Fox Ridge Manor Subdivision - Phase 1

[Diagram of subdivision layout with annotations and signatures]

[Seal and official stamps]

[Signatures and dates]

[Footer text: Official Seal]
DECLARATION OF COVENANTS
OF FOX RIDGE SUBDIVISION

THIS DECLARATION OF COVENANTS is made by the undersigned, Cornerstone Development Company, LLC, also hereinafter referred to as "Developer."

WHEREAS, Developer is the owner of Lots 1 through 9 and Lots 24 through 30 in Fox Ridge, as recorded on the 19th day of December, 2012 as Instrument Number 12-0147 in Plat Book "A" at page 2018 in the office of the Recorder of Bartholomew County, Indiana, hereinafter also referred to as "Fox Ridge, Phase One;"

WHEREAS, Developer owns BLOCK "A", BLOCK "B", BLOCK "C", BLOCK "D", BLOCK "P" and Block "Q", in Fox Ridge, Phase One, and the Developer intends to deed said blocks and certain other real estate to Fox Ridge Community Association, Inc., an Indiana not-for-profit corporation at some time or times in the future;

WHEREAS, Developer owns the remaining portion of the following described real estate located in Bartholomew County, Indiana, namely:

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 6 EAST, BARTHOLOMEW COUNTY, INDIANA INTENDED TO BE THAT LAND DESCRIBED IN INSTRUMENT 12-0141/18 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER QUARTER, MARKED BY A BARTHOLOMEW COUNTY SURVEYOR'S MONUMENT (FOUND), THENCE SOUTH 00°14'35" WEST (ASSUMED BEARING) ALONG THE WEST LINE OF SAID QUARTER QUARTER A DISTANCE OF 1333.84 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER QUARTER, MARKED BY A 5/8" CAPPED REBAR (FOUND); THENCE NORTH 89°03'24" EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER A DISTANCE OF 1008.91 FEET TO THE SOUTHWEST CORNER OF "JONES MINOR SUBDIVISION" (P.B. "P", PG. 98A); MARKED BY A 5/8" CAPPED REBAR (FOUND); THENCE NORTH 00°13'06" WEST ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 1349.88 FEET TO THE POINT OF BEGINNING, CONTAINING 30.87 ACRES, MORE OR LESS, AND SUBJECT TO ALL LEGAL RIGHTS OF WAY AND EASEMENTS.

which Developer intends to further subdivide into residential lots in one or more additional phases to be known as Fox Ridge, hereinafter also referred to as "Fox Ridge", and said term shall also include all lots in Fox Ridge, Phase One;

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values and amenities in Fox Ridge, to protect the Owners of the Lots in Fox Ridge against certain activities and development practices, to encourage the erection of attractive homes and improvements in Fox Ridge, to provide for the maintenance and use of the Common Areas to be owned by the
Association, among other things, and in general to provide for a high quality residential development that will be a good and pleasant place to live.

NOW, THEREFORE, Developer declares that the Lots 1 through 9 and Lots 24 through 30 in Fox Ridge, Phase One hereinafter also referred to as "Lots," is and are and shall be held, transferred, sold, conveyed, and occupied subject to and in compliance with the covenants, restrictions, easements, charges, liens, and provisions hereinafter set forth; all of the provisions of this Declaration shall run with the title to said Lots and shall be binding upon Developer and upon all parties having or acquiring any right, title or interest, legal or equitable, in and to any of the Lots or any part or parts thereof and shall inure to the benefit of Developer and every one of Developer's successors in title to each Lot that is hereby made subject to this Declaration.

AND FURTHER, Developer may also subject other residential lots hereafter created by any recorded final plat of any additional real estate in Fox Ridge to this Declaration.

AND FURTHER, Developer hereby delegates and assigns to the Fox Ridge Community Association, Inc., an Indiana not-for-profit corporation, the power of owning, maintaining, and administering the Common Areas and facilities, administering and enforcing the covenants, conditions and restrictions as set forth herein, collecting and disbursing the assessments and charges hereinafter created pursuant to this Declaration, and promoting the recreation, health, safety, and welfare of the residents of Fox Ridge; however, this delegation and assignment shall not restrict or limit any of Developer's rights and remedies as set forth in this Declaration.

ARTICLE I
DEFINITIONS

Section 1. "Articles" means the Articles of Incorporation of Fox Ridge Community Association, Inc., a copy of which is attached hereto, together with all amendments and addition thereto.

Section 2. "Association" shall mean and refer to Fox Ridge Community Association, Inc., an Indiana not-for-profit corporation, and its successors and assigns.

Section 3. "Board of Directors" means the Board of Directors of Fox Ridge Community Association, Inc.

Section 4. "By-Laws" shall mean the By-Laws adopted by the Fox Ridge Community Association, Inc., a copy of which is attached hereto, together with all amendments and additions thereto.

Section 5. "Committee" shall mean the Design Review Committee, as established pursuant to this Declaration and the By-Laws of the Association.

Section 6. "Common Areas(s)" shall mean all real estate owned by the Association (including BLOCK "A", BLOCK "D", BLOCK "C", BLOCK "E", BLOCK "F", and Block "G"), in Fox Ridge Phase One, and including any improvements now or hereafter located thereon, after title thereto is deeded to the Association, but not including any public streets or public improvements to be maintained by any governmental entity.
Section 7. "Common Expenses", "Assessments", "Annual Assessments", and "Special Assessments", shall mean and refer to the expenses of administration of the Association and expenses for the upkeep, maintenance, repair, and replacement of the Common Areas and the improvements located thereon, including regular, periodic, annual and special assessments, as provided for in this Declaration together with all sums lawfully assessed against the Owners by the Association as from time to time provided by its Articles of Incorporation and By-Laws.

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, together with all amendments and additions thereto.

Section 9. "Developer" shall mean and refer to Cornerstone Development Company, LLC, and any of its successors and assigns; provided, however, that no successor or assignee of Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are assigned in the instrument of succession or assignment.

Section 10. "Lot" and "Lots" shall mean and include each and every parcel of real estate that can be used for single family residential purposes described by one of the plans of the real estate located in Fox Ridge which has received final approval by the appropriate governmental entity and is recorded in the office of the Recorder of Bartholomew County, Indiana, and which is or are subject to this Declaration (by the terms of this Declaration or by any additional Declaration of Covenants), but "Lot" shall not include any Block or Common Area located in Fox Ridge.

Section 11. "Majority of the Owners" or "Majority of Owners" shall mean and refer to those Owners, as that term is defined in Section 12 of this Article, who are members of the Association and who collectively own fifty-one percent (51%), or more, of the Lots as that term is defined in Section 10 of this Article.

Section 12. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those having such interest merely as security (such as a mortgage) for the performance of an obligation, and "Owners" shall mean and refer to all of such persons and entities. "Owner" does not include the Association.

Section 13. "Subdivision," "Plat," and "Fox Ridge" shall mean and refer to Fox Ridge, Phase One, and Fox Ridge to the extent the real estate located therein is made subject to this Declaration.

Section 14. "Rules and Regulations" means such rules and regulations as the Association and Board of Directors from time to time may adopt relative to the use of the Common Areas, or any part thereof, or relative to any other matter.

Section 15. "Lake" shall mean and refer to Block "P" the storm drainage retention area for Fox Ridge.

Section 16. "Lake Lot Owner(s)" shall mean Lot Owner(s) owning Lots that are adjacent to the Lake.
ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

The real estate which is and shall be held, transferred, sold, conveyed, and occupied subject to all of the provisions of this Declaration and as the same may be properly amended from time to time is located in Bartholomew County, Indiana, and is described as follows:

Lots 1 through 9 and Lots 24 through 30 in Fox Ridge, Phase One, as recorded on the day of 2012, as Instrument Number in Plat Book at page in the office of the Recorder of Bartholomew County, Indiana.

Each additional Lot in Fox Ridge shall also be held, transferred, sold, conveyed, and occupied subject to all of the provisions of this Declaration and as the same may be properly amended from time to time after being subjected to this Declaration by the owner thereof.

ARTICLE III

FOX RIDGE COMMUNITY ASSOCIATION, INC.

Section 1. Organization. There has been or will be created under the laws of the State of Indiana, a not-for-profit corporation known as Fox Ridge Community Association, Inc., which is charged with the duties and vested with the powers described by law and as set forth in its Articles of Incorporation and By-laws, provided that its Articles of Incorporation or By-laws shall not for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration, or as it may be hereafter properly amended.

Section 2. Purposes of the Association.

(a) On-going Legal Entity. The general purpose of the Association is to create an on-going legal entity responsible for the continuous and adequate maintenance of the Common Area(s), and to provide any other services that the Board of Directors may deem appropriate to promote the health, safety and welfare of the members and the protection and enhancement of property values within Fox Ridge.

(b) Operation of Common Areas. Another purpose of the Association is to provide a means whereby the Common Areas and other areas as described in this Declaration within Fox Ridge may be operated, maintained, repaired or replaced.

(c) Enforcement of Regulations. An additional purpose of the Association is to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of such Common Areas within Fox Ridge.

(d) Regulation of Design and Construction. Another purpose of the Association is to regulate design and construction of improvements...
throughout the Common Areas and Fox Ridge during the initial
development stages and afterwards, in order to promote a high
quality, aesthetically pleasing, architecturally sound environment
and to generally maintain and enhance property values throughout Fox
Ridge.

(e) Regulation of Offensive Activities. Furthermore, it is the
Association's purpose to regulate noxious or offensive activities
throughout the Common Areas and Fox Ridge which may become
unreasonable annoyances or nuisances to members of the Association.

Section 3. Membership. Membership in the Association is limited to
Owners of Lots in Fox Ridge. Membership is automatic with and appurtenant to
such ownership. Every Owner of a Lot shall be a member of the Association, and
by taking title to a Lot each Owner shall be conclusively deemed to have
consented to admission as a member of the Association. Membership shall be
appurtenant to and may not be separated from ownership of any Lot which is
subject to assessment. Membership may be evidenced by a certificate. There are
two (2) different classes of membership as stated herein.

Section 4. Voting. The Association shall have two (2) classes of voting
memberships:

(a) Class A. Class A members shall be all Owners of single family
residential Lots in Fox Ridge (except for Cornerstone Development
Company, LLC, while such company is a Class B member and except for
the successors or assigns of Cornerstone Development Company, LLC,
who shall succeed to its rights under this Declaration while such
successor or assign is a Class B member) and the Owners of each
Lot shall be entitled to one (1) vote for each Lot. If a Lot is
owned by more than one person, or owned by a corporation or other
entity, a certificate of appointment, designating the individual
titled to cast the vote for the Lot, shall be filed with the
Secretary of the Association. Such certificate shall be valid until
revoked, or until superseded by a subsequent certificate or until a
change of ownership in the Lot occurs. A certificate designating
the person entitled to cast the vote of the Lot may be revoked by
any Owner of the Lot by giving prior written notification to the
Secretary. The Secretary may waive the filing of the certificate
where the Lot is owned by a married couple and only the husband or
wife votes. In no event shall more than one (1) vote be cast with
respect to any one Lot.

(b) Class B. The Class B member shall be Cornerstone Development
Company, LLC, or its successors or assigns, who shall succeed to its
rights under this Declaration, and such member shall be entitled to
seven (7) votes for each Lot it owns. The Class B membership shall
cease and be converted to Class A membership on the happening of any
of the following events, whichever occurs earlier:

(1) when title to all Lots in Fox Ridge have been conveyed by
Developer or by its successors or assigns, to persons or
entities other than successors and assigns who are assigned
all of Developer's rights under this Declaration, or

(2) when Cornerstone Development Company, LLC, or its successors
or assigns who are assigned all of Developer's rights under
this agreement, requests the Association to convert its Class
B membership to Class A membership.

Section 5. Duties of Association. The Association shall have the duty of
enforcing the provisions of this Declaration, including the duty to commence and
maintain an action to enjoin any breach or threatened breach of the provisions
hereof. In addition to such enforcement remedies as may be contained in the
Articles and By-Laws of the Association, failure of any member to comply with
the Rules and Regulations of the Association shall be deemed to be a violation
of this Declaration enforceable by the Association.

The Association is required to reasonably maintain and repair and has the
power and authority to manage and regulate the use of all real estate and Common
Areas owned by the Association, and all improvements located thereon, including
all signs owned by the Association, but not including the maintenance or repair
of any streets or public improvements to be maintained by any governmental
entity.

The Association shall also have the duty to pay all property taxes
lawfully owed on all property owned by it, as the same become due and owing, and
this obligation may also be enforced by the Columbus Plan Commission.

Section 6. Board of Directors. The affairs of the Association shall be
conducted by a Board of Directors who shall be appointed or elected in the
manner provided in the By-Laws. Notwithstanding any provision of the By-Laws of
the Association, the Developer, for itself and for its successors and assigns,
reserves the right and shall be entitled to elect the Board of Directors of the
Association, until the Cessation of its Class B membership as provided in this
Declaration.

The within reservation may not be amended, rescinded, revoked, modified,
or altered without the express written consent of the Developer, or of its
successor and or assignee.

Section 7. Powers of the Board. The Board shall be composed of members
of the Association or appointees of the Developer and shall have powers and
duties as specifically conferred upon it by the Association or as otherwise set
forth in this Declaration, the Articles or the By-Laws.

The Board shall have the power and duty to provide for the following:

(a) Grass mowing and reasonable maintenance of the Common Areas and any
improvements located therein;

(b) The operation and maintenance of all recreation facilities and
improvements, if any, in the Common Areas;

(c) Reasonably maintaining any signs constructed by the Developer, or
its successors or assigns, in the Common Areas in good repair;

(d) Public liability insurance for its activities and property, if
available;

(e) Such other insurance, including workman's compensation insurance, as
required by law, or as the Board may determine;
(f) Payment of property taxes lawfully owed on all property owned by the Association, as the same becomes due and owing;

(g) Any legal or accounting services necessary or proper for the execution of its functions;

(h) The Board shall have the right to determine what is necessary and proper to furnish (such as improvements, tools, equipment, appliances and other personal property) for the Common Areas, and any other materials, supplies, labor, services, maintenance, repairs, structural alteration, or insurance, which the Board deems necessary;

(i) The Board’s power shall be limited in that it shall have no authority to acquire and pay out of its general fund for new capital additions and improvements in the Common Areas costing Five Thousand Dollars ($5,000.00) or more (not including maintenance, repairs, or replacements of existing improvements), unless such additions or improvements, have been approved by the Developer or by a vote of a Majority of the Owners;

(j) The power and duty to designate a banking institution as depository for the Association’s funds, and the authority to borrow on behalf of the Association under Five Thousand Dollars ($5,000.00), and any borrowing in excess of that amount shall require approval of the Developer or be approved by a vote of a Majority of the Owners;

(k) The power and duty to adopt and amend rules and regulations from time to time governing, regulating, and restricting the use of the Common Areas, and to enforce such rules and regulations;

(l) Any other power and authority as set forth in this Declaration of Covenants or in the Articles of Incorporation or By-Laws of the Association.

Section 8. Articles of Incorporation and By-Laws. The Articles of Incorporation and By-Laws of the Association shall be substantially in the form attached hereto and marked Exhibit “A” and Exhibit “B”, and as the same may be properly amended.

ARTICLE IV
COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS

The Association is expressly authorized and empowered to levy annual and special assessments against its members and against the Owners of all Lots. These assessments shall be uniform for any class of membership, except as otherwise provided herein. However, notwithstanding any other provision in this Declaration to the contrary, Developer shall not be required to pay any annual or special assessment for any Lot owned by Developer nor shall any Lot be subjected to any lien for the payment of any such regular or special assessment during such time as it is owned by Developer nor shall any Owner of a Lot who purchases a Lot from Developer be required to pay any annual or special assessment for such Lot for such period of time agreed to by Developer not to exceed twelve (12) months after completion of the construction of a residential
Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as otherwise provided in this ARTICLE IV, each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges and Special Assessments for maintaining, repairing, and replacing any improvements in the Common Areas and for the expenses of the Association including legal fees and judgments and (2) Special Assessments for capital additions and improvements or structural alterations in the Common Areas, such assessments to be established and collected as hereinafter provided.

Section 2. Establishment of Assessments. All sums assessed by the Association shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and major repairs of the improvements located in the Common Areas, which funds shall be used for those purposes and not for usual and ordinary maintenance repair expenses of the Common Area and facilities. This fund for capital expenditures shall be maintained in separate interest bearing accounts or investments that are not commingled with other funds.

Section 3. Annual Assessments. The annual assessments, together with interest thereon as stated in Section 4., reasonable attorney's fees incurred by the Association relating to the collection of such assessments and other reasonable costs of collection, shall be the personal obligation of the person(s) who were the Owner of such property at the time the assessment became due.

Section 4. Effect of Nonpayment of Assessments. Assessments (or any monthly installments of such assessments, if approved by the Board of Directors) which are not paid within thirty (30) days after the same shall become due shall bear interest at eighteen percent (18%) per annum on the daily unpaid balance. If any Owner shall fail, refuse or neglect to make any payment of any Assessment, when due, the Board of Directors of the Association may, in its discretion, declare the entire balance of unpaid assessment to be due and payable, with interest as aforesaid, and record, substantially in the form as shown on Exhibit "C" attached hereto, a written Nonpayment Certificate and Notice of Lien against said Owner's(s') Lot, in the office of the Recorder of Bartholomew County, Indiana, which Nonpayment Certificate and Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the right of the Association to collect reasonable attorney's fees and costs of collection incurred by the Association relating to the collection of such assessments and/or the foreclosure of such lien. If an assessment remains unpaid after the same shall become due, then the Owner may not vote on any matter relating to the Association until such assessment and all interest and attorney's fees and other costs of collection as stated herein are paid in full. Provided, however, any amounts owed must be delinquent for more than six (6) months before voting rights are suspended. Also, such Owner's(s') rights, including the rights of such Owner's(s') family and guests, to use all or any portion of the Common Areas and facilities may be suspended by the Board of Directors until such time as such assessments on such Owner's(s') Lot and the interest, attorney's fees, and other costs of collection are paid in full. No
Owner may waive or otherwise escape personal liability for the assessments provided for in this ARTICLE IV by non-use of the Common Areas or facilities or by abandonment of the Owner's Lot.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this ARTICLE IV shall be subordinated to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer of title to a Lot by an Owner shall relieve such Owner from liability for any assessments becoming due prior to such sale or transfer of title or from the lien thereof.

Section 6. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of residents of Fox Ridge including, but not limited to, the improvement and maintenance of the improvements located in the Common Areas and facilities or relating to any duties or powers of the Association or Board of Directors.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments, provided for herein, shall commence on the first day of the month following the conveyance of all or any portion of any real estate to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the initial annual assessment against each Lot. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, within a reasonable time after demand by an Owner and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of a Lot is binding upon the Association on the date of its issuance.

Prior to each calendar year, the Board shall consider the current and future needs of the Association, including expenditures for which Special Assessments may be levied, and shall fix by resolution the amount of the annual assessment for the next calendar year, for purposes other than new capital additions and improvements in the Common Areas costing Five Thousand Dollars ($5,000.00) or more (not including maintenance, repairs, or replacements of existing improvements), to be levied against each Lot in Fox Ridge, except as otherwise provided in this Declaration.

Except as otherwise provided in this Declaration, Owners of Lots purchased from the Developer or from the Developer's successors or assigns shall be personally liable for the payment of the assessments that become due and owing after becoming an owner of a Lot and during such ownership.

Section 8. Special Assessments. In addition to the Annual Assessments authorized above, the Board of Directors may levy, in any assessment year, any special assessment ("Special Assessment") for the purpose of defraying, in whole or in part, the cost of new capital additions and improvements in the Common Areas, legal fees to defend the Association against any law suits and any judgments against the Association costing Five Thousand Dollars ($5,000.00) or more, provided that any such assessment shall be approved by the Developer or by a vote of a Majority of the Owners.
Section 9. Special Lake Assessments. If the majority of the Lot Owners owning Lots that are adjacent to the Lake "Lake Lot Owners", desire improvements above and beyond any improvements that the Association deems necessary, these Lake Lot Owners may request the Association to levy a Special Assessment for their requested lake improvements. If the Association and the majority of Lake Lot Owners approve this request, then and only then the Lake Lot Owners would be assessed for these requested improvements. This section does not preclude any assessments that the Association determines is appropriate for the proper maintenance and improvements to the Lake or Block D that are deemed necessary by the Association, which would be levied on all Lots in Fox Ridge. If the Lake Lot Owners request for improvements is approved, the Lake Lot Owners would be responsible for any ongoing operating and maintenance costs of such improvements e.g. If the Lake Lot Owners request improvements to the Lake such as shoreline improvements, fountains, etc; the Lake Lot Owners would be assessed for the initial cost and on going maintenance costs.

Section 10. Notice and Quorum for any Action Authorized under Section 9. Any action authorized under Section 8 of this ARTICLE IV and requiring an approval of a certain percentage of the members shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than fifteen (15) days or more than forty-five (45) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast in person and by proxy at such meeting, but such vote is less than a vote of a Majority of the Owners, members who were not present in person or by proxy at such meeting may give their approval in writing, provided the same is obtained not later than thirty (30) days from the date of such meeting.

Section 11. Uniform Rates of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots, except as otherwise provided herein. Annual Assessments may be paid on a monthly, quarterly, semi-annual, or annual basis as established by the Board of Directors, but, if paid on other than an annual basis, default in the payment of any one installment shall cause the entire unpaid assessment for the year in which the delinquency occurs to become immediately due and payable.

ARTICLE V

INSURANCE

Section 1. Insurance - Common Areas. The Board of Directors shall have the authority to and shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, and workmen\'s compensation insurance, and other liability insurance as it may deem desirable, insuring the Association, its Board of Directors, and any of its employees or agents from liability in connection with the Common Areas and activities of the Association.

Section 2. Casualty and Restoration. In the event of damage or destruction of any Common Area or improvements located thereon, then the Association shall cause such damage or destroyed Common Area to be promptly repaired and restored, unless determined otherwise by the Board of Directors.
ARTICLE VI

EASEMENTS

Section 1. Reservations. Easements for installation and maintenance of utilities and drainage improvements and facilities are reserved as shown on the plat of Fox Ridge and no private structure may be erected therein. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities exist and leave the subdivision). All utility lines and connection, electric, telephone, cable, and any other wiring within Fox Ridge shall be placed underground. In addition to the underground facilities located within these easements, surface drainage swales and channels are or will be established in the drainage and utility easements and are an integral part of the total drainage system in Fox Ridge, and no Owner shall obstruct, reroute, fill, regrade or otherwise alter or permit such alterations to be made or exist without the written permission of the Columbus Board of Public Works and Safety.

Section 2. Use or Maintenance by Owners. The areas of any Lot affected by the easements reserved herein or reserved in the plat of any Lot in Fox Ridge shall be landscaped and maintained continuously by the Owner of such Lot where such easement is located, but no structures may be placed, or permitted on, or permitted to remain or other activities undertaken, thereon which may damage or interfere with the use of the easement for the purposes herein set forth or as set forth on said plat.

Section 3. Construction Easements and Rights. Notwithstanding any provision of this Declaration, so long as the Developer or its successors and assigns is engaged in developing or improving any portion of Fox Ridge, the Developer or such persons acting under authorization of Developer shall have an easement of ingress, egress and use over any lands or Lots including all Common Areas not conveyed to an Owner for occupancy for:

(a) Movement and storage of building materials and equipment;

(b) Erection and maintenance of directional and promotional signs;

(c) Conduct of sales and other promotional activities, including, but not limited to, maintenance of model homes and sales offices;

(d) Construction or completion of any or all improvements of any kind and all activities relating thereto;

(e) Repairs required by this Declaration or contracts of sale made with Lot purchaser; and

(f) Construction and maintenance of drainage improvements and facilities, including but not limited to drainage ditches, swales, pipes, tiles, and catch basins.
ARTICLE VII

DESIGN REVIEW COMMITTEE

Section 1. General Powers.

(a) No house, garage, building, structure, building addition, fence, wall, swimming pool, or hot tub or spa located outside of a dwelling or any other structure shall be erected, constructed, or maintained upon any lot, nor shall any exterior addition to or change or alteration thereof be made until two (2) sets of plans and specifications showing the design, size, shape, height, exterior materials and location of the same in relation to the lot lines and a certified site plan with finished floor elevation, and a landscape plan shall have been submitted to and approved in writing by the Design Review Committee of the Association, hereinafter also referred to as "the Committee." The Committee shall also have all of the other, power, authority, and duties as contained in the other provisions of this Declaration of Covenants, and in the Articles of Incorporation and By-Laws of the Association.

(b) The application shall show the location of all improvements that are currently existing, if any, on the lot, and the location of all proposed improvements to be constructed; front, rear, and all side elevations of each improvement, showing the relationship of each proposed improvement to the existing structures and to the lot lines, except as otherwise permitted by the Committee. The application shall also specify all exterior building materials selections, except as otherwise permitted by the Design Review Committee. The application shall also show any other material the Committee requests.

(c) The Committee shall have the power to render decisions on such other matters as are referred to the Committee under this Declaration, with the applications for such decisions and the rendering thereof to be in accordance with such rules and regulations as may from time to time be adopted by the Committee.

Section 2. Grounds for Disapproval. The Committee may disapprove any application for the following reasons:

(a) If such application does not comply with any provision of this Declaration.

(b) The proposed improvements do not comply with any of the provisions of this Declaration of Covenants or with the architectural guidelines for Fox Ridge, as such guidelines may be adopted and amended from time to time by the Committee.

(c) All construction must be of a conventional nature. No plans will be approved for any type of modular or prefabricated building, except that panelized wall construction may be permitted by the Committee if all other aspects of construction meet the approval of the Committee.
(d) Because of dissatisfaction of the Committee with location of improvements on the Lot, finished ground elevation, color scheme, finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch, or type of roof proposed to be placed thereon, or for purely aesthetic reasons.

(e) If in the judgment of the majority of the Committee members, the proposed improvement will be inharmonious with the general character of improvements in Fox Ridge or with the improvements erected on other Lots.

Section 3. Liability. Notwithstanding the approval by the Committee of plans and specifications, neither it, nor any of its members or agents, the Developer, nor any of their respective heirs, personal representatives, agents, successors or assigns, nor any person acting on their behalf shall be responsible in any way for defects or deficiencies in any plans or specifications or in any design or engineering work, or other material submitted to the Committee, nor for the defects in any work done pursuant thereto. Neither the Developer, the Committee, nor any of its members or agents shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval, disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects or damages caused by such plans or designs or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Committee agrees, by submission of such plans, that they or it will not bring any action or suit against the Association, Board of Directors, the Design Review Committee or the Developer or any of their respective members, heirs, personal representatives, successors or assigns, nor any person acting on their behalf to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans and specifications to the Committee, nor the approval thereof by that Committee, shall be deemed to be a guarantee by the Developer or by the Committee of the actual construction of the building, structure, or improvement therein described.

Section 4. Committee Membership. The Committee shall be composed of not less than two (2) nor more than five (5) members, to be appointed by the Developer. A majority of the Committee may designate a representative to act for it. Committee members shall be subject to removal by Developer, and any vacancies shall from time to time be filled by the Developer. The power to appoint or remove Committee members shall be transferred permanently to the Board of Directors of the Association upon the sale by the Developer of all Lots within Fox Ridge that are made subject to this Declaration, or at any time prior thereto at the discretion of the Developer.

Section 5. Rules and Regulations. The Committee may from time to time adopt written rules and regulations of general application governing its procedures and approval criteria. Copies of these criteria shall be available to the Owners of the Lots and to prospective purchasers of Lots.

Section 6. Variance. The Committee may grant reasonable variances or adjustments from its approval criteria where literal application may cause unreasonable undue hardship as determined by the Committee, as long as it
determine that such variances or adjustments are not injurious or detrimental to the Owners of other Lots.

Section 7. Certification of Compliance. At any time prior to or after the completion time of construction of an improvement the Committee may require a written certification, from the Owner, licensed surveyor, or builder that such improvement does not violate any set-back rule, ordinance or statute, nor does such improvement encroach upon any easement or right-of-way of record, and that all construction is in compliance with plans and specifications approved by the Committee.

Section 8. Administration Fees. As a means of defraying its expenses, and costs, the Committee may require a filing fee to accompany any application for approval. The Committee may establish, increase, or reduce this fee at any time.

Section 9. Address and Telephone Number. The Committee shall keep the Owners of the Lots advised as to its address and telephone number.

Section 10. Enforcement. If, in any event, any improvement on a Lot shall be commenced without approval of the Committee, or if any improvement on a Lot is so constructed which is not in compliance with plans approved by the Committee, the same shall constitute a violation of this Declaration. In addition to the remedies for violation of any portion of this Declaration as set forth in ARTICLE V, the Committee and/or any Lot Owner(s) shall have the power and authority to institute any appropriate proceeding to enjoin or otherwise prevent a violation of the provisions of this Declaration, to recover damages caused by such violation, and if such action is successful the Owner causing or permitting such violation shall pay the reasonable attorney fees and costs incurred by the Committee or Lot Owner prosecuting such action.

ARTICLE VIII
MAINTENANCE

Section 1. Maintenance. The Owner of each Lot shall keep the house and improvements on such Owner’s Lot neat and attractive, and shall perform such maintenance of the house, improvements, and lawn and landscaping as may be reasonably necessary to protect the value of neighboring property. In the event an Owner in Fox Ridge shall fail to maintain the house and improvements, lawn, and landscaping located on such Owner’s Lot in a manner reasonably satisfactory to the Board of Directors of the Association, then after approval by a two-thirds (2/3) vote of the Board of Directors the Board of Directors shall have the right, through its agents and employees, to bring an action to compel the Owner to comply with these obligations. The cost of such maintenance shall be added to and become a part of the assessment to which such Lot and the Owner(s) thereof are subject and shall be enforced in the same manner as other assessments provided for herein.

Section 2. Maintenance of Common Areas. The Association shall be responsible for the reasonable maintenance, repair, and replacement of all the Common Areas and improvements located thereon.

Section 3. Drainage Easements. The drainage easements as shown on the
plat of Fox Ridge or any part thereof as recorded in the office of the Recorder of Bartholomew County, Indiana, shall be governed as set forth herein. They shall, at all times, be maintained as designed and constructed and in a reasonably operable condition. The drainage easements shall be perpetual easements for the use of the Owners of the Lots, the Developer, and its successors and assigns, and/or an appropriate governmental entity and shall be used, in part, to provide drainage of surface water and moisture from Fox Ridge. Any costs incurred to correct or repair a drainage failure in a drainage easement shall be the responsibility of the Association as set forth in ARTICLE IV of this Declaration, unless such failure was caused by the act or omission of an Owner or by any occupant of an Owner's Lot, in which case the costs of such correction or repair become a part of the assessment to which such Owner's Lot is subject as provided in this Declaration.

ARTICLE IX
ADDITIONAL RESTRICTIONS AND COVENANTS

Section 1. Residential Use and Utilities. No Lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height, a private garage, and other accessory buildings and structures as approved by the Committee. No mobile homes, house trailers, or homes that are substantially manufactured or built in any location other than the Lot where the same is placed are permitted in Fox Ridge. Each detached dwelling shall include at a minimum an attached two (2) car garage. No building or structure shall be located on any Lot, except as approved by the Committee as described in this Declaration. No primary individual water supply system and/or any type of sewage disposal system shall be permitted on any Lot, without the approval of the Columbus City Utilities. All dwellings shall have modern plumbing and shall be connected to the public water and sewer system.

Section 2. No Commercial Enterprises. No Lot shall be used for any purpose other than as a single family residence, except as otherwise stated in this Declaration and except that a home occupation, defined as follows may be permitted: any use conducted entirely within the dwelling and participated in solely by a member of the immediate family residing in said dwelling, which is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display on the Lot or in Fox Ridge that indicates that the dwelling is being utilized in whole or in part for any purpose other than for residential purposes; (b) no commodity or service is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the dwelling; and (d) the home occupation is permitted in Fox Ridge by applicable zoning laws and ordinances. In no event shall a barber shop, styling salon, beauty parlor, tea room, licensed or unlicensed child care service or other licensed or unlicensed baby-sitting service, animal hospital, or any form of animal care or treatment such as dog grooming be permitted on any Lot.

Section 3. Building Size. No dwelling shall be built on any Lot having the living area of the main structure, exclusive of one-story open porches, breezeways or garages, of less than the following number of square feet for the following types of dwellings. Each detached single family dwelling constructed shall have a fully enclosed floor area exclusive of basements (regardless of
finish), roofed or unroofed porches, terraces, garages, decks, carports, or other outbuildings) of not less than one thousand five hundred (1,500) square feet for single story and not less than twenty two hundred (2,200) square feet for two (2) story and one and one-half (1-1/2) story dwellings. All two (2) story dwellings and one and one-half (1-1/2) story dwellings shall have a minimum first floor area of nine hundred (900) square feet.

Section 4. Building Setback. No dwelling nor any other buildings or structures, except for fences as approved by the Committee, shall be located on any Lot nearer to any Lot line than the minimum building setback lines as may be shown or indicated on any plat of Fox Ridge as recorded in the office of the Recorder of Bartholomew County, Indiana, or as allowed by applicable zoning ordinances. No dwelling (measured from the eaves), porch, garage, carport, or other structure may be constructed, erected, or maintained closer to the front or side street line than the building setback line as shown on the plat or as defined in the City Zoning Ordinance nor closer to the side property line than five (5) feet. The location of all dwellings and structures must be approved by the Committee prior to construction. No fence, wall, hedge, tree, or shrub planting which obstructs sight lines shall be placed or permitted to remain on the lots within the “visibility triangle” as described by the Zoning Ordinance of the City of Columbus, Indiana.

Section 5. Garages. Every single family dwelling unit constructed within Fox Ridge shall have on the same Lot or parcel, enough enclosed automobile storage for at least two (2) automobiles. Only one (1) driveway is permitted for each Lot, unless the Committee gives approval in writing for any changes to this requirement. Any use of one (1) driveway for two (2) Owners will also require that a legal easement be established between the Owners prior to approval by the Committee.

Section 6. Storage, Temporary Structures, and Parking. No structure of a temporary character, trailer, boat, boat trailer, semi-truck, tractor truck, commercial vehicle, farm equipment or machinery, recreational vehicle, motor home, camper, or camping trailer, shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way in Fox Ridge at any time for more than twenty-four (24) consecutive hours, or used as a temporary or permanent residence in Fox Ridge at any time, unless kept within a fully enclosed garage so as not to be visible from any street or other Lot, except as otherwise stated herein, or as otherwise approved in writing and in advance by the Committee. No temporary buildings or other temporary structures shall be permitted on any Lot; however, trailers, temporary buildings, barricades and the like shall be permitted for construction purposes during the construction period of a permanent building, but shall be removed as soon as construction is complete.

Section 7. Accessory Buildings. No accessory buildings or structures shall be erected on any Lot.

Section 8. Lights. No light shall be suspended from a pole in excess of ten (10) feet from the ground, except those owned and maintained by the Developer or as expressly approved by the Committee. No exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof shall be permitted in Fox Ridge, except as otherwise permitted by this Declaration. Nothing herein
shall be construed to prohibit street lighting by governmental entities or other lighting as approved by the Committee.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than six (6) square feet advertising such Lot for sale. Runnage or other sale signs may be placed on Lots for no more than seven (7) days in a calendar year. The Committee must be consulted for any exceptions and any exception granted by the Committee must be secured in writing before the placement of additional signage.

Section 10. Antennas and Solar Panels. No receiving or transmitting antenna shall be located on any Lot, except entirely inside a dwelling. No satellite receiving or reception dish, dish, antenna, or other device shall be permitted on any Lot, except entirely inside a dwelling or except for one (1) such dish, dish, antenna, or device being thirty-nine inches (39") or less in diameter or diagonal measurement as specifically approved by the Committee in writing and in advance. To the extent any of the foregoing restrictions are prohibited or unenforceable pursuant to any law or regulation, then the Committee shall approve the size, location, and placement of any such dish, dish, antennas, or other device on any Lot to the extent it may do so under applicable law or regulation. No solar panels or solar heating devices shall be located on any lot, except as specifically approved by the Committee in writing and in advance.

Section 11. Pools and Hot Tubs. Except as otherwise provided herein, no above ground pool which is more than ten (10) feet in diameter or is more than twenty-four (24) inches deep shall be placed or maintained on any Lot. Each above ground pool that would be permitted by the previous sentence may be located in any yard or area outside of a dwelling or garage only from May 15th to September 15th each year, but at no other times. Hot tubs and spas located outside of a dwelling shall be permitted only with the prior written approval of the Committee. No in-ground pool, hot tub, or spa shall be permitted in front of a dwelling toward the street, and it must be located entirely within the rear and side building set-back lines. All swimming pools and hot tubs shall comply with all City, County, and State ordinances, building codes and laws regarding swimming pools and hot tubs. Pools on a corner lot or any lot that are visible to the street must be screened with landscaping as approved by the Committee.

Section 12. Sidewalks and Driveways. All Lots shall have a sidewalk along the entire width of Lot, and along side yard on corner Lots. All sidewalks shall be five feet (5') wide, and shall be constructed to specifications required by the City of Columbus at the Owner's expense, at the time of construction of the dwelling. All driveways and parking areas on a Lot shall be poured concrete, masonry, or asphalt, or such other materials as approved by the Committee owners who do not commence construction at the time of purchasing a lot must install sidewalks within 90 days from the time the house on each side has been occupied.

Section 13. Fences. The only fencing permitted on any Lot shall be black "wrought iron look" fence and shall be approved in advance and in writing by the Committee. The Committee shall consider: (1) the need and reason for the fence, (2) the location of the proposed fence in relation to the dwelling and structures on the Lot, (3) land contours and elevations of the Lot, (4) the location of the dwellings on other Lots, (5) views that would be obstructed by
the proposed fence, and (8) landscaping to be planted and maintained in conjunction with the fence. The Committee shall not be required to approve any fence.

Section 14. Docks and Boats. No docks are permitted on the Lake. Only small sailboats and small unpowered boats are allowed on the Lake. No boats may be stored along the shoreline for more than a 24-hour period. The Association and the Board of Directors may adopt rules and regulations for lake use from time to time, or any part thereof, or relative to any other matter relative to the Lake and/or Block "D".

Section 15. Lake Maintenance. The lake serves as storm drainage retention for all lots in Fox Ridge; therefore, it will be the responsibility of the Association to maintain the Lake in proper order, which will include maintenance of the forebay and dam as needed, including but not limited to mowing, trimming and maintaining the grass on the dam. The Lake Lot Owners will be responsible for maintenance of the shoreline from their lot line to the water's edge.

Section 16. Construction and Construction Materials. After commencement of construction of any structure, the Owner shall diligently execute the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof and in all circumstances construction shall be completed within twelve (12) months. All exterior building materials, including roofing, must be approved in advance of construction and in advance by the Committee. If construction has not commenced on a lot (or the first lot of adjoining multiple Lots) by the time a residence is completed on each side of the Lot (or adjoining multiple Lots), the Lot (or adjoining multiple Lots) must be seeded and sidewalks must be installed within ninety (90) days of the completion date of construction on each side of the Lot.

Section 17. Landscaping. Every Lot on which a building shall have been placed shall be landscaped according to plans approved by the Committee which shall be maintained thereafter in a slighty and well-kept condition. All front and side yards of all Lots shall be sodded within twelve (12) months from the date of issuance of the building permit. Each Lot must have a minimum of two (2) trees (except Lots that have less than seventy (70) feet of street frontage must plant a minimum of one tree) of at least two and one-half inch caliper (or larger if required to meet current City Ordinance) and of a species and location approved by the Committee and the City, which shall be planted on each Lot by the Owner between the sidewalk in the front yard and the curb of the street (in the case of a lot having frontage on two (2) streets at least two (2) of said trees shall be planted between the sidewalk and the curb of each street) as soon after completion of construction of a dwelling as the season permits. Landscaping shall be installed on each Lot by the Owner as soon after completion of the dwelling as the season permits. All landscaping shall be maintained in a manner to keep an attractive appearance. Landscape maintenance shall include adequate mowing, watering, weed killing, fertilizing, and trimming as necessary to keep an attractive appearance. Lake Lot Owners must keep weeds and grass along the shoreline properly trimmed and maintained.

Section 18. Maintenance of Lots. All Lots, whether vacant or improved, occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary
or hazardous. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and reasonably free of trash and other unsightly material. Failure to keep weeds and grass cut to a height of eight (8) inches or less on unimproved lots or four (4) inches or less on improved lots above the ground shall constitute a failure to comply with the foregoing requirement. All dwellings shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Committee.

Section 19. Nuisances. No nuisances or any activities that are noxious or offensive to a reasonable person shall not be permitted on any lot or parcel in Fox Ridge, nor shall anything be done thereon which is an annoyance or nuisance to the neighborhood. No speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on any Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. No refuse, unsightly, disabled, inoperable, unlicensed, or abandoned vehicles, debris, noxious material, discarded personal effects, or unsightly construction materials shall be permitted within Fox Ridge.

Section 20. Animals. No animal shall be kept on any Lot without the Committee’s permission, except dogs, cats, and other household pets, provided that they are not kept, bred, or maintained for any commercial purpose. Animals shall be confined to the Owner’s(s’) property or be on a leash at all times. Household pets shall not unreasonably interfere with the comfort, privacy, or safety of other Owners or persons within Fox Ridge. The Committee shall have the right to exclude any animal that the Committee determines in its sole and unrestricted discretion, to have unreasonably interfered with the comfort, privacy, or safety of any Owners or any other person within Fox Ridge.

Section 21. Garbage and Refuse Disposal. Garbage and refuse shall be placed in containers, which shall be concealed and contained within the garage or dwelling, or shall be concealed by means of a screening wall or material similar to and compatible with that of the dwelling or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year as approved by the Committee. There shall be no exterior household trash or garbage burning, nor shall any Owner accumulate on such Owner’s Lot, unlicensed, non-driveable, or unsightly vehicles or other unused or unsightly personal property.

Section 22. Excavation. No excavation for minerals, gravel, petroleum products, stone, or any other material shall be done upon any Lot or parcel other than excavation for construction purposes.

Section 23. Right of Entry. The Developer or the Committee, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect any Lot, whether prior to, during, or after the completion of any construction for purposes of determining whether or not the provisions of this Declaration of Covenants are being complied with and in exercising all rights and powers conferred upon the Developer or the Committee with respect to the enforcement or correction or remedy relating to any failure of the Owner of any Lot to observe any of the provisions of this Declaration of Covenants or any other regulations adopted pursuant to this Declaration of Covenants, and neither the Developer, Committee, nor any of their agents and representatives shall be deemed to have committed a trespass as a result thereof.
Section 24. Mailboxes. Mailboxes will be uniform and the type may be specified by the Developer or the Association's Board of Directors. The cost for the mailboxes, the installation of the mailboxes and the proper maintenance of the mailboxes will be at the Lot Owner's expense. In the case of mailboxes that are shared by Lot Owners, the Lot Owners will be jointly responsible for the cost, installation and maintenance of the mailboxes.

ARTICLE X
GENERAL PROVISIONS

Section 1. Grantee's Acceptance. Each grantee or purchaser of any Lot in Fox Ridge, shall, by acceptance of a deed or other instrument conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such Lot: accept such deed or other instrument upon and subject to each and all of the provisions of this Declaration and as the same may be properly amended and to the jurisdiction, rights, powers, privileges and immunities of Developer, of the Association, and of the Committee, and by such acceptance every such grantee or purchaser shall for himself, his heirs, personal representatives, grantees, successors, and assigns, covenant, consent and agree to and with Developer, and to and with all grantees and subsequent owners of each of the other Lots in Fox Ridge to keep, observe, comply with and perform all of the provisions of this Declaration regardless of whether this Declaration is referred to or expressed in any such deed or other instrument.

Section 2. Remedies/Enforcement. In General. Any party to whose benefit this Declaration inures, including Developer, the Association, or any Owner of any Lot, may proceed at law or in equity to prevent the occurrence or continuation of any violation of this Declaration. However, the Developer shall not be liable for damages of any kind to any person for its failure or the failure of third parties to abide by, enforce or carry out any of the provisions of this Declaration. The Court in any such action may award to the party who is successful in enforcing any of such provisions reasonable attorneys' fees and reasonable expenses incurred as a result of such action or proceeding. 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 said provisions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to such party upon the occurrence, recurrence or continuation of such violation.

Section 3. Duration. Except as otherwise provided in this Declaration, the foregoing Declaration is to run with the land constituting all Lots in Fox Ridge, Phase One and Phase Two, and in all other Lots in Fox Ridge, and shall be binding on all persons who now or hereafter own any of such land, and all of their grantees and successors of title to such land, and all persons claiming an interest therein from any of them.

Section 4. Amendments. This Declaration may be amended by an instrument signed by the Developer or its successor or assigns so long as the Developer or its successor or assigns continues to own any Lot in Fox Ridge. After the Developer or its successor or assigns no longer own any Lot in Fox Ridge, this Declaration may be amended by an instrument signed by the Owners of not less than
two-thirds (2/3) of the Lots in Fox Ridge. Any amendment must be recorded in the Office of the Recorder of Bartholomew County, Indiana. No such agreement to amend, in whole or in part, shall be effective unless written notice of the proposed amendment is sent to every owner of a Lot at least thirty (30) days in advance of any action taken and no such amendment shall be effective with respect to any permanent easements.

Section 5. Titles. The titles preceding the various paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall affect the meaning, interpretation or the construction of any provision of this Declaration. 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.

Section 6. Reversibility. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

The undersigned persons executing this Declaration on behalf of Cornerstone Development Company, LLC, represent and certify that they are all of the members of such limited liability company and have been fully empowered to execute and record this Declaration, and that all necessary action for the making of this Declaration has been taken and done.

IN WITNESS WHEREOF, Cornerstone Development Company, LLC, has caused this Declaration to be executed this 4th day of December, 2012.

CORNERSTONE DEVELOPMENT COMPANY, LLC

By: [Signature]

Steven L. Charlton, Member

By: [Signature]

George Dutro, Member

STATE OF INDIANA |
COUNTY OF BARTHOLOMEE |

Before me, a Notary Public in and for said county and state, personally appeared Steven L. Charlton and George Dutro, the members of Cornerstone Development Company, LLC, who acknowledged the execution of the foregoing for and
on behalf of Cornerstone Development Company, LLC, and who, having been duly sworn, stated the representations therein contained are true.

Witness my hand and notarial seal this 4th day of December, 2012.

Signature

Notary Public

Printed Name

My Commission Expires: 11/16/18

County of Residence: Brown
EXHIBIT “A”

ARTICLES OF INCORPORATION
OF
FOX RIDGE COMMUNITY ASSOCIATION

The undersigned incorporators, desiring to form a corporation (hereinafter referred to as the “corporation”) pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, (hereinafter referred to as the “Act”), executes the following Articles of Incorporation:

ARTICLE I
Name

The name of the corporation is Fox Ridge Community Association, Inc.

ARTICLE II
Purposes

The purposes for which the corporation is formed are:

Section 1. Not for the Profit of Members. This corporation does not contemplate pecuniary gain or profit to the members thereof.

Section 2. General Purposes. The general purposes for which the corporation is formed are to provide for the maintenance, preservation and architectural control of the Lots, Common Areas and the improvements located thereon in Fox Ridge Subdivision, hereinafter also referred to as “Fox Ridge”, in Columbus, Indiana, and to promote the health, safety and welfare of the residents of Fox Ridge.

Section 3. Powers in Declaration of Covenants of Fox Ridge. The corporation shall have the additional purposes and shall have all of the rights, powers, and privileges and all of the duties and obligations of the corporation as set forth in that certain DECLARATION OF COVENANTS OF FOX RIDGE SUBDIVISION dated ________________, executed by Cornerstone Development Company, LLC, as recorded in the office of the Recorder of Bartholomew County, Indiana, on ________________, as Instrument Number ____________, as the same may be amended from time to time, hereinafter also referred to as the “Declaration”.

Section 4. Additional Powers. The corporation shall have any and all other powers, rights and privileges which a corporation organized under the Indiana Nonprofit Corporation Act of 1991 may now or hereafter have or exercise to the extent such powers, rights, and privileges are not inconsistent with the Declaration or as it may hereafter be properly amended.

-1-
ARTICLE III

Type of Corporation

The corporation is a mutual benefit corporation.

ARTICLE IV

Resident Agent and Principal Office

Section 1. Resident Agent: The name and street address of the corporation’s resident agent and registered office for service of process is George Dutro, 441 6th Street, Columbus, IN 47201.

Section 2. Principal Office: The post office address of the principal office of the corporation is 441 6th Street, Columbus, IN 47201.

ARTICLE V

Membership

Section 1. Membership: The corporation will have members. Membership in the corporation is limited to owners of single Lots in Fox Ridge Subdivision subject to the Declaration. Membership is automatic with and appurtenant to such ownership. Every owner of a Lot in Fox Ridge subject to the Declaration shall be a member of the corporation, and by taking title to such Lot each owner shall be conclusively deemed to have agreed to admission as a member of the corporation. Membership shall be appurtenant to and may not be separated from ownership of any such Lot pursuant to the Declaration. Membership may be represented by a certificate. There are two (2) different classes of membership as stated herein.

Section 2. Voting: The corporation shall have two (2) classes of voting memberships:

(a) Class A. Class A members shall be all Owners of Lots in Fox Ridge subject to the Declaration (except Cornerstone Development Company, LLC, or its successors or assigns, while it is a Class B member and except for the successors of assigns of said limited liability company who shall succeed to its rights under the Declaration while such successor or assigns is a Class B member), and the Owners of each Lot shall be entitled to one (1) vote for each Lot. If a Lot is owned by more than one person, or owned by a corporation or other entity, a certificate of appointment, designating the individual entitled to cast the vote for the Lot, shall be filed with the Secretary of the corporation.
Such certificate shall be valid until revoked, or until superseded by a subsequent certificate or until a change of ownership in the Lot occurs. A certificate designating the person entitled to cast the vote of the Lot may be revoked by any owner of the Lot by giving prior written notification to the Secretary. The Secretary may waive the filing of the certificate where the Lot is owned by a married couple and only the husband or wife votes. In no event shall more than one (1) vote be cast with respect to any one (1) Lot.

(b) Class B. The Class B member shall be Cornerstone Development Company, LLC, or its successors or assigns, and such member shall be entitled to seven (7) votes for each Lot it owns. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

1. When Title to all Lots in Fox Ridge have been conveyed by Cornerstone Development Company, LLC or by its successors or assigns to persons or entities other than successors and assigns who were assigned all of Developer’s rights under the Declaration, or
2. When Cornerstone Development Company, LLC, or its successors or assigns who are assigned all of Developer’s rights under the Declaration, requests the corporation to convert its Class B membership to Class A membership.

ARTICLE VI

Directors

Section 1. Number of Directors. The initial Board of Directors is composed of two (2) members. The minimum number of Directors shall be two (2) and the maximum number shall be nine (9). However, the exact number of directors shall be prescribed from time to time in the By-Laws of the corporation; and under no circumstances shall the minimum be less than two (2). Cornerstone Development Company, LLC, and its successors and assigns, shall have the right and shall be entitled to appoint or elect the Board of Directors of the corporation, until the cessation of its Class B membership as provided in the Declaration, and this right may not be amended, rescinded, revoked, modified, or altered without the express written consent of Cornerstone Development Company, LLC, or of its successors or assigns.

Section 2. Initial Board of Directors. Name and post office addresses of the initial Board of Directors are:

Steven L. Charlton
1170 Pintail Court
Columbus, IN 47201

George Dutro
2249 Pearl Street
Columbus, IN 47201
ARTICLE VII

Incorporators

Section 1. Names and post office addresses of the incorporators of the corporation are as follows:

Steven L. Charlton  
1170 Pintail Court  
Columbus, IN 47201

George Dutro  
2249 Pearl Street  
Columbus, IN 47201

ARTICLE VIII

Amendments

The Articles of Incorporation of the corporation and the By-Laws of the corporation may not be amended so as to be inconsistent with any of the terms and provisions of the Declaration, or of any proper amendment thereof.

In the event of any conflict between the Articles of Incorporation and the Declaration, the Declaration shall control. In the event of any conflict between the By-Laws of the corporation and the Declaration, the Declaration shall control. In the event of any conflict between the Articles of Incorporation of the corporation and the By-Laws of the corporation, the Articles Of Incorporation shall control.

ARTICLE IX

Provisions Regarding Distribution of Assets on Dissolution

If the corporation is dissolved, the assets of the corporation shall be paid and distributed as provided in the Indiana Nonprofit Corporation Act of 1991, as amended.
ARTICLE X

Definitions

As used in these Articles of Incorporation, terms and words shall have the same meaning as set forth in the Declaration or any amendment thereof.

The undersigned hereby adopts these Articles of Incorporation.

IN WITNESS WHEREOF, I hereby verify, subject to penalties of perjury, that the facts contained herein are true this 4th day of December 2012.

Steven L. Charlton
George Dutro
EXHIBIT "B"

BY-LAWS

OF

FOX RIDGE COMMUNITY ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of the corporation is Fox Ridge Community Association, Inc., (hereinafter referred to as the "corporation"). The initial principal office of the corporation shall be located at 441 Sixth Street, Columbus, IN 47201.

ARTICLE II

Corporate Seal

The corporation shall have no seal.

ARTICLE III

Definitions

All of the terms and provisions as set forth in the DECLARATION OF COVENANTS OF FOX RIDGE SUBDIVISION, dated as Instrument Number , as recorded in the office of the Recorder of Bartholomew County on , as the same may be amended from time to time, including the definitions of certain terms, are hereby incorporated in full by reference, and said Declaration, including any amendment thereof, is also referred to herein as "the Declaration."

ARTICLE IV

Meetings of Members

Section 1. Annual Meeting. The first annual meeting of the members shall be held within two (2) years from the date of incorporation of the corporation. Annual meetings of the members shall be held on the first Sunday in November each year at the hour of 2:00 p.m. provided, however, that the Board of Directors, also referred to in these By-Laws as the "Board," by resolution may fix a date for the annual meeting no more than thirty (30) days before or after said date. If the day for the annual meeting is a legal holiday or weekend, the annual meeting will be held at the same hour on the first day following which is not a legal holiday or weekend.

Section 2. Special Meetings. Special meetings of the members may be called by the President of the Corporation or by the Board of Directors. The Corporation shall also hold a special meeting of the members if at least ten
percent (10%) of the members submit one (1) written demand to the Board of Directors that describes the purpose for which the meeting is to be held and is signed by the members requesting the special meeting. If the Board of Directors fails to send out a notice of the date, time, and place for a special meeting not more than thirty (30) days after it receives a valid written demand, a member who signed the written demand may set the date, time, and place for the special meeting and send out a notice to the other members.

Section 3. Place of Meetings. Annual meetings and special meetings may be held at the principal office of the corporation, or at such other place as determined by the Board of Directors.

Section 4. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting at which changes in the Articles of Incorporation or By-Laws of the corporation are to be considered and fifteen (15) days before other meetings of members to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the corporation, or supplied by such member to the corporation for the purpose of notice. Such notice shall specify the place, date and time of the meeting, the purpose of the meeting, and a description of any matter or matters to be considered at the meeting that must be approved by the members under Indiana Code 23-17-13-2, Indiana Code 23-17-16-3, Indiana Code 23-17-17-5, Indiana Code 23-17-19-4, Indiana Code 23-17-20-2, or Indiana Code 23-17-22-2.

Section 5. Waiver of Notice.

(a) A member may waive a notice of any meeting before or after the date and time stated in the notice. The waiver by the member entitled to the notice must be as follows:

(1) In writing,
(2) Signed by the member entitled to the notice,
(3) Delivered to the corporation for inclusion in the minutes or filing with the corporation's records.

(b) A member's attendance at a meeting:

(1) Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and
(2) Waives objection to consideration of a particular matter at the meeting that is not within the purpose described in the meeting notice, unless the member objects to considering the matter when the matter is presented.

Section 6. Quorum. The presence at a meeting of members in person or by proxy entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Indiana Nonprofit Corporation Act, the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum
shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 7. Voting. The corporation shall have two (2) classes of voting memberships:

(a) Class A. Class A members are defined in the Articles of Incorporation, and Class A members shall be entitled to one (1) vote for each lot. If a Lot is owned by more than one (1) person, or owned by a corporation, or other entity, a certificate of appointment, designating the individual entitled to cast the vote for the Lot, shall be filed with the Secretary of the corporation. Such certificate shall be valid until revoked, or until superseded by a subsequent certificate, or until a change of ownership in the lot occurs. A certificate designating the person entitled to cast the vote of the Lot may be revoked by any owner of the Lot. The Secretary may waive the filing of the certificate where the lot is owned by a married couple and only the husband or wife votes. In no event shall more than one (1) vote be cast with respect to any one Lot.

(b) Class B. The Class B member is defined in the Articles of Incorporation, and such member shall be entitled to seven (7) votes for each Lot it owns. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(1) when title to all Lots in Fox Ridge have been conveyed by Cornerstone Development Company, LLC, or by its successors or assigns to persons or entities other than successors and assigns who are assigned all of Developer's rights under the Declaration, or

(2) when Cornerstone Development Company, LLC, or its successors or assigns who are assigned all of Developer's rights under the Declaration, requests the corporation to convert its Class B membership to Class A membership.

Section 8. Proxy Voting.

(a) A member may vote the member's membership in person or by proxy.

(b) A member may appoint a proxy to vote or otherwise act for the member by signing an appointment form:

(1) Personally; or

(2) By an attorney-in-fact.

(c) An appointment of a proxy is effective when received by the secretary or other officer or agent authorized to tabulate votes. An appointment is valid for eleven (11) months unless a shorter or longer period is expressly provided in the appointment form.
(c) An appointment of a proxy is revocable by the member.

(e) The death or incapacity of the member appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises the proxy's authority under the appointment.

(f) Subject to Indiana Code 23-17-11-9 and to any express limitation on the proxy's authority appearing on the face of the appointment form, a corporation may accept the proxy's vote or other action as that of the member making the appointment.

Section 9. Voting by Corporation or Trust. Where a corporation or trust is an owner or is otherwise entitled to vote, the trustee may cast the vote or votes on behalf of the trust and the agent or other representative of the corporation duly empowered by the Board of Directors of such corporation shall cast the vote or votes to which the corporation is entitled.

Section 10. Record Date and Closing Membership Register. The Board may fix a time, in the future, not exceeding seventy (70) days preceding the date of any annual or special meeting of the members, as a record date for the determination of the members entitled to notice of and to vote at any such meeting, and in such case only members of record on the date so fixed shall be entitled to notice of and to vote at such meeting, notwithstanding any transfer or any membership on the books of the corporation after any record date so fixed. For the purpose of determining such record date, the Board may close the books of the corporation against transfer of membership during the whole, or any part, of any such period.

Section 11. Voting List.

(a) After fixing a record date for a notice of a meeting, the Secretary shall prepare a list of names of the corporation's members who are entitled to notice of a members' meeting. The list must show the address and number of votes each member is entitled to vote at the meeting. The corporation shall prepare on a current basis through the time of the membership meeting a list of members, if any, who are entitled to vote at the meeting, but not entitled to notice of the meeting. This list shall be prepared on the same basis and be part of the list of members.

(b) The list of members must be available for inspection by a member for the purpose of communication with other members concerning the meeting, beginning five (5) business days before the date of the meeting for which the list was prepared and continuing through the meeting, at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. Subject to Indiana Code 23-17-27-5(c) and Indiana Code 23-17-27-5:

(1) A member;

(2) A member's agent; or
(3) An attorney authorized in writing;

may, on written demand, inspect and copy the list, during regular business hours and at the member's expense, during the period the list is available for inspection.

(c) The Corporation shall maintain a current roster of all members of the Corporation, which includes the mailing address and legal description for each member of the Corporation. The Corporation shall also maintain any electronic mail addresses or facsimile numbers of those members who have consented to receive notices by electronic mail or fax. This information shall be removed from the Corporation's records if the member revokes consent to receive notice by electronic mail or fax. The membership roster shall be made available to a member of the Corporation upon request, but it may only be used for a purpose related to the operation of the Corporation and not for personal reasons. The Corporation may not sell, exchange, or otherwise transfer information maintained by the Corporation except as provided herein.

(d) Refusal or failure to prepare or make available the list of members does not affect the validity of an action taken at the meeting.

(e) The use and distribution of information acquired from inspection or copying the list of members under the rights granted by this section are subject to Indiana Code 23_17_27_2(c) and Indiana Code 23_17_27_5.

Section 12. Method of Voting. The Board shall adopt by resolution the method of voting at meetings of members to allow voting consistent with the provisions contained herein and in the Declaration.

Section 13. Conduct of Annual Meeting. The chairman of the annual meeting and any special meeting shall be the President of the corporation. He shall call the annual meeting to order at the duly designated time and business at the annual meeting will be conducted in the following order:

(a) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.

(b) Report of Corporation's Activities. The President and/or his designee shall report on the activities of the corporation.

(c) Treasurer's Report. The Treasurer shall report to the members concerning the financial condition of the corporation and answer relevant questions of the members concerning the common expenses, revenues, and financial report for the prior year and the proposed budget for the current year.

(d) Elections. Elections to the Board of Directors, and other elective provisions shall be affected as provided herein and in accordance with the rules, policies and procedures of the Elections Committee.

(e) Other Business. Other business may be brought before the annual meeting if initiated by the Board or upon a written request
submitted to the Secretary of the corporation at least forty-five (45) days prior to the date of said meeting; provided, that these matters are raised consistent with the notice requirements of these By-Laws and of Indiana Code 23-17-10-5 and Indiana Code 23-17-11-4(b).

(f) Adjournment.


(a) An action that may be taken at an annual, regular, or special meeting of members may be taken without a meeting if the corporation delivers a written ballot to every member entitled to vote on the matter.

(b) A written ballot must do the following:

1. Set forth each proposed action.
2. Provide an opportunity to vote for or against each proposed action.

(c) Approval by written ballot under this section is valid only when the following occur:

1. The number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action.
2. The number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(d) A solicitation for votes by written ballot must do the following:

1. Indicate the number of responses needed to meet the quorum requirements.
2. State the percentage of approvals necessary to approve each matter other than the election of directors.
3. Specify the time by which a ballot must be received by the corporation to be counted.

(e) Except as otherwise provided in Articles of Incorporation or By-Laws, a written ballot may not be revoked.

Section 15. Action Without Meeting--Approval by Written Consent.

(a) Action required or permitted by this article to be approved by the members may be taken without a meeting of members if the action is approved by members holding at least eighty percent (80%) of the votes entitled to be cast on the action. The action must be evidenced by at least one (1) written consent describing the action taken that meets the following conditions:
(1) Is signed by the members representing at least eighty percent (80%) of the votes entitled to be cast on the action.

(2) Is delivered to the corporation for inclusion in the minutes or filing with the corporation’s records.

Requests for written consents must be delivered to all members.

(b) If not otherwise determined under Indiana Code 23-17-10-3, the record date for determining members entitled to take action without a meeting is the date the first member signs the consent under subsection (a).

(c) A consent signed under this section:

(1) Has the effect of a meeting; and

(2) May be described as such in any document.

(d) Action taken under this section is effective when the last member necessary to meet the eighty percent (80%) requirement signs the consent unless a prior or subsequent effective date is specified in the consent.

ARTICLE V
Board of Directors

Section 1. Number of Directors. The initial Board of Directors is composed of two (2) members. Cornerstone Development Company, LLC, and its successors and assigns, ("Developer") shall have the right and shall be entitled to appoint the Board of Directors of the corporation who shall be "Appointed Directors" pursuant to these By-Laws, until the cessation of its Class B membership as provided in the Declaration, and this right may not be amended, rescinded, revoked, modified, or altered without the express written consent of Cornerstone Development Company, LLC, or of its successors or assigns.

Section 2. Composition and Term.

Appointed Directors. Appointed Directors shall be appointed by the Developer and shall serve at the pleasure of the Developer. In the event of death, resignation, or removal of an appointed Director, his successor shall be appointed by the Developer. They need not be members of the corporation.

Elected Directors. Elected Directors shall be members of the corporation, who are elected at the annual meetings of the members, from and by the Class A and B members. Elected Directors shall serve staggered three (3) year terms.

Section 3. Method of Nomination. Candidates for elected directorships are required to file with the Elections Committee a petition of candidacy signed by at least two (2) members at least forty-five (45) days prior to the
annual meeting. The Elections Committee shall provide all members with a ballot containing the names of all bona fide candidates with the notice of the annual meeting. Nominations for individuals for election to the Board of Directors shall be made by the Elections Committee, which shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall only be made from among members of the corporation and may include persons who have not filed a petition for candidacy with the Elections Committee.

Section 4. Method of Election. Election shall be by voting machine or computer or by written ballot at the annual meeting or delivered to the chairman of the Elections Committee or his designee prior to the start of the annual meeting. The members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Articles of Incorporation. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected.

Section 5. Resignation and Removal. The unexcused absence of an elected Director from three (3) consecutive regular meetings of the Board shall be deemed a resignation. Any elected Director may be removed from the Board, with or without cause, by vote of a majority of the Directors then in office.

Section 6. Vacancies. In the event of the death, resignation, or removal of an elected Director, his successor shall be appointed by the remaining elected Directors, or by the Directors as a whole if there are no remaining elected Directors, and shall serve for the unexpired term of his predecessor.

Section 7. Meetings of Directors.

Regular Meetings. Regular meetings of the Board of Directors shall be held as often as necessary to reasonably transact the business of the corporation, but no less frequently than quarterly, without notice, at such place, day and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Special Meetings. Special meetings of the Board of Directors shall be held when called by the President, or by any two (2) Directors, after not less than three (3) days notice to each Director of the date, time, and place of the meeting. A Director may waive a notice of any special meeting by written waiver signed by the Director and filed with the minutes of the corporate records. A Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting unless the Director at the beginning of the meeting or promptly upon the Director's arrival objects to holding the meeting or transacting business at the meeting and does not vote for or assent to action taken at the meeting.

Section 8. Action Without Meeting.

(a) Action required or permitted to be taken at a meeting of a Board of Directors may be taken without a meeting if the action is taken by all members of the Board of Directors. The action must be evidenced by at least one (1) written consent.
(1) Describing the action taken;
(2) Signed by each Director; and
(3) Included in the minutes or filed with the Corporate Records reflecting the action taken.

(b) Action taken under this section is effective when the last Director signs the consent, unless the consent specifies a prior or subsequent effective date.

(c) A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

Section 9. Quorum.

(a) A quorum of a Board of Directors consists of a majority of the Directors in office immediately before a meeting begins.

(b) If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present when the act is taken is the act of the Board of Directors unless the Indiana Nonprofit Corporation Act, the Declaration, Articles of Incorporation, or By-Laws require the vote of a greater number of Directors.

Section 10. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors. The Secretary shall keep minutes of the meeting recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. The President may elect to use the then current edition of Robert's Rules of Order to govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these By-Laws, or applicable law.

Section 11. Executive Sessions. All meetings of the Board shall be open to observers, although the President may call a Board into executive session on matters of personnel or for hearings on infractions of rules and regulations. Any action taken by the Board in executive session shall be recorded in the minutes of the Board.

Section 12. Powers. The Board of Directors shall have all powers for the conduct of the affairs of the corporation which are enabled by law, the Declaration, and the Articles of Incorporation which are not specifically reserved to members or the Developer.

The Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit or render it liable peculiarly for any purpose or to any amount. Provided, however, that neither the Board of Directors nor any officer or agent acting on its behalf may enter into any contract that would result in a new assessment or the increase in an existing assessment in an amount greater than Five Hundred Dollars ($500) per year per member unless the board holds at least two (2) member meetings concerning the contract and the contract is approved by the
affirmative vote of at least two-thirds (2/3's) of the affected members of the Association. The Board of Directors shall give notice of the first meeting to each member at least seven (7) calendar days before the date the meeting occurs.

Section 13. Duties. Without limiting the generality of its powers, the Board shall provide for the following:

(a) Perform all of the duties of the Board of Directors in accordance with the Declaration;

(b) Cause to be prepared an annual budget and statement of the corporation's financial receipts, expenditures, and condition and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by more than fifty percent (50%) of the votes of the Class A members who are entitled to vote;

(c) Supervise all officers, agents and employees of the corporation, and to see that their duties are properly performed.

ARTICLE VI

Officers and Their Duties

Section 1. Enumeration of Officers. The officers of the corporation shall be a President, Vice President, and Treasurer, who shall at all times be members of the Board of Directors, and a Secretary who may be a Director, and such other officers as the Board from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers shall be elected annually by the Board and each shall hold office for one (1) year and until his successor is elected and qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the corporation require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the office he replaced.
Section 7. Multiple Offices. The offices of Secretary and Treasurer, President and Treasurer, or Vice President and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officer are as follows:

President. The President shall preside at all meetings of the members and of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, leases, notes, mortgages, deeds, and other written instruments for and on behalf of the corporation.

Vice President. The Vice President shall act in the place and stead of the President in the event of his absence or inability to act, and shall exercise and discharge other such duties as may be required of him by the Board of Directors.

Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the corporation together with their addresses, and shall perform such other duties as required by the Board.

Treasurer. The Treasurer and/or such other person(s) as may be authorized by the Board of Directors shall receive and deposit in appropriate bank accounts all monies of the corporation and shall disburse such funds as directed by resolution of the Board of Directors; however, a resolution of the Board shall not be necessary for payment of the legal debts of the Corporation or for disbursements made in the ordinary course of business conducted within the limits of a budget approved by the Board. The Treasurer and/or such other person(s) as may be authorized by the Board of Directors shall sign all checks and promissory notes for and on behalf of the corporation; keep proper books of account; cause an annual audit of the corporation books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board of Directors to be considered by it when making assessments as provided in the Declaration.

ARTICLE VII

Committees

Section 1. Elections Committee.

Selection and Composition. The Board shall appoint an Elections Committee no later than two (2) months prior to the annual meeting. The Committee shall be composed of a chairman and at least two (2) other members, all of whom shall be members of the corporation, and who may be Directors.

Purpose and Function. The Elections Committee shall be responsible for the orderly supervision and administration of Board elections in accordance with these By-Laws and procedures as may be adopted by the Board.
Section 2. Design Review Committee.

(a) Creation. The initial Committee shall be composed of two (2) members. Cornerstone Development Company, LLC, and its successors and assigns, ("Developer") shall have the right and shall be entitled to appoint the Committee members, until the cessation of its Class B membership as provided in the Declaration, and this right may not be amended, rescinded, revoked, modified, or altered without the express written consent of the Developer, or of its successors or assigns.

(b) Purpose, Function, and Duties. The Design Review Committee shall have all of the powers, functions, responsibilities and duties as set forth in the Declaration.

(c) Composition and Term. The Design Review Committee shall be composed of no less than two (2) and no more than five (5) members. Members shall serve staggered three (3) year terms, as determined by the Board of Directors. Members of the Design Review Committee may be members of the Board of Directors.

(d) Method of Selection. The Board of Directors shall appoint committee members as needed to bring committee membership to at least two (2) persons.

(e) Vacancies. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

(f) Officers. At the first meeting of the Committee following each annual meeting of members, the Committee shall elect from among themselves a Chairman, a Vice Chairman, and a Secretary who shall perform the usual duties of their respective offices. One (1) person may hold more than one (1) office.

(g) Meetings.

(1) Meetings. The Design Review Committee shall meet as often as their responsibilities require. The date, time, and place of meetings shall be determined by the Chairman of the Design Review Committee or by a majority of the Committee members.

(2) Quorum. The quorum required at meetings for the Design Review Committee to carry out its business shall be a simple majority.

(3) Action taken without a Meeting. The Design Review Committee shall have the right to take any action in the absence of a meeting which it could take at a meeting by obtaining the written approval of all the members thereof, which shall be filed with the minutes of the proceedings of the Committee. Any action so approved shall have the same effect as though taken at a meeting of the committee or subcommittee.

(4) Open Meetings. All meetings of the Design Review Committee shall be open to members, Directors, Officers, first
mortgagees, the Developer and others having an interest in
the subject matter of the meeting.

Section 3. Other Committees. The Board shall appoint other
committees as deemed appropriate in carrying out its purposes as provided by

ARTICLE VII

Record and Report Requirements

Section 1. Record and Report Requirements.

(a) The corporation shall keep as permanent records a record of the
following:

(1) Minutes of meetings of the corporation's members and Board of
Directors.

(2) A record of actions taken by the members or Directors without
a meeting.

(3) A record of actions taken by committees of the Board of
Directors as authorized under Indiana Code 23-17-15-6(d).

(b) The corporation shall maintain appropriate accounting records.

(c) The corporation or the corporation's agent shall maintain a record
of the corporation's members in a form that permits preparation of
a list of the names and addresses of all members, in alphabetical
order by class, showing the number of votes each member is entitled
to cast.

(d) The corporation shall maintain the corporation's records in written
form or in another form capable of conversion into written form
within a reasonable time.

(e) The corporation shall keep a copy of the following records at the
corporation's principal office:

(1) The corporation's Articles of Incorporation or restated
Articles of Incorporation and all amendments to the Articles
of Incorporation currently in effect.

(2) The corporation's By-laws or restated By-laws and all
amendments to the By-laws currently in effect.

(3) Resolutions adopted by the corporation's Board of Directors
relating to the characteristics, qualifications, rights,
limitations, and obligations of members or a class or
category of members.

(4) The minutes of all meetings of members and records of all
actions approved by the members for the past three (3) years.
(5) Written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years under Indiana Code 23-17-27-6.

(6) A list of the names and businesses or home addresses of the corporation's current directors and officers.

(7) The corporation's most recent annual report delivered to the Secretary of State under Indiana Code 23-17-27-8.

Section 2. Right of Member to Inspect and Copy Records.

(a) Subject to Indiana Code 23-17-27-3(c), a member is entitled to inspect and copy, at a reasonable time and location specified by the corporation, the records of the corporation described in Indiana Code 23-17-27-1(e) if the member gives the corporation written notice or a written demand at least five (5) business days before the date on which the member desires to inspect and copy.

(b) A member may inspect and copy, at a reasonable time and reasonable location specified by the corporation, the following records of the corporation if the member meets the requirements of subsection (c) and gives the corporation written notice at least five (5) business days before the date on which the member desires to inspect and copy:

   (1) Excerpts from records required to be maintained under Indiana Code 23-17-27-1(a), to the extent not subject to inspection under subsection (a).

   (2) Accounting records of the corporation.

   (3) Subject to Indiana Code 23-17-27-5, the membership list.

(c) A member may inspect and copy the records identified in subsection (b) only if the following conditions exist:

   (1) The member's demand is made in good faith and for a proper purpose.

   (2) The member describes with reasonable particularity the purpose and the records the member desires to inspect.

   (3) The records are directly connected with the purpose.

(d) This section does not affect the following:

   (1) The rights of a member to inspect records under Indiana Code 23-17-11-1 or, if the member is in litigation with the corporation, to the same extent as any other litigant.

   (2) The power of a court, independently of this Article, to compel the production of corporate records for examination.
Section 3. Inspection and Copying by Member's Agent or Attorney.

(a) A member's agent or attorney, if authorized in writing, has the same inspection and copying rights as the member the agent or attorney represents.

(b) The right to copy records under Indiana Code 23-17-27-2 of this chapter includes, if reasonable, the right to receive copies made by photographic, xerographic, or other means.

(c) The Board of Directors of the corporation may impose a reasonable charge, covering the costs of labor and materials for copies of any documents provided to the member. The charge may not exceed the reasonable estimated cost of production or reproduction of the records.

(d) The corporation may comply with a member's demand to inspect the record of members under Indiana Code 23-17-27-2(b)(3) by providing the member with a list of the corporation's members that was compiled not earlier than the date of the member's demand.

Section 4. Restrictions on Sale or Use of Membership List. Without the consent of a Board of Directors, all or part of a membership list may not be obtained or used by a person for a purpose unrelated to a member's interest as a member. Without the consent of the Board of Directors, all or part of a membership list may not be:

(a) Used to solicit money or property unless the money or property will be used solely to solicit the votes of the members in an election to be held by the corporation;

(b) Used for a commercial purpose; or

(c) Sold to or purchased by a person.

Section 5. Annual Financial Statement.

(a) The corporation upon written demand from a member shall furnish the member the corporation's latest annual financial statements that include a balance sheet as of the end of the fiscal year and statement of operations for that year. If financial statements are prepared for the corporation on the basis of generally accepted accounting principles, the annual financial statements must also be prepared on that basis.

(b) If annual financial statements are reported upon by a certified public accountant, the accountant's report must accompany the statements. If annual financial statements are not reported upon by a certified public accountant, the statements must be accompanied by the statement of the Treasurer that does the following:

(1) States the Treasurer's or other person's reasonable belief as to whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describes the basis of preparation.
(2) Describes any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year.

Section 6. Indemnifications or Advances to Directors. If the corporation indemnifies or advances expenses to a Director under Indiana Code 23-17-16-1 through Indiana Code 23-17-16-11 in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance in writing to the members with or before the notice of the next meeting of members.

ARTICLE IX
Liability and Indemnification

Section 1. Elections:

(a) The officers, members of the Board of Directors, members of the Design Review Committee, and other committees the Board may establish shall not be liable to the corporation or any member for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The corporation shall indemnify and hold harmless each of such persons from and against all contractual liability to others arising out of contracts made by such person on behalf of the corporation unless any such contract shall have been made in bad faith or contrary to applicable laws, the Declaration, Articles of Incorporation, or By-Laws, except to the extent that such liability is satisfied by liability insurance. Officers, members of the Board of Directors, and committee members shall have no personal liability with respect to any contract approved by the Board of Directors on behalf of the corporation. The corporation shall indemnify and hold harmless each of the members of the Design Review Committee and other committees established by the Board of Directors from and against all liability to others arising out of the exercise of their responsibilities, unless their action shall have been taken in bad faith or contrary to the provisions of applicable law, the Declaration, Articles of Incorporation, or these By-Laws.

(b) Officers, members of the Board of Directors, members of the Design Review Committee, and other committees the Board of Directors may establish shall be entitled to the benefits of indemnity as set forth in applicable provisions of the Indiana Nonprofit Corporation Act of 1991.

(c) The corporation shall not be liable for any failure of services to be obtained by the corporation or paid for as a common expense, or for injury or damage to persons or property caused by the elements or by any member, or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from over any portion of the Common Areas or from any pipe, drain, conduit, appliance or equipment. The corporation shall not be liable to any member for loss or damage, by theft or otherwise, of
articles which may be stored upon any of the Common Areas. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or from any action taken by the corporation to comply with the Declaration, Articles of Incorporation, By-Laws, or any law, ordinance or the order or directive of any municipal or other governmental authority.

ARTICLE X

Financial Affairs

Section 1. Fiscal Year. The fiscal year of the corporation shall be January 1 through December 31 of each year, unless otherwise established by the Board of Directors.

Section 2. Annual Budget. The Board of Directors shall prepare an annual budget which reflects the estimated revenues and expenses for the ensuing budget year and the estimated surplus or deficit as of the end of the current budget year. Each member of the Corporation shall be provided with a copy of the proposed annual budget or a written notice that a copy of the proposed annual budget is available upon request at no charge to the member. Each member shall also receive a written notice of the amount of any increase or decrease in regular annual assessment that would occur if the proposed budget is adopted. The annual budget must be approved at a meeting of the members held in accordance with the terms of these Bylaws. In the event that a quorum does not exist at a meeting called for the adoption of the annual budget, the Board of Directors may adopt an annual budget in an amount that does not exceed one hundred ten percent (110%) of the last approved Corporation budget.

Section 3. Borrowing Money. In the event the Corporation desires to borrow an amount in any calendar year that exceeds the greater of Five Thousand Dollars ($5,000.00) or ten percent (10%) of the previous annual budget, the borrowing must be approved by the affirmative vote of a majority of the members. A vote held under this section must be conducted by paper ballot. Ballots must be distributed to persons eligible to vote at least thirty (30) days before the date the votes are to be opened and counted, and the votes must be opened and counted at a public meeting.

ARTICLE XI

Interpretation and Definitions

Section 1. In the event of any conflict between the Articles of Incorporation and the Declaration, the Declaration shall control. In the event of any conflict between the By-Laws of the corporation and the Declaration, the Declaration shall control. In the event of any conflict between the Articles of Incorporation of the corporation and the By-Laws of the corporation, the Articles shall control.
Section 2. As used in these By-Laws, terms or words shall have the same
meaning as set forth in the Declaration or any amendment thereof.

ARTICLE XII
Grievance Resolution Procedures

The Corporation seeks to deal openly and directly with its members and
believes that communication between members and the Board of Directors is
critical to solving problems. Members are encouraged to take advantage of this
practice to report any possible issues related to the Corporation. Members
that have a problem with another should first attempt to resolve the problem
themselves. If a resolution cannot be agreed upon, the members should deliver
a written statement describing their issues to the President of the Board of
Directors or other individual designated by the Board of Directors. Within
thirty (30) days of receipt of the written statement, the President or designee
will share the statement with the entire Board of Directors to the members.
This procedure should also be followed in the event that any member has a
problem, concern or difficulty with the board of Directors. Members who have a
concern with the President of the Board of Directors may deliver their written
statement to any other board member.

ARTICLE XIII
Amendment

So long as Developer's rights as Developer exist under the Declaration,
these By-Laws may be amended by consent of the
Developer at any special or regular meeting of the Board, except that no
amendment may be adopted that is inconsistent with the Declaration, as the same
may be properly amended, or that is inconsistent with the Articles of
Incorporation, as the same may be properly amended.

Adopted by the Board of Directors of the Fox Ridge Community Association, Inc.,
at their initial meeting on ___________________, Secretary
EXHIBIT “C”

Nonpayment Certificate and Notice of Lien

Assessment Amount: $

Due Date: 

Assessment Owed To: Fox Ridge Community Association, Inc

Address: 

Assessment Owed By: 

This lien is on Lot

to secure the payment of said assessment as provided in a
Declaration of Covenants as recorded on _________ as
Instrument Number ____________ in the Office of the Recorder of Bartholomew County, Indiana.

This is to certify that the undersigned, who is the person to whom the above-said assessment is to be paid or is the agent or Assignee of such person, holds a lien upon the above-described real estate to secure the payment of the assessment amount set forth herein, together with the payment of interest thereon as provided in said Declaration of covenants together with the payment of reasonable attorney's fees and reasonable costs of collection, all as provided in said Declaration of Covenants.

Fox Ridge Community Association, Inc

By: __________________________________________

STATE OF INDIANA  )
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said county and state, personally appeared ____________________________, who acknowledged the execution of the
foleging Nonpayment Certificate and Notice of Lien for and on behalf of Fox Ridge Community Association, Inc., and who, having been duly sworn, stated the representations therein contained are true.

Witness my hand and notarial seal this __________ day of __________ , ________

__________________________
Signature

__________________________, Notary Public
Printed Name

My Commission Expires: ________________

County of Residence: ________________
SUPPLEMENTARY DECLARATION OF COVENANTS
OF FOX RIDGE SUBDIVISION

This Supplemental Declaration of Covenants is made by the undersigned, Cornerstone Development Company, LLC, also hereinafter referred to as "Developer".

WHEREAS, Developer has executed a certain DECLARATION OF COVENANTS OF FOX RIDGE SUBDIVISION, dated December 4, 2012, said Declaration being recorded on December 4, 2012 as Instrument #2012-14118 in Plat Book "R" at page 290B in the Office of the Recorder of Bartholomew County, Indiana, hereinafter referred to as "DECLARATION OF COVENANTS";

WHEREAS, Developer is the owner of Lots 10 through 23 in Fox Ridge, Phase Two as recorded on the 7th day of September, 2013, as Instrument # 2013-11480 in Plat Book "R", at page 3067, in the Office of the Recorder of Bartholomew County, Indiana, hereinafter also referred to as "Fox Ridge, Phase Two";

WHEREAS, Developer desires to subject all of the lots in Fox Ridge, Phase Two to the DECLARATION OF COVENANTS;

WHEREAS, Developer declares that of Lots 10 through 23 in Fox Ridge, Phase Two, hereinafter also referred to as "Lots", is and are and shall be held, transferred, sold, conveyed, and occupied subject to and in compliance with the covenants, restrictions, easements, charges, liens, and provisions as set forth in the DECLARATION OF COVENANTS. Additionally, all of the provisions of the DECLARATION OF COVENANTS shall run with the title to each of the Lots in Fox Ridge, Phase Two and shall be binding upon Developer and upon all parties having or acquiring any right, any title, or interest, legal or equitable, in and to any of said Lots or any part of parts thereof and shall inure to the benefit of Developer and every one of Developer’s successors in title to each lot that is hereby made subject to the DECLARATION OF COVENANTS.

The undersigned persons executing this Supplementary Declaration on behalf of Cornerstone Development Company, LLC, represent and certify that they are all of the members of such limited liability company and have been fully empowered to execute and record this Supplementary Declaration; and that all necessary action for the making of this Supplementary Declaration has been taken and done.
IN WITNESS WHEREOF, Cornerstone Development Company, LLC has caused this Declaration to be executed this 25th day of Sept., 2013.

CORNERSTONE DEVELOPMENT COMPANY, LLC
By: Steven L. Charlton, Member

STATE OF INDIANA
COUNTY OF BARTHOLOMEW

Before me, a Notary Public in and for said county and state, personally appeared Steven L. Charlton, the member of Cornerstone Development Company, LLC, who acknowledged the execution of the foregoing SUPPLEMENTARY DECLARATION OF COVENANTS OF FOX RIDGE SUBDIVISION, and who, having been duly sworn, stated the representations therein contained are true.

Witness my hand and notarial seal this 25th day of Sept., 2013.

Signature
Notary Public

My Commission Expires: 11/16/18
County of Residence: Brand

PREPARED BY STEVEN L. CHARLTON

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

STEVEN L. CHARLTON

FILED
SEP 26 2013

Notary Public, IN