FIRST AMENDMENT OF THE
DECLARATION OF COVENANTS,
EASEMENTS AND RESTRICTIONS

FOR

THE RIDGE AT WILLOW POINTE

WILLOW POINTE, L.P.
Declarant
FIRST AMENDMENT OF THE
DECLARATION OF COVENANTS,
EASEMENTS AND RESTRICTIONS FOR
THE RIDGE AT WILLOW POINTE

This First Amendment of the Restrictive Covenants for The Ridge at Willow Pointe was approved by the Owners of the Lots in The Ridge at Willow Pointe at a meeting called for that purpose on November 6, 2013, which approval has been ratified by at least seventy-five percent (75%) of the Lot Owners at The Ridge at Willow Pointe as evidenced by their signatures contained herein so that it is hereby

WITNESSETH THAT:

WHEREAS, The Ridge at Willow Pointe is located in Plainfield, Guilford Township, Hendricks County, Indiana and was originally laid out, platted and subdivided pursuant to the petition of Willow Pointe, L.P., an Indiana Limited Partnership, which petition was approved by the Plainfield Plan Commission at a meeting held on July 6, 1998, and that thereafter the Plat of The Ridge at Willow Pointe was recorded in the Office of the Recorder of Hendricks County, Indiana, on July 27, 2000, as Instrument Numbers 200000016917 (hereafter, the “Recorded Plat”); and,

WHEREAS, a Declaration of Covenants, Easements and Restrictions (hereafter, the Restrictive Covenants) which restrict the use of the real estate comprising The Ridge at Willow Pointe was subsequently executed and recorded by Willow Pointe L.P., as the Owner and Developer of The Ridge at Willow Pointe (hereafter, the “Declarant”), in the Office of the Recorder of Hendricks County, Indiana, on July 27, 2000, as Instrument Number 200000016918 (hereafter, the “Restrictive Covenants”); and,

WHEREAS, Article VIII, Section 3 of the Restrictive Covenants provides that the Restrictive Covenants may be amended by a vote of seventy-five (75%) of the Owners of Lots in The Ridge at Willow Pointe; and,

WHEREAS, a Special Meeting of the membership of The Ridge at Willow Pointe Owners Association, Inc. was conducted November 6, 2013 at the Plainfield Library wherein the Owners of nine (9) lots were in attendance; and,

WHEREAS, at the foregoing Special Meeting of the Association a motion was duly made and seconded recommending that the Owners of the lots in The Ridge at Willow Pointe approve the First Amendment of the Declaration of Covenants, Easements and Restrictions for The Ridge at Willow Pointe, a true and accurate copy of which is attached hereto, and said motion having passed unanimously; so that,

NOW THEREFORE, the Restrictive Covenants for The Ridge at Willow Pointe are hereby amended as follows:
I. The Restrictive Covenants recorded on July 27, 2000 as Instrument Number 200000016918 are hereby amended in full as of the date this First Amendment of the Restrictive Covenants for The Ridge at Willow Pointe is recorded in the office of the Hendricks County Recorder, and,

II. The Restrictive Covenants for The Ridge at Willow Pointe shall henceforth and hereafter be as recited on the First Amendment of the Declaration of Covenants, Easements and Restrictions for the Ridge at Willow Pointe ("Declaration"), as approved the 6th day of November, 2013, by Willow Pointe, L.P., the Declarant, and The Ridge at Willow Pointe Owners Association, Inc., which First Amendment is fully set forth following this page, and,

The action of the Owners of the Lots in The Ridge at Willow Pointe taken at the duly called meeting on November 6, 2013 to approve the First Amendment of the Declaration of Covenants, Easements and Restrictions for The Ridge at Willow Pointe is hereby ratified by the following:

Willow Pointe, L.P., Owner of Lots 63 & 70:
By: Russell M. Webb, Jr., President

Owner of Lot 64:
Brenda L. Wolfe  
Jud E. or Brenda L. Wolfe

Owner of Lot 66:
Danny L. or Jamie Sue Richard

Larry Good Homes, Inc., Owner of Lot 67:
By:  
Printed: JAY ALTMAN

Owner of Lot 68:
Susan M. Hayes

Owner of Lot 69:
Anthony or Janet Meyer

Owner of Lots 72 & 73:
Bruce or Susan Canal

Owner of Lot 71:
Jon or Judith Yoho

Young Living Trust, Owner of Lot 76:
By: Eugene R. Young
Printed: Eugene R. Young

Owner of Lots 74 & 75
Charles or Mary Giesting

Owner of Lot 77
Melvin or Constance Wright
I. The Restrictive Covenants recorded on July 27, 2000 as Instrument Number 200000016918 are hereby amended in full as of the date this First Amendment of the Restrictive Covenants for The Ridge at Willow Pointe is recorded in the office of the Hendricks County Recorder, and,

II. The Restrictive Covenants for The Ridge at Willow Pointe shall henceforth and hereafter be as recited on the First Amendment of the Declaration of Covenants, Easements and Restrictions for the Ridge at Willow Pointe ("Declaration"), as approved the 6th day of November, 2013, by Willow Pointe, L.P., the Declarant, and The Ridge at Willow Pointe Owners Association, Inc., which First Amendment is fully set forth following this page, and,

The action of the Owners of the Lots in The Ridge at Willow Pointe taken at the duly called meeting on November 6, 2013 to approve the First Amendment of the Declaration of Covenants, Easements and Restrictions for The Ridge at Willow Pointe is hereby ratified by the following:

Willow Pointe, L.P., Owner of Lots 63 & 70:

By: [Signature]
Russell M. Webb, Jr., President

Owner of Lot 65:

James L. or Christine M. Kline

Larry Good Homes, Inc., Owner of Lot 67:

By: [Signature]
Printed:

Owner of Lot 69:

Anthony or Janet Meyer

Owner of Lots 72 & 73:

Bruce or Susan Canal

Young Living Trust, Owner of Lot 76:

By: [Signature]
Printed:

Owner of Lot 64:

Jud E. or Brenda L. Wolfe

Owner of Lot 66:

Danny L. or Jamie Sue Richard

Owner of Lot 68:

Susan M. Hayes

Owner of Lot 71:

Jon or Judith Yoho

Owner of Lots 74 & 75

Charles or Mary Giesting

Owner of Lot 77

Melvin or Constance Wright
THIS FIRST AMENDMENT OF THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR THE RIDGE AT WILLOW POINTE ("Declaration"), made this 6th day of November, 2013, by Willow Pointe, L.P., the Declarant, and The Ridge at Willow Pointe Owners Association, Inc.

WITNESSETH THAT:

WHEREAS, The Ridge at Willow Pointe ("the Real Estate") is a subdivision located in the Town of Plainfield, Hendricks County, Indiana, more particularly described as follows:

Lots Numbered Sixty-three through Seventy-seven (63-77) in The Ridge at Willow Pointe, an addition to the Town of Plainfield, Hendricks County, Indiana, as per plat thereof recorded July 27, 2000 in Plat Cabinet 3, Slide 116, pages 2A, 2B, and 2C in the office of the Recorder of Hendricks County, Indiana; and,

WHEREAS, the Owners of the Lots in The Ridge at Willow Pointe desire to subject the Real Estate to certain covenants in order to provide appropriate easements and restrictions with respect to the use and enjoyment of common areas, if any, and to ensure that the development and use of the various lots on the Real Estate are harmonious with and do not adversely affect the value of surrounding real estate; and

WHEREAS, the Owners of the Lots in The Ridge at Willow Pointe desire to provide for the maintenance and repair of the Common Property (as herein defined), if any, located in The Ridge at Willow Pointe, which is of common benefit to the Owners of the various lots within said subdivision, and to that end desire to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of The Ridge at Willow Pointe;

NOW, THEREFORE, the Owners of the Lots in The Ridge at Willow Pointe impose upon the Real Estate the following covenants, which shall run with the Real Estate and be binding upon the Owners of the Lots in The Ridge at Willow Pointe and upon all successors to and assigns of all or any part of Owners of the Lots in The Ridge at Willow Pointe interest in the Real Estate:

ARTICLE I

General Purpose Of This Declaration

The Real Estate is hereby subjected to the covenants herein declared to preserve the value of the Real Estate, to provide for appropriate reciprocal rights and obligations between Owners with respect to Common Areas (as herein defined) shared by them, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive buildings and other attractive improvements at appropriate locations on the Real Estate, to prevent
haphazard development thereof which may be inharmonious with other improvements on the Real Estate to preserve and maintain proper setbacks from streets and adequate free space between structures, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate, all for the purpose of preserving the values of all within The Ridge at Willow Pointe and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners within The Ridge at Willow Pointe.

**ARTICLE II**

Definitions For All Purposes Of This Declaration

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Article II:

**Section 1.** Assessment. “Assessment” means the share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of Article VII.

**Section 2.** Association. “Association” means The Ridge at Willow Pointe Owners Association, Inc., an Indiana not-for-profit corporation, formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this Declaration. For purposes of this First Amendment of the Declaration of Covenants, Easements and Restrictions for The Ridge at Willow Pointe, all actions taken by the Association prior to this Amendment are hereby disavowed and the Association shall start anew with a meeting of the Lot Owners called for the purpose of reconstituting the Association, ratifying or amending the Articles of Corporation and electing a Board of Directors.

**Section 3.** Building Committee. “Building Committee” means the Declarant so long as any Lots remain unsold by Declarant, and thereafter shall mean the Board of Directors of the Association, or any group of not less than three (3) persons designated as the Building Committee by resolution of the Board of Directors, when and to the extent exercising any rights of consent pursuant to this Declaration.

**Section 4.** Common Areas. “Common Areas,” if any, means certain open spaces or recreational or community facilities which as designated as Common Area on the plat of The Ridge at Willow Pointe, as the same is recorded, and which is intended for the common benefit of all Lots.

**Section 5.** Common Expense. “Common Expense” means the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of Common Property, if any, signage, landscaping, lawn maintenance, and any other cost or expense incurred by the Association for the benefit of the Owners.
Section 6. Common Property. “Common Property” means all personal property which is in the nature of common or public improvements or areas, and which is located in, upon, or under the Common Easements within The Ridge at Willow Pointe, other than such as may have been dedicated to the public and accepted for maintenance by the appropriate public agencies. Without limiting the generality thereof, Common Easement Areas shall include, to the extent not publicly dedicated, signage and landscaped areas and open spaces.

Section 7. Declarant. “Declarant” means Willow Pointe, L.P. or any other person, firm, corporation or partnership which succeeds to the interests of Willow Pointe, L.P. as developer of The Ridge at Willow Pointe, as set forth in a recorded instrument expressly transferring the rights and obligations of Declarant.

Section 8. Easements. “Easements” refer to those areas reserved as easements on the plat of The Ridge at Willow Pointe, as the same may be recorded from time to time and the easements described and contained herein.

Section 9. The Ridge at Willow Pointe. The term “The Ridge at Willow Pointe” means and includes all lots therein as shall have been platted and recorded by Declarant in accordance with the provisions of this Declaration.

Section 10. Lot. “Lot” means any of the separate parcels identified on the final plat of The Ridge at Willow Pointe, as the same has been recorded.

Section 11. Owner. “Owner” means any person or persons who hold or acquire on or after the date of this Declaration legal and/or equitable title to any Lot; provided, however, that “Owner” shall not include any Mortgagee so long as such Mortgagee does not have possession of the Lot or hold both legal and equitable title thereto.

Section 12. Mortgagee. The term “Mortgagee” means any holder, insurer, or guarantor of any mortgage on any Lot.

Section 13. Willow Lane. “Willow Lane” means the private road as it appears on the plat of The Ridge at Willow Pointe. Willow Lane is located on lots 63 through 66 of The Ridge at Willow Pointe. The Owners of lots 63 through 66 have entered into a Joint and Reciprocal Lane Easement dated January 24, 2014, which Agreement was entered for record in the Office of the Hendricks County Recorder on March 7, 2014 as Instrument No.201404390.

Section 14. Signage. The term “signage” shall mean the signage approved by the Building Committee, which shall be located in the Common Easement areas designating The Ridge at Willow Pointe and any information therewith.
ARTICLE III
Use and Bulk Restrictions

Section 1. Permitted Uses. The Real Estate and all improvements on any portion thereof shall be used or occupied for residential purposes, with no more than one family per Lot. No business buildings shall be erected thereon and no commercial enterprise may be conducted on any part thereof. No lease on any Lot or portion thereof shall have a term of less than one (1) year.

Section 2. Types of Structures. No structure shall be erected, altered, placed, or permitted to remain on any Lot, other than one detached, single-family dwelling. Any attached garage, attached tool shed, attached storage building, or any other attached accessory building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of said residence. No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any Lot, except such as may be used by the builder during the construction of a residential building thereon, and except such storage sheds or tool sheds as may be approved by the Building Committee. Except as provided in the preceding sentence, no structure of a temporary or readily moveable character may be placed upon any Lot or used as a residence.

Section 3. Setbacks. No building or other structure shall be placed closer than 25 feet from any right-of-way line or without the approval of the Building Committee and, if necessary under applicable zoning regulations or requirements, the approval of any zoning authority having jurisdiction thereof, provided, that Building Committee approval shall not be required for construction by Declarant. No building or other structure shall be placed closer than permitted by applicable zoning laws and variances from the back of the curb or back of the sidewalk, or the Street, as shown on the plat of The Ridge at Willow Pointe. No portion of any structure shall be placed closer than 10 feet to any portion of any building already existing or under construction on any adjacent Lot at the time construction on any Lot commences.

Section 4. Manner of Use. Each Owner shall use and occupy his respective Lot and all easements and rights-of-way appertaining thereto, in a careful, safe, and proper manner and keep his Lot in a clean and safe condition in accordance with this Declaration, applicable zoning ordinances, all health, fire, and police requirements and regulations, state statutes, local ordinances, and the lawful directions of proper public officials. No Owner shall conduct, or permit any person to conduct, any nuisance or any unlawful activity on the Real Estate.

Section 5. Floor Area. The finished and livable floor area of the main structure on any Lot, exclusive of one story open porches and garages and other attached residential accessory buildings shall not be less than 1,700 square feet without the approval of the Building Committee and, if necessary under applicable zoning regulations or requirements, the approval
of any zoning authority having jurisdiction thereof, provided, that Building Committee approval shall not be required for construction by Declarant.

Section 6.  Garage. Dwellings on all Lots shall have, at a minimum, an attached two-car garage; the entrance of any garage shall be approved by the Building Committee.

Section 7.  Roof Pitch. The roof pitch of the main roof structure of any new structure shall be the same as the existing structures adjacent or closest to the one being given building consideration. Typical roof pitches have been 10/12 or 12/12 on most structures in the addition.

Section 8.  Masonry. The exterior of all residential dwelling structures shall be brick or stone veneer, exclusive of dormers.

ARTICLE IV

General Rights and Regulations

Section 1.  Declaration. The Owners of the Lots in The Ridge at Willow Pointe hereby expressly declare that the Real Estate shall be held, transferred and occupied subject to these Restrictions. The Owners of any Lot subject to these Restrictions, and all other persons, by (i) acceptance of a Deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such Deed, executed such contract, and undertaken such occupancy subject to each Restriction and agreement herein contained. By acceptance of such Deed, or execution of such contract, or undertaking such occupancy, each Owner and all other persons acknowledge the rights and powers of Declarant the Building Committee, and the Association with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarant, the Building Committee, the Association and the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with, and perform such Restrictions.

Section 2.  Easement to Owner. The Owners of the Lots in The Ridge at Willow Pointe hereby grant a non-exclusive easement in favor of each Owner for the use, enjoyment and benefit of the Common Easement Areas subject to all of the Restrictions of this Declaration, and such easement shall be an easement running with and appurtenant to each Lot.

Section 3.  Owners Association. All lots and owners thereof shall belong to The Ridge at Willow Pointe Owners Association, Inc.

Section 4.  Nuisances. No farm animals, fowl, or domestic animals for commercial purposes shall be kept or permitted on any Lot. Pets shall be permitted outdoors only under the control of an Owner or other person, and each Owner shall be fully liable for any injury or damage to any person or to the Common Property or Easement Areas caused by his or her pet,
and shall be responsible for removing from such areas his or her pets waste materials. The Board of Directors may adopt such other rules and regulations regarding pets as it may deem appropriate, and in the event that in the judgment of the Board of Directors, any pet is causing or creating a nuisance or unreasonable disturbance or noise, such pet shall be permanently removed from the Real Estate upon written notice of such determination by the Board of Directors. No Lot or structure or improvement thereon shall be used in any manner which causes or might reasonably be expected to cause any disturbance to the normal use and enjoyment of surrounding Lots, nor in any manner which causes injury to the reputation of The Ridge at Willow Pointe, including, without limitation, the burning of any refuse or excessive noise by the use of any musical instruments, loud speakers, electrical equipment, amplifiers or other equipment or machines. No Owner shall install or maintain any interior or exterior window decor visible from outside the buildings on any Lot, other than interior window coverings having a white or light-colored backing or lining.

Section 5. Fences, Sight Obstructions. No fence shall be erected on or along any Lot line, nor on any Lot, the purpose or result of which will be to obstruct reasonable vision, light or air to adjacent Lots. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without hindrance, encroachment, or obstruction to any casement, or adjacent Lot. No fence shall be erected between the front Lot lines and the building setback line other than a wrought iron fence or similar design without the approval of the Building Committee. No fence, wall, hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Lot lines and line connecting points twenty-five (25) feet from the intersection of said street. Lot lines (or in the case of a rounded property corner, from the intersection of the street Lot Lines extended to form a corner). The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of a Street Lot line with the edge of a driveway pavement or alley line. As to any trees located within said sight line areas, the Owner thereof shall maintain the foliage line of such trees at a sufficient height to prevent obstruction of such sight lines.

Section 6. Driveways. All driveways shall be concrete and shall be constructed prior to or as soon as practicable after the completion of the construction of the dwellings in accordance with plans and specifications meeting the approval of the Building Committee.

Section 7. Vehicle Parking. No camper, motor home, truck (larger than a pickup truck), trailer, boat, or recreational vehicle of any kind may be stored on any Lot, except in an attached garage or other attached accessory building This Section 7 shall not apply to any construction vehicles, trailer, or equipment of any builder in The Ridge at Willow Pointe during the development thereof.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any Lot (whether indoors or outdoors) except that one sign of not more than six (6) square feet may be displayed for the purpose of advertising a property for sale and except for such signs as may
erected by the builders (including Declarant) to advertise the property during construction and sale, and except such other signs as may be approved by the Building Committee and, if necessary under applicable zoning regulations or requirements, by any zoning authority having jurisdiction thereof.

Section 9. Antennae. No antennae or satellite dish larger than twenty-four inches (24") shall be displayed or erected on any Lot. Location shall be approved by the Building Committee.

Section 10. Landscaping and Vegetation. Each Owner shall cause a portion of his Lot upon which other improvements are constructed to be covered with grass, trees, shrubs, and shall cause or permit such landscaping to be maintained properly, except prior to the construction of any improvements thereon or during period when the dwelling or other improvements on the Lot are actually under construction. No Owner shall permit the non-retarded growth of weeds on his Lot, and each Owner shall cause or permit the same to be kept reasonably clear from unsightly growth at all times.

Section 11. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage, or other waste shall not be kept on any Lot except in sanitary, windproof containers, and such other containers shall be kept clean, shall be stored in the garage of each respective unit except for trash pick-up days and shall not otherwise be stored on any Lot in open public view.

Section 12. Storage Tanks. Any gas or oil storage tanks used in connection with a Lot shall be either buried or located in a garage or house in such a way that they are completely concealed from public view.

Section 13. Placement of Utility Lines. All electrical service lines, gas service lines, television lines, telephone lines, and all other lines or mains which may be used for the transmission of any form of matter or energy, which may be located on the Real Estate and which are not within buildings or structures or attached to walls thereof shall be placed underground. All lines which serve any one Lot shall be so located as to be accessible for maintenance and repair without disturbance to structures and other permanent improvements on any other Lot.

Section 14. Outdoor Lighting. All permanent outdoor lighting on any Lot shall be subject to the approval of the Building Committee, and all applications of such approval shall be in writing, except that such approval shall not be required for Declarant.

Section 15. Additional Restrictions on Use. The following restrictions on the use and enjoyment of the Lots shall be applicable to The Ridge at Willow Pointe:
(a) All Lots shall be used exclusively for residential purposes and occupancy for a single-family. Nothing herein contained shall restrict the use of premises during construction and sale period as models, office, construction trailer and equipment, and for storage of equipment, materials and supplies.

(b) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that small pet dogs, cats, or customary household pets may be kept in a building on a Lot, provided that such pet is not kept, bred, or maintained for any commercial purpose, and does not create a nuisance.

(c) No clothes, sheets, blankets, rugs, laundry, or other things shall be hung out or exposed on any part of any Lot. The Lots shall be kept free and clear of rubbish, debris, and other unsightly material by the Owners.

(d) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced, or permitted on the Lots.

(e) No boats, campers, trailers of any kind, buses, mobile homes, trucks (larger than a pickup truck), motorcycles, mini-bikes, or any other unconventional vehicles of any description shall be permitted, parked, or stored anywhere within the Property, provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage except for an occasional social event. Parking of any type or kind of vehicle on a regular basis shall not be permissible upon the streets.

(f) All pet owners shall promptly remove and dispose of any excrement left by their pet on any other Lot or on any street. All owners shall clean and sanitize any deposit by their respective pets and shall repair any disturbance to property created by their respective pets.

Section 16. Remedies for Failure to Comply. In the event that any Owner fails to fully observe and perform the obligations set forth in these Covenants, and in the further event that such failure is not cured within thirty (30) days after written notice of the same is given by the Association, the Association and any Owner shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed by law or in equity to correct such failure after commencement of such proceedings. In the event that such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner’s Lot or to any person, the Association shall have the right to enter upon such Lot for the purpose of correcting such failure and any harm or damage caused thereby, without any liability whatsoever on the part of the Association. All costs incurred by the Association in connection with any act or proceeding undertaken to abate, enjoin, or correct such failure shall be payable by the defaulting Owner upon demand by the Association, and shall
immediately become a lien against his Lot, subject to payment and collection in the manner provided in Article VII for collection of Assessments. The rights of the Owners and the Association under this Section shall be in addition to all other enforcement rights hereunder or by law or in equity.

Section 17. Lot Access. All Lots shall be accessed from the Driveways.

ARTICLE V
Additional Rights and Obligations

Section 1. Easement for Common Structures. Each Owner shall have the exclusive right (subject to the provisions of this Declaration) to use, occupy and enjoy his Lot and the improvements thereon.

Section 2. Maintenance and Repair of Common Structures. Each Owner shall be responsible for the maintenance, repair and reconstruction of his Lot and all improvements located thereon, and shall keep the same in good condition and repair. The Association shall have the right to enter upon each Lot for the performance of its maintenance and repair duties hereunder.

Section 3. Failure to Repair, Maintain, Reconstruct, Remedies. In the event that any Owner shall fail or refuse to maintain, repair, or reconstruct any improvements for which he is responsible under this Article and shall persist in such failure or refusal after thirty (30) days prior written notice thereof, then in addition to all other rights and remedies as may be available by law or in equity, the Association shall have the right, upon a preliminary finding of reasonable cause by any court having jurisdiction of the parties or the property, to enter upon such defaulting Owner’s Lot and perform all necessary work thereon to return the improvements to good condition and repair or to build such structures or improvements as are necessary to restore the improvements to a complete and useable architectural unit. In the event that such failure or refusal shall result in any condition which is causing or is likely to cause immediate or substantial harm to persons or property outside such defaulting Owner’s Lot, such right of entry shall be immediate. All costs incurred as a result of such entry and the work performed on such defaulting Owner’s behalf (including attorney fees) shall be payable on demand by the party incurring such costs, and shall constitute a lien on such defaulting Owner’s Lot from the date(s) incurred in favor of the party incurring such costs. Such lien shall be subordinate to the lien of any Mortgagee and the lien for assessments hereinafter provided.

ARTICLE VI
Construction Approvals

Section 1. Plans, Specifications and Locations of Improvements. No building, structure, driveway, fence, wall, patio, pool, hot tub or Jacuzzi, or other form of improvement
shall be erected, placed, or altered on any Lot until the building plans, specifications, and plot
plan showing the design, dimensions, color, materials, and location thereof have been approved
by the Building Committee as to their conformity and harmony of external design with the
existing buildings, structures, and other improvements in The Ridge at Willow Pointe, and as to
compliance with applicable law and the covenants herein contained; provided, however, that no
such approval shall be required for any improvements constructed by Declarant. If the Building
Committee fails to act upon any plans submitted to it for approval within a period of thirty (30)
days from the submission date of such plans, such failure shall be deemed an approval and the
Owner may then proceed with the construction according to the plans submitted. The Building
Committee shall not be entitled to any compensation for services performed pursuant to this
Article VI.

Section 2. Exercises of Discretion by Building Committee. Whenever any approval
or exercise of discretion by the Building Committee is called for by this Declaration, the
Building Committee shall exercise its discretion reasonably in view of the general purposes of
this Declaration, as set forth in Article I, and in view of any specific purposes or standards which
govern the specific approval or exercise of discretion in question, as may be specified in the
section or sections of this Declaration relating thereto. The Building Committee shall have no
power to approve any plans that do not comply with the use and bulk restrictions set forth in
Article III of this Declaration, nor shall it have any power to vary or alter any other term,
condition, covenant, or restriction in this Declaration unless express authority therefore is
granted by this Declaration.

Section 3. Completion of Work. Upon receipt of all approvals required pursuant to
this Article, each Owner shall, as soon as practical, satisfy or cause to be satisfied all conditions
thereof and diligently proceed with the commencement and completion or all approved
construction. If work is not substantially completed within one year of the date of such approval,
or such longer period as the Building Committee may approve prior to the expiration of such one
year, then the approval of the plans for such work shall terminate automatically without any
further act by any person, and such Owner shall not commence or continue such construction
without further approval of the Building Committee obtained in the manner of the initial
approval as hereinabove provided. Failure to comply with the limitations set forth in this section
shall constitute a breach of this Declaration and subject the defaulting party to all enforcement
procedures set forth herein and any other remedies provided by law or equity. Furthermore, the
Building Committee, at its discretion, may declare such uncompleted improvement to be a
nuisance and shall have all remedies provided by law or in equity to abate such nuisance.
ARTICLE VII

Covenants For Maintenance Assessments

Section 1. Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within The Ridge at Willow Pointe, as the same may be platted, and promoting the health, safety, and welfare of the Owners, users, and occupants of the same and, in particular, for the improvement, fencing, repairing, operating, and maintenance of the Common Easement Areas, including, but not limited to, the payment of taxes and insurance thereon, for the cost of labor, equipment, material, and management furnished with respect to the Common Easement Areas and any and all other Common Expenses. Each Owner hereby covenants and agrees to pay to the Association:

(a) A Pro-rata Share (as hereinafter defined) of the annual Assessments fixed, established, and determined from time to time as hereinafter provided.

(b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

Section 2. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this Article VII shall be the percentage obtained by dividing one by the total number of Lots shown on the plat of The Ridge at Willow Pointe, except as provided for in Section 6 below.

Section 3. Liability for Assessments. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys’ fees, shall be a charge on each Lot and shall constitute a lien upon each Lot from and after the due date thereof in favor of the Association. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys’ fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. The lien for any Assessment shall for all purposes be subordinate to the lien of any Mortgagor whose mortgage was recorded prior to the date such Assessment first became due and payable. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

Section 4. Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves for periodic repair and replacement of the Common Property. A copy of this budget shall be delivered to each Owner within thirty (30) days prior to the
beginning of each fiscal year of the Association. Such budget, when approved, shall constitute the basis on which the “Annual Assessments” are determined for purposes of this Declaration.

Section 5. Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied for such year may be insufficient to pay the Common Expenses for such year, the Board of Directors shall call a special meeting of the Association to consider imposing such special Assessments as may be necessary for meeting the Common Expenses for such year. A special Assessment shall be imposed only with the approval of two-thirds (2/3) of the Owners, and shall be due and payable on the date(s) determined by such Owners, or if not so determined, then as may be determined by the Board of Directors.

Section 6. Fiscal Year Date of Commencement of Assessments Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The Annual Assessments on each Lot in The Ridge at Willow Pointe shall commence on the first day of the first month of each calendar year, except as may otherwise be established by the Board of Directors by notice to the Owners. The Board of Directors may from time to time by resolution authorize the payment of such Assessments in quarterly, semiannual or annual installments on such date or dates as it deems appropriate. All properties owned by the Developer, its successors and assigns, or held by them for sale or resale, including any lots which may have been acquired by the Developer, are exempt from all assessments, charges and liens that can be levied by the Association.

Section 7. Duties of the Association.

(a) The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Association shall cause financial statements to be prepared at least annually for each fiscal year of the Association, and shall furnish copies of the same to any Owner or Mortgagee upon request. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives. Notices of the amounts of the Annual Assessments and the amounts of the installments thereof shall be sent annually at least thirty (30) days before said installments are due. In the absence of any notice regarding the amount of the Annual Assessment, each Owner shall continue to pay the amount for the Annual Assessment previously paid by such Owner. Notices of the
amounts of Special Assessments shall be sent as promptly as practicable and in any event not less than ten (10) days prior to the due date of such Assessment or any installment thereof. In the event notice of any Special Assessment is mailed less than ten (10) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within ten (10) days after the date of actual mailing of such notice.

(b) The Association shall promptly furnish upon request to any Owner, prospective purchaser, title insurance company, or Mortgagee a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to any Lot in which the requesting party has a legitimate interest. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(c) The Association shall notify any Mortgagee from which it has received a request for notice; (1) of any default in the performance of any obligation under this Declaration by any Owner which is not cured within sixty (60) days; (2) of any condemnation or casualty loss that affects either a material portion of The Ridge at Willow Pointe or the Lot securing its mortgage; (3) of any lapse, cancellation, or material modification of any insurance policy or fidelity bond required to be maintained by the Association, and (4) any proposed action which requires the consent of the Mortgagees or a specified percentage thereof; as set forth in this Declaration.


(a) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof; including attorneys’ fees become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(b) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys’ fees, shall bear interest from the date of delinquency until paid at a rate of eighteen percent (18%) per annum and the Association may bring an action in any
court having jurisdiction against the delinquent Owner to enforce payment of the
same and/or to foreclose the lien against said Owner's Lot, and there shall be
added to the amount of such Assessment all costs of such action, including the
Association's attorney's fees, and in the event a judgment is obtained, such
judgment shall include such interest, costs, and attorneys' fees.

Section 9. Association's Rights and Obligations. The Association shall have the
obligation to manage, repair, maintain, improve and operate the Common Areas, Entry Ways and
Landscape Easements, and to perform all additional obligations described in this Declaration. To
the extent Willow Pointe has custom street lighting, the Association shall be responsible for all
costs in repairing, maintaining and replacing such custom light fixtures in the event of loss or
damage and the Town of Plainfield shall have no responsibility to provide such custom fixtures.
The Association shall assume all operating costs of the custom street lighting over and above that
provided by the Town of Plainfield.

Section 10. Adjustments. In the event that the amounts actually expended by the
Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed
for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and
become an additional basis for Assessments for the following fiscal year. Thereafter, such deficit
may be recouped either by inclusion in the budget for Annual Assessments or by the making of
one or more Special Assessments for such purpose, at the option of the Association. In the event
that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the
amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-
rata share of such excess shall be a credit against the Assessment(s) due from each Owner for the
next fiscal year(s), in such amounts as the Board of Directors shall deem appropriate.

ARTICLE VIII

Organization and Duties of Association

Section 1. Organization of Association. The Association shall be organized as a not-
for-profit corporation under the laws of the State of Indiana, to be operated in accordance with
the Articles of Incorporation and By-Laws thereof. The membership of the Association shall
consist of one class of voting members, with each member having equal voting rights. The
members of the Association shall consist of the Owners of Lots in The Ridge at Willow Pointe.
In the event that any one Lot shall be owned by more than one person, partnership, trust,
corporation, or other entity, they shall be treated collectively as one member for voting purposes,
so that as to any matter being considered by the Association, only one vote appertains to each
Lot.

Section 2. General Duties of the Association. The Association is hereby authorized
to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all
matters pertaining to the maintenance, repair, and replacement of the Common Property, the
determination of Common Expenses, the collection of annual and special Assessments, and the granting of any approvals whenever and to the extent called for by this Declaration, for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in this Declaration. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

Section 3.  Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by the Owners of at least sixty percent (60%) of the Lots; provided, however, that any such amendment of this Declaration shall require prior written approval of the Declarant so long as Declarant owns any Lots within The Ridge at Willow Pointe. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Declarant when their approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the office of the Recorder of Hendricks County.

Section 4.  Insurance. The Association shall obtain a policy protecting the Association from employee theft covering the Board of Directors and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee or officer of the Association or for any other person handling the funds of the Association or the Owners, which bond shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses for The Ridge at Willow Pointe. All policies of insurance maintained by the Association pursuant to this Section shall provide such coverage and be in such amounts as may be required from time to time by FNMA, FHILMC, FHA or VA. All policies shall contain a clause whereby the insurer agrees to provide written notice to the Association, to FNMA, and to any other lending institution or agency requesting or requiring the same, prior to any cancellation or material modification thereof. The Association shall notify all Mortgagees of which it has notice of any lapse, cancellation, or material modification of any insurance policy.

Section 5.  Condemnation, Destruction. In the event that any of the Common Property shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any Common Property
condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Property or turned over to the Owners in proportion to their Pro-Rata Shares, whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Property; provided, however, that upon request of any Owner(s), the Association shall pursue such claims on such requesting Owners' behalf, and shall turn any recoveries for such Owners over to such Owners directly. The Association shall notify all Mortgagors of which it has notice of any condemnation, damage, or destruction of any Common Property.

Section 6. Dealing with Common Property. The Association shall not convey, dedicate, lease, mortgage, pledge, or otherwise transfer or encumber all or any part of the Common Property, without the approval of the Owners of at least two-thirds (2/3) of the Lots. In dealing with the Common Property, the Association shall be deemed to hold the same in trust for the use and benefit of the Owners.

Section 7. Professional Management. The Association may delegate its duties to a professional management agent, but until that time, the Board of Directors of the Association shall provide such services; and any contract for such purposes shall be terminable upon not more than 90 day notice, and no such delegation shall relieve the Association of its responsibilities under this Declaration.

ARTICLE IX

Reserved Easements — Dedication of Public Streets

All public and quasi-public vehicles, including but not limited to police, fire, ambulance and other emergency vehicles, trash and garbage collection, post office vehicles, and privately owned delivery vehicles shall have the right to enter upon Willow Lane, the Real Estate, and any Lot therein in performance of their duties. Declarant hereby reserves and may grant to the appropriate public agencies or utility companies perpetual easements over, upon, and under the Common Areas and Easements for the installation, servicing, maintenance, repair, or replacement of any Common Property and any public utilities, including but not limited to water, sewers, gas, telephone, electricity, and cable television, as the same are now or hereafter may be located. In the event that Declarant, its successors or assigns, shall exercise any rights under the easements hereby reserved, and in the event such exercise shall cause any damage to any Lot, the party exercising such easement rights shall restore such Lot substantially to its condition immediately prior to such exercise.
ARTICLE X

Term

This First Amendment of the Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms often (10) years each, in perpetuity, unless as of the end of any term both the Owners of ninety percent (90%) of the Lots and the Mortgagees of at least ninety percent (90%) of the Lots vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by this Declaration shall be perpetual unless otherwise expressly indicated herein.

ARTICLE XI

Private Amenities and Services

Willow Lane shall be owned and maintained by the Owners of lots 63 through 66 whose properties immediately adjoin this driveway, and the other Common Property shall be owned and maintained by all the Owners in The Ridge at Willow Pointe so long as this Declaration remains in force.

ARTICLE XII

General Provisions

Section 1. Covenants Run With the Land. The covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy, or possession of any portion of the Real Estate.

Section 2. Scope of Covenants. The Declarant and each Owner of any Lot in The Ridge at Willow Pointe, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, are deemed to have agreed to each and every one of the various terms, covenants, conditions, and restrictions contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement by law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, covenants, conditions, and restrictions contained in this Declaration only so long as each such Owner shall have any interest in any Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

Section 3. Attorney Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if the
party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys fees’ of such successful party, in such amount as may be fixed by the Court in such proceedings.

Section 4. Failure to Enforce Not a Waiver of Rights. The failure of the Declarant or any Owner to enforce any term, covenant, condition, or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, covenant, condition, or restriction.

Section 5. Rights of Mortgagees. Except to the extent otherwise provided in these Covenants, no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. Notwithstanding any other provision of this Declaration, the Owners shall not have any right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

Section 6. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court or by operation of law, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 7. Section Headings. Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

Section 8. Notices. All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, or seventy-two (72) hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed in the said roster.

Section 9. Provision Against Merger. The Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the covenants contained herein shall not be merged into the title of the Declarant, regardless of whether the Declarant is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

Section 10. Severability. Every one of the covenants and restrictions herein contained is hereby declared to be independent of, and severable from, the rest of the covenants and restrictions, each and every one thereof and from every combination thereof. Therefore, if any of the covenants and restrictions herein contained shall be held to be invalid or to be unenforceable or shall lack the quality of running with the land, that holding shall be without effect upon the
validity and enforceability or "running" quality of any other of the covenants and restrictions herein contained.

IN WITNESS WHEREOF, Declarant has executed this First Amendment of the Declaration of Covenants, Easements and Restrictions for The Ridge at Willow Pointe this 22nd day of November 2013.

DECLARANT: WILLLOW POINTE, L.P.

By. ________________________________
Russell M. Webb, Jr. as President of Stonebridge, Inc., General Partner of Willow Pointe, L.P.

STATE OF INDIANA )
) SS:
HENDRICKS COUNTY )

Before me, a Notary Public, in and for said County and State, personally appeared the within named Russell M. Webb, Jr., as President of Stonebridge, Inc., General Partner of Willow Pointe, L.P., who acknowledged the execution of the foregoing to be his voluntary act and deed for the uses and purposes contained therein.

WITNESS my hand and seal this 30th day of December, 2013.

[Signature]

Susan E. Webb, Notary Public Residing in Hendricks County, Indiana

My Commission Expires:
4-26-2017
IN WITNESS WHEREOF, The Ridge at Willow Pointe Owners Association, Inc., by its President and Secretary, has executed this Declaration of Covenants, Easements and Restrictions for The Ridge at Willow Pointe this 30th day of December 2013.

The Ridge at Willow Pointe Owners Association, Inc.

By: ___________________________
   Charles J. Giesting, President

ATTEST:
   Eugene Young
   Eugene Young, Secretary

STATE OF INDIANA
   )
   HENDRICKS COUNTY
   ) SS:
   )

Before me, a Notary Public, in and for said County and State, personally appeared the within named Charles J. Giesting, as President and Gene Young as Secretary of The Ridge at Willow Pointe Owners Association, Inc., who acknowledged the execution of the foregoing to be his voluntary act and deed for the uses and purposes contained therein.

WITNESS my hand and seal this 30TH day of December, 2013.

   ___________________________
   Susan E. Webb, Notary Public Residing in Hendricks County, Indiana

My Commission Expires:
   4-26-2017

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. Russell M. Webb, Jr.

This instrument was prepared by Russell M. Webb, Jr., Attorney at Law, P.O. Box 933, Plainfield, IN 46168, telephone: (317) 797-6337.