [Signature]
James L. Brothers, President
STATE OF INDIANA     
COUNTY OF Marion    

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that corporation and the limited liability company. Witness my hand and seal this 5 day of August, 2004.

[Signature]
Joan Fitzwater

[Printed]
Joan Fitzwater

NOTARY PUBLIC

My Commission Expires: 10-29-2006

County of Residence: Marion

This instrument was prepared by Stephen D. Mears, Attorney at Law, 8395 Keystone Crossing, Suite 104, Indianapolis, Indiana 46240
DECLARATION AND RESTRICTIONS FOR BRIDGEWOOD, SECTION I AND II
AMENDED VERSION

THIS DECLARATION, amended this 18th day of April, 2006, by Bridgewood Homeowners Association Board of Directors for the Bridgewood Development Company, LLC (hereinafter referred to as the “Developer”); incorporating the two previous documents referring to Section I, Instrument #03-0000500 dated December 30, 2002, and Section II, Instrument #04-0014748 dated August 31, 2004.

WITNESSETH:

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made apart hereof, which lands are part of an Entire Development known as Bridgewood; with Sections 1 and 2 thereof being the subject of this Declaration (“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 changes (hereinafter referred to as the “Restrictions”) under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof, while including the Development in the Association and under the jurisdiction of the committee of the Entire Development;

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 in furtherance 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 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. For a period of five years after the sale of the last lot in the Entire Development, Developer specifically reserves unto itself the right and privilege to include additional real estate as a part of the Development.
1. **DEFINITIONS.** The following are the definitions of the terms as they are used in this Declaration.

A. "Committee" shall mean the Bridgewood Development Committee composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove members of the Committee.

B. "Association" shall mean the Bridgewood Homeowners Association, Inc., a not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Hancock County, Indiana.

D. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, within respect to the Developer of the Association by the President or Vice-President thereof, and with respect to the Committee, by two members thereof.

E. "Color scheme" shall mean a combination of siding, trim, shutters and front door color.

F. "Owner" shall mean a person, partnership, trust or corporation 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 an obligation.

G. "Entire Development" shall mean the subdivision known as Bridgewood, including existing and future sections.

H. "Development" shall mean the section or sections in the Entire Development encumbered by this Declaration.

2. **CHARACTER OF THE DEVELOPMENT**

A. In General. Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a rezoning or approval proceedings before the applicable development approval body in Hancock County, Indiana. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the applicable approval body
and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer’s planned use.

B. **Prohibited Improvements.** Metal or plastic sheds, outbuildings, above ground pools, antennae, satellite disks which exceed one meter in diameter, or clothes lines shall not be erected or placed on any lot. Solar panels may not be erected or placed on the front or side roof of any house.

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.

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

A. **Residential Setback Requirements.** Front Setbacks. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.

B. **Fences, Mini-Barns, and Decks.** In order to preserve the natural quality and aesthetic appearance of the existing geographic area with the Development, any fence, deck, and/or mini-barn must be approved by the Committee as to size, location, height and composition before it may be installed. All fences shall be wooden (including, but not limited to Decorative Wood, Rustic Rail 6” minimum, or Split Rail), decorative PVC, ornamental iron or decorative metal. Non-reflective or vinyl coated metal fence may be installed as an integral part of a fence constructed of the aforementioned materials in order to provide a secure enclosure. Barbed wire, chain link or similar fences shall be prohibited. All fences shall be constructed so that the finished side thereof shall face the adjacent lots. Except for temporary decorative fences in the yards of model homes while being used as model homes, fences shall not be erected beyond the setback lines in the front yard. However, corner lots (those with two (2) frontages) may erect a fence up to five (5’) feet beyond the side yard setback line that faces a street. Fences are prohibited within the 30 feet of gas line easement located on Lots 7, 8, 9, 24, 25, 26, 27, 28 & 29 on the northern boundary of Bridgewood Section I. Mini-barns must be no greater in size than 12 feet by 16 feet, and must match the house, siding and roof color.

C. **Tree Preservation.** No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee. No trees shall be planted in the easement on any lot between the sidewalk and the street in accordance with city ordinance.
D. **Mailboxes and Lighting.** Mailboxes and uniform coach lights on the garages are required to be installed by the builder on each lot. The approved mailbox shall be Caporale medium custom on a 6” by 6” post.

E. **Landscaping.** Each lot shall have a planting and mulching plan. Such plan shall include a minimum of six (6) shrubs, with at least one (1) being an ornamental shrub of twenty-four inches (24”) or more in size and all other shrubs being a minimum of eighteen inches (18”); and a minimum of two 92) trees, with shade trees at least two and one-quarter inches (2 ¼”) in caliper and ornamental or evergreen trees at least six feet (6’) in height.

F. **Exterior Construction.** The finished exterior of every building constructed or placed on any lot in the development shall be of material other than tar paper, roll brick siding or any other similar material. The front elevation of all Houses shall contain Twenty-five percent (25%) masonry, inclusive of window and door areas. No house shall have metal prefabricated flues that extend above the highest roofline. All driveways must be paved with asphalt or concrete. The minimum roof pitch shall be 6/12.

G. **Minimum Living Space Areas.** The minimum square footage of living space of dwellings constructed in the development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements, or any portion thereof, shall not contain less than 1500 square feet of living space.

H. **House Approval.** All houses in the development shall first be approved by the Developer or its designee.

I. **Committee Approval.** All mini-barns, decks, fences, awnings, satellite dishes less than one meter in diameter (as to screening, location, and landscaping), additions and other improvements shall be approved by the Committee prior to erection. Prior to construction, the builder or Owner shall submit to the Committee a plot plan, print or brochure and a color scheme.

J. **Garages Required.** All residential dwellings in the Development shall include an enclosed, attached minimum 2-car garage.

K. **Heating Plants.** 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.

L. **Diligence in Construction.** Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) 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.
M. **Sales of Lots by Developer**. Every lot within the Development shall be sold to an approved builder or developed by the Developer.

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

O. **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) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. Grass and vegetation should never reach more than 8” in height.

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

(v) Any firewood should be stored in the backyard and in or on a container as to be at least 6” off the ground. At no time should firewood be stored in front or to the side of a residence.

4. **PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE**

A. **Outside Toilets**. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

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 Hancock County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5. **GENERAL PROHIBITIONS**

A. **In General**. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any 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 structures in the Development, except entry signs, common area signs, and home or lot for sale 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 (fenced or leashed) so as to not become a nuisance to neighbors. All pet owners must clean up after their pets.

D. **Vehicles and Vehicle Parking.** Residents shall not routinely park cars in the street for a period of more than 6 hours. No trucks over 1 ton capacity, campers, trailers, boats or similar vehicles shall be parked on any street. These types of vehicles may be parked in driveways short term (for no more than a period of 3 days) or should be kept in an enclosed garage. Furthermore, disabled or non-operational vehicles of any kind shall not be parked on any lot, driveway, or street. No semis allowed to be parked in the Development. No non-licensed, motorized ATV’s or go-carts shall be allowed in the streets, empty lots, or on sidewalks and can only be used for maintenance (ex. snow plowing). At no time may they be used in the common areas of 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 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.** No fuel tanks are allowed to be installed on any lot. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street in the Development at anytime, except at the times when refuse collections are being made.

G. **Model Homes.** No owner of 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 house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. **Ditches and Swales.** It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his 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. Further, drainage easements shall not be altered in any fashion.

J. **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, unless public sewer tap-in is unavailable.
6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES

Each common facility depicted on the recorded plat of the Development shall remain private; and the common area shown on the plat can never be separated from the plat, nor developed. The Developer's execution or recording of the plat or the doing of any other act by the Developer is not, nor is intended to be, or shall not be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in this Declaration of Restrictions of Bridgewood. Such conveyance shall be subject to easements and restrictions or 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 and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association. However, the common area cannot be mortgaged or conveyed without the consent of at least 67% of the lot owners, excluding the Developer.

Maintenance of the common areas and community amenities shall be the responsibility of the Homeowners Association. Such responsibilities may include, but not be limited to: mowing, maintenance of landscaping, ponds, entry monument, street signs, community lighting and recreational areas. Funding for the maintenance shall be from the Homeowners Association annual assessment, in accordance with the By-Laws of the Homeowners Association.

7. 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 continuation of any violation of these Restrictions, but, except for negligence or unworkman like product or services, neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions. In the event of any legal action being taken under the terms of this paragraph, the prevailing party shall be entitled to recover reasonable attorneys fees.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Association's or Developer'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 or the Developer shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and
improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore 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. Furthermore, the Developer, Association or any public or governmental division or entity shall have the right to enter upon lots which abut or encroach a pond for purposes of maintenance or upkeep. Except for negligence or unworkmanlike products or services, neither the Developer, the Association nor any of their agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

8. 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 from 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 contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association (including automatic membership therein by all lot owners) with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree to consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. TITLE

The underlined 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 provisions 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.

10. 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 for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

11. AMENDMENT

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Hancock County, Indiana, executed by the Developer or the Association Board or at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.
12. **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 other one 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 effect upon the validity, enforceability, or “running” quality of any other one of the Restrictions.

13. **LIEN OF ASSESSMENT**

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney’s fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

(a) Tax liens on the lot in favor of any assessing unit or special district, and
(b) All sums unpaid on a first mortgage of record.

The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The initial assessment for Owners in the Development shall be $225.00 per year, subject to changes as provided for in the By-Laws of the Association.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 18 day of April, 2006.

By:

BRIDGEWOOD HOMEOWNERS ASSOCIATION
<table>
<thead>
<tr>
<th>Lot</th>
<th>Homeowner</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot 2</td>
<td>VACANT</td>
<td></td>
</tr>
<tr>
<td>Lot 3</td>
<td>Larry &amp; Lorrie Finch</td>
<td></td>
</tr>
<tr>
<td>Lot 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot 5</td>
<td>Dawn Keffer</td>
<td></td>
</tr>
<tr>
<td>Lot 6</td>
<td>Justin Dietz</td>
<td></td>
</tr>
<tr>
<td>Lot 7</td>
<td>Cheryl White</td>
<td></td>
</tr>
<tr>
<td>Lot 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot 9</td>
<td>Dennis W. McCord</td>
<td></td>
</tr>
<tr>
<td>Lot 10</td>
<td>NOT YET OCCUPIED</td>
<td></td>
</tr>
<tr>
<td>Lot 11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot 12</td>
<td>Mike Batchelor</td>
<td></td>
</tr>
<tr>
<td>Lot 13</td>
<td>UNDER CONSTRUCTION</td>
<td></td>
</tr>
<tr>
<td>Lot 14</td>
<td>VACANT LOT</td>
<td></td>
</tr>
<tr>
<td>Lot 15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot 16</td>
<td>Karen Bullard</td>
<td></td>
</tr>
<tr>
<td>Lot 17</td>
<td>Debbie Nichols</td>
<td></td>
</tr>
<tr>
<td>Lot 18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot 19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot 20</td>
<td>Amanda C. Marks</td>
<td></td>
</tr>
<tr>
<td>Lot 21</td>
<td>Lawrence Elliott</td>
<td></td>
</tr>
<tr>
<td>Lot 22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot 23</td>
<td>Tom Miller</td>
<td></td>
</tr>
<tr>
<td>Lot 24</td>
<td>Brian Smith</td>
<td></td>
</tr>
<tr>
<td>Lot 25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot 26</td>
<td>Dayna McColl</td>
<td></td>
</tr>
<tr>
<td>Lot 27</td>
<td>Joshua Winton</td>
<td></td>
</tr>
<tr>
<td>Lot 28</td>
<td>Abel Ailey</td>
<td></td>
</tr>
<tr>
<td>Lot 29</td>
<td>Micquelyn Loper</td>
<td></td>
</tr>
</tbody>
</table>
Lot 30
Lot 31
Lot 32
Lot 33
Kevin A. Maurer
Lot 34
Lot 35
Lot 36
Lot 37
Betsy Wheatley
Lot 38
Lot 39
Lot 40
Lot 41
Mary E. Ford
Lot 42
Lot 43
Lot 44
Lot 45
Keith Warren
Lot 46
Lot 47
Lot 48
Lot 49
Lot 50
Lot 51
Lot 52
Lot 53
Colleen Lyons
Lot 54
Lot 55
Lot 56
Lot 57
Lot 58
Lot 59
Lot 60

Kevin A. Maurer
Betsy Wheatley
Kyle W. Carter
Stephen A. Kuhn
Mary E. Ford
Johnny W. Wilson
Donald B. Hilliker
Nicolle Neal
David McMichael
Counselor
Counselor
Aim Farnley
Colleen Lyons
Larry D. Deitz

11
Lot 61  Larry Kunkel
Lot 62  Scott Nelli
Lot 63  Steve Flaugh
Lot 64  Dan Cermony
Lot 65  Scott Mason
Lot 66  
Lot 67  
Lot 68  
Lot 69  
Lot 70  
Lot 71  
Lot 72  
Lot 73  
Lot 74  
Lot 75  
Lot 76  
Lot 77  
Lot 78  
Lot 79  
Lot 80  
Lot 81  
Lot 82  
Lot 83  
Lot 84  
Lot 85  
Lot 86  
Lot 87  
Lot 88  
Lot 89  
Lot 90  
Lot 91  

Steve Flaugh - Aabk. 8th gross hthg.

Larry Kunkel
Scott C. Nelli

Signature
<table>
<thead>
<tr>
<th>Lot 61</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 62</td>
<td></td>
</tr>
<tr>
<td>Lot 63</td>
<td></td>
</tr>
<tr>
<td>Lot 64</td>
<td></td>
</tr>
<tr>
<td>Lot 65</td>
<td></td>
</tr>
<tr>
<td>Lot 66</td>
<td>Frank H.</td>
</tr>
<tr>
<td>Lot 67</td>
<td></td>
</tr>
<tr>
<td>Lot 68</td>
<td>J. Carl</td>
</tr>
<tr>
<td>Lot 69</td>
<td></td>
</tr>
<tr>
<td>Lot 70</td>
<td>Jon Keyes</td>
</tr>
<tr>
<td>Lot 71</td>
<td>Cinda Johnson</td>
</tr>
<tr>
<td>Lot 72</td>
<td></td>
</tr>
<tr>
<td>Lot 73</td>
<td></td>
</tr>
<tr>
<td>Lot 74</td>
<td></td>
</tr>
<tr>
<td>Lot 75</td>
<td></td>
</tr>
<tr>
<td>Lot 76</td>
<td>Donnie E.</td>
</tr>
<tr>
<td>Lot 77</td>
<td></td>
</tr>
<tr>
<td>Lot 78</td>
<td></td>
</tr>
<tr>
<td>Lot 79</td>
<td>Andrew Missen</td>
</tr>
<tr>
<td>Lot 80</td>
<td>Jennifer Kiser</td>
</tr>
<tr>
<td>Lot 81</td>
<td></td>
</tr>
<tr>
<td>Lot 82</td>
<td></td>
</tr>
<tr>
<td>Lot 83</td>
<td></td>
</tr>
<tr>
<td>Lot 84</td>
<td></td>
</tr>
<tr>
<td>Lot 85</td>
<td></td>
</tr>
<tr>
<td>Lot 86</td>
<td></td>
</tr>
<tr>
<td>Lot 87</td>
<td></td>
</tr>
<tr>
<td>Lot 88</td>
<td></td>
</tr>
<tr>
<td>Lot 89</td>
<td></td>
</tr>
<tr>
<td>Lot 90</td>
<td></td>
</tr>
<tr>
<td>Lot 91</td>
<td></td>
</tr>
<tr>
<td>Lot 92</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>--------</td>
</tr>
<tr>
<td>Lot 93</td>
<td>Harvey Brandzel</td>
</tr>
<tr>
<td>Lot 94</td>
<td></td>
</tr>
<tr>
<td>Lot 95</td>
<td></td>
</tr>
<tr>
<td>Lot 96</td>
<td></td>
</tr>
<tr>
<td>Lot 97</td>
<td></td>
</tr>
<tr>
<td>Lot 98</td>
<td></td>
</tr>
<tr>
<td>Lot 99</td>
<td></td>
</tr>
<tr>
<td>Lot 100</td>
<td></td>
</tr>
<tr>
<td>Lot 101</td>
<td></td>
</tr>
<tr>
<td>Lot 102</td>
<td></td>
</tr>
<tr>
<td>Lot 103</td>
<td></td>
</tr>
</tbody>
</table>

- Tony Rush
- Harvey Brandzel
- Richard Smith
- William A. Breen
- Robert D. Oakley Sr.
- Leigh Roth
- Earl Kiesler
- Marta Gibson
- John Brown Jr.
- Tom Brown
STATE OF INDIANA       )
COUNTY OF Hancock

) SS:

Before me, a Notary Public in and for said County and State, personally appeared
William A. Breen, Representative of the Bridgewood Homeowners
Association, who acknowledged the execution of the foregoing Declaration of
Restrictions for and on behalf of that corporation and the limited liability company.

Witness my hand and seal this 18 day of April 2006.

Signature

Downa K Capeland
Printed

My Commission Expires: 18-13-07
County of Residence: Hancock

NOTARY PUBLIC