

**State of Indiana
Office of the Secretary of State**

CERTIFICATE OF INCORPORATION

of

ARBOR RIDGE HOMEOWNER'S ASSOCIATION, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, June 25, 2004.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 25, 2004.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

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Odd Roberts
IND. SECRETARY OF STATE

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ARTICLES OF INCORPORATION

OF

ARBOR RIDGE HOMEOWNER'S ASSOCIATION, INC.

The undersigned Incorporator, 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"), hereby executes the following Articles of Incorporation:

ARTICLE I - NAME

The name of the Corporation is Arbor Ridge Homeowner's Association, Inc.

ARTICLE II - PURPOSES & POWERS

Section 2.1 Type of Corporation. The Corporation is a mutual benefit corporation.

Section 2.2 Purposes. The purposes for which the Corporation is formed are:

- (a) The maintenance, preservation and control of the Common Areas relating to the Arbor Ridge subdivision, to protect property values and to promote the health, safety and welfare of the owners and occupants of the above, within the jurisdiction of this Corporation.
- (b) To perform any purposes which nonprofit corporations are authorized under the Act.

Section 2.3 Powers. The Corporation shall have all of the general rights, privileges, immunities, franchises and powers conferred upon corporations created by the Act. Subject to any limitations or restrictions imposed by law, these Articles of Incorporation, or any amendment hereto, the Corporation shall have the following general rights, privileges and powers:

- (a) Sue, be sued, complain, and defend in the Corporation's corporate name.
- (b) Have a corporate seal or facsimile of a corporate seal, which may be altered at will, to use by impressing or affixing or in any other manner reproducing it. However, the use of impression of a corporate seal is not required and does not affect the validity of any instrument.

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- (c) Make and amend by-laws not inconsistent with the Corporation's Articles of Incorporation or with Indiana law for managing the affairs of the Corporation.
- (d) Purchase, receive, take by gift, devise, or bequest, lease, or otherwise acquire, and own, hold, improve, use, and otherwise deal with, real or personal property, or any legal or equitable interest in property, wherever located.
- (e) Sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any part of the Corporation's property.
- (f) Purchase, receive, subscribe for, or otherwise acquire, own, hold, vote, use, sell, mortgage, lend, pledge, or otherwise dispose of, and deal in and with, shares or other interests in, or obligations of any entity.
- (g) Make contracts and guaranties, incur liabilities, borrow money, issue notes, bonds, and other obligations and secure any of the corporation's obligations by mortgage or pledge of any of the Corporation's property, franchises, or income.
- (h) Lend money, invest and reinvest the Corporation's funds, and receive and hold real and personal property as security for repayment, except as provided under Indiana Code § 23-17-13-3.
- (i) Be a promoter, a partner, a member, an associate or a manager of any partnership, joint venture, trust, or other entity.
- (j) Conduct the Corporation's activities, locate offices, and exercise the powers granted by this article inside or outside Indiana.
- (k) Elect directors, elect and appoint officers, and appoint employees and agents of the Corporation, define the duties and fix the compensation of directors, officers, employees and agents.
- (l) Pay pensions and establish pension plans, pension trust, and other benefit and incentive plans for the Corporation's current or former directors, officers, employees, and agents.
- (m) Make donations not inconsistent with law for the public welfare for charitable, religious, scientific, or educational purposes and for other purposes that further the corporate interest.
- (n) Impose dues, assessments, admission, and transfer fees upon the Corporation's members.

- (o) Establish conditions for admission of members, admit members, and issue memberships.
- (p) Carry on a business.
- (q) Have and exercise powers of a trustee as permitted by law, including those set forth in Indiana Code § 30-4-3-3.
- (r) Purchase and maintain insurance on behalf of any individual who:

(1) is or was a director, an officer, an employee, or an agent of the Corporation; or

(2) is or was serving at the request of the Corporation as a director, an officer, an employee, or an agent of another entity;

against any liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director, an officer, an employee, or an agent, whether or not the Corporation would have power to indemnify the individual against the same liability under this Article.

- (s) Do all things necessary or convenient, not inconsistent with law, to further the activities and affairs of the Corporation.
- (t) To cease its activities and to dissolve and surrender its corporate franchise;
- (u) To do all acts and things necessary, convenient or expedient to carry out the purposes for which it is formed.

and

ARTICLE III - PERIOD OF EXISTENCE

The Corporation's period of existence shall be perpetual.

ARTICLE IV - REGISTERED AGENT AND REGISTERED OFFICE

Section 4.1 Registered Agent. The Corporation's initial Registered Agent is Michael E. Pauly, 1200 Rolling Ridge Way, Bloomington, Indiana 47403.

Section 4.2 Registered Office. The address of the Corporation's initial Registered Office is 1200 Rolling Ridge Way, Bloomington, Indiana 47403.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

Membership in the Corporation shall be restricted to the owners of lots in the Arbor Ridge Subdivision. The Association shall initially have one (1) class of Members.

Section 5.1. Members. Only one (1) vote for each lot owned by a Member(s) may be cast. In the event that a Member owns more than one lot, such member shall be entitled to cast one vote for each Lot owned. The vote for each lot shall be cast as a majority of co-owners of the lot shall determine. Any vote cast by a single Member shall be deemed the authorized vote for that lot. If the majority of co-owners present in person or by proxy at a meeting cannot agree as to how to cast the vote for their lot, no vote shall be cast for that lot. The power to cast a particular Member's vote may be exercised by (i) the Member's conservator; (ii) the guardian of his estate; (iii) the parent(s) or guardian(s) entitled to custody of a Member if the Member is a minor; or (iv) the executor or administrator of a deceased Member's estate if the Member's interest in the lot is subject to administration in his estate.

ARTICLE VI - DIRECTORS

Section 6.1 Number. The Corporation shall be governed by a board of not less than two (2), nor more than nine (9) directors, the exact number to be specified in the By-laws of the Corporation. The initial Board of Directors shall consist of two (2) members. The exact number of Directors may be amended from time to time by the By-laws of the Corporation.

Section 6.2 Terms and Vacancies. Directors shall hold office for a term specified in the By-laws, and until their successors are duly elected and qualified. Successors shall be elected and vacancies in the Board of Directors arising by virtue of the expiration of a term or otherwise, shall be filled by a majority vote of the directors at the time serving as member of the Board of Directors.

Section 6.3 Quorum. A majority of the Board of Directors shall be necessary to constitute a quorum thereof, except for the filling of vacancies, which shall require a majority of the remaining directors for a quorum, and the act of a majority of the directors present at a meeting, at which a quorum is present, shall be the act of the Board of Directors.

Section 6.4 Removal of Directors. Directors may only be removed for cause, as defined by the By-Laws of the Corporation, by a vote of a majority of the Members entitled to vote at an election of Directors at a meeting of the Members called expressly for that purpose.

Section 6.5 Executive Committee. The Board of Directors may designate persons to exercise some or all of the powers that would otherwise be exercised by the Board of Directors.

**ARTICLE VII
NAMES AND ADDRESSES OF
FIRST BOARD OF DIRECTORS**

The names and addresses of the first Board of Directors of the Corporation are as follows:

<u>Name</u>	<u>Address</u>
Michael E. Pauly	1200 Rolling Ridge Way Bloomington, Indiana 47403
Patricia R. Pauly	1200 Rolling Ridge Way Bloomington, Indiana 47403

ARTICLE VIII - STATEMENT OF PROPERTY

The Corporation does not have any property, either real or personal, at the date of its incorporation.

ARTICLE IX - INCORPORATOR

The name and address of the Incorporator of the Corporation is Michael E. Pauly, 1200 Rolling Ridge Way, Bloomington, Indiana 47403.

**ARTICLE X - PROVISIONS FOR THE REGULATION
& CONDUCT OF THE AFFAIRS OF THE CORPORATION**

Section 10.1 By-Laws. The regulation and conduct of the affairs of the Corporation, and the creation, definition, limitation and regulation of the powers of the Corporation, other than specifically set forth hereinabove, shall be accomplished by the By-Laws of the Corporation, which shall be adopted by the Board of Directors of the Corporation pursuant to law. The Board of Directors of the Corporation shall have the power, without the assent or vote of the Members, to make, alter, amend, or repeal a Code of By-Laws providing for the internal regulation and conduct of the affairs of the Corporation, provided that a number of Directors equal to a majority of the number who would constitute a full Board of Directors at the time of such action vote affirmatively for such action, and provided further that any By-Law providing for action inconsistent with these Articles shall not be binding upon any Officer, Director or member of the Corporation and shall not effect the continued validity of the remaining Bylaws.

Section 10.2 Conflicts Between Documents. In case of conflict between the Articles of Incorporation and the By-laws or any other document, the Articles of Incorporation shall control.

Section 10.3 Loans to Directors and Officers. The Corporation shall make no advancement for services to be performed in the future, nor shall it make any loan of money or property, to any Director or Officer of the Corporation.

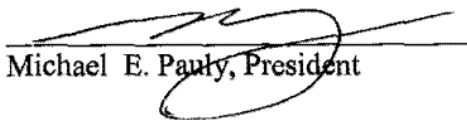
Section 10.4 Distribution of Property Upon the Voluntary or Involuntary Dissolution of the Corporation. Upon the voluntary or involuntary dissolution of the Corporation, the Board of Directors, shall, after paying or making provision for payment of all of the liabilities of the Corporation, distribute the remaining assets of the Corporation, if any, in equal shares to the Members of the Corporation upon the date of such dissolution. The remaining assets of the Corporation shall be divided into a number of shares equal to the total number of votes held by the Members, and each Member shall receive one share of any such distribution for each vote held by such member.

ARTICLE XI - AMENDMENTS

These Articles may be amended only by a majority vote of the Members, following Notice and Comment to all Members, at any meeting called for such purpose provided that the text of the proposed Amendments shall have been sent to all Members with the call for the meeting at least ten (10) days in advance of such meeting.

IN WITNESS WHEREOF, I hereby verify, subject to the penalties for perjury, that the facts contained herein are true this 24th day of June, 2004.

ARBOR RIDGE HOMEOWNER'S
ASSOCIATION, INC.


Michael E. Pauly, President

CODE OF BY-LAWS
OF
ARBOR RIDGE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

NAME

Section 1.1. Name. The name of this Corporation shall be Arbor Ridge Homeowner's Association, Inc., hereinafter referred to as "Corporation."

ARTICLE II

PURPOSES

Section 2.1. Purposes. The purposes of Arbor Ridge Homeowner's Association, Inc. are:

(a) The maintenance, preservation and control of the Common Area of the Arbor Ridge subdivision, to protect the property value, and to promote the health, safety and welfare of the owners and occupants of the above, within the jurisdiction of this Corporation.

(b) To perform any purpose which nonprofit corporations are authorized under the Nonprofit Corporation Act of 1991 ("the Act").

ARTICLE III

MEETINGS OF MEMBERS

Section 3.1. Annual Meeting. Annual meetings of the members of the Association shall be held on the dates and times as designated by the Board of Directors.

Section 3.2. Special Meetings. Special meetings of the members may be called by the president, the Board of Directors, or not less than one-fourth of the members having voting rights upon written request.

Section 3.3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Indiana, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Corporation in the State of Indiana but if all of the members shall meet at any time and place, either within or without the State of Indiana and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

Section 3.4. Notice of Meetings. A written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall mailed by the secretary, or by the officer or person calling the meeting to each member of record entitled to vote at that meeting, at the address which appears on the records of the Corporation, at least ~~fifteen (15)~~ ^{ten (10)} days before the date of meeting. Notice of any meeting of members may be waived in writing filed with the secretary or by attendance in person.

Amended
4/15/14 at
mtg. See pg
10.

Section 3.5. Informal Action by Members. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Amended 4/15/14
at mtg. See pg
10.

Section 3.6. Quorum. A majority of ~~persons qualified to vote as members at any meeting,~~ ^{Members present or represented by proxy} ~~represented in person or by proxy, shall constitute a quorum.~~ ^{at any properly called meeting shall constitute a quorum.}

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Section 3.7. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the members or his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 3.8. Voting List. The secretary, or assistant secretary of the Corporation, shall keep at all times, at the principal office of the Corporation, a complete and accurate list of all members entitled to vote at any meeting of the members which may be inspected by any member, for any purpose, at any reasonable time.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1. General Powers. The control and management of the affairs of the Corporation shall be vested in its Board of Directors.

Section 4.2. Number and Tenure. The number of Directors shall be not less than nor more than two (2). The original Directors shall hold office until such time as the Declarant no longer controls the Association; thereafter, each Director shall hold office for a term of three (3) years or until his successor shall have been elected and qualified. Each Director shall be eligible for re-election. The Board of Directors shall have the right to increase or decrease within the limits prescribed by the Articles of Incorporation the number of Directors by a vote of the majority of the Directors present at a properly called meeting of the Board of Directors.

Section 4.3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than these By-Laws, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place, either

within or without the State of Indiana, for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 4.4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the president or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Indiana, as the place for holding any special meeting call by them.

Section 4.5. Notice of Special Meetings. Notice of any special meeting of the Board of Directors shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Corporation. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these By-Laws.

Section 4.6. Quorum. A majority of the entire Board of Directors shall constitute a quorum. However, when filling vacancies occurring in the Board of Directors, a majority of the existing Directors shall constitute a quorum.

Section 4.7. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 4.8. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal

of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.9. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.10. Power to Appoint Executive Committee. The Board of Directors shall have power to appoint by resolution adopted by a majority of the entire Board an executive committee composed of two or more Directors, who, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the business of the Corporation between meetings of the Board.

Section 4.11. Power to Make By-Laws. The Board of Directors shall have the power to make and alter any ^{By-law By-laws} ~~by-law or by-laws~~, including the fixing and altering of the number of Directors, ~~with assent of a Quorum of Members at a properly called meeting.~~

Amended
4/15/14 at
Mtg. See pg. 10

Section 4.12. Power to Elect and Appoint Officers. The Board of Directors shall select a president, one or more vice-presidents, a secretary and a treasurer. The Board shall have the power to appoint such other officers and agents as the Board may deem necessary for transaction of the business of the Corporation. Any officer or agent may be removed by the Board of Directors whenever in the judgment of the Board the interests of the Corporation will be served thereby. The Board shall also have power to fill any vacancy in any office occurring for any reason whatsoever.

Section 4.13. Delegation of Powers. For any reason deemed sufficient by the Board of Directors, whether occasioned by absence or otherwise, the Board may delegate all or any of the powers and duties of any officer to any other officer or Director, but no officer or Director shall execute, acknowledge or verify any instrument in more than one capacity.

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ARTICLE V

OFFICERS

Section 5.1. Officers. The Board of Directors shall elect or appoint the officers of the Corporation. The officers of the Corporation shall be a president, one or more vice-presidents, a secretary, a treasurer and such other officers as may be deemed desirable by the Board of Directors. Any two or more offices may be held by the same person, except the offices of president and secretary.

Section 5.2. Election and Term of Office. The officers of the Corporation shall be elected annually from among and by the Board of Directors at the regular annual meeting of the Board of Directors. Each officer shall hold office for one year or until his successor shall have been duly elected and qualified, unless earlier removed by the Board of Directors. All officers and agents can be removed at any time by the affirmative vote of the majority of the members of the Board of Directors. Officers shall be eligible for reelection.

Section 5.3. President. The president shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Board of Directors and membership. Under the Board's direction he shall have general supervision over the affairs of the Corporation and over the other officers. He shall sign all written contracts of the Corporation. He shall perform all such other duties as are incident to this office.

Section 5.4. Vice-President. The vice-president shall perform the duties specified in Section 5.3 of this Article in the absence or disability of the president. In addition, he shall perform duties and assignments which may from time to time be delegated by the president or the Board.

Section 5.5. Treasurer. The treasurer shall have custody of all moneys and securities of the Corporation and shall give bond in such sums and with such surety as the Directors may require, conditioned upon the faithful performance of his office. He shall perform all such other duties as are incident to this office as treasurer.

Section 5.6. Secretary. The secretary shall have the responsibility for providing that notices required by these By-Laws be issued, and shall provide that minutes of all meetings of the Board of Directors and membership be adequately kept. He shall have responsibility for all corporate books, records and papers, any and all written contracts of the Corporation and shall be custodian of the corporate seal. He shall perform all such other duties as are incident to his office.

Section 5.7. Vacancies. Vacancies among elected and appointed officers occurring during the annual terms thereof shall be filled by the Board of Directors.

ARTICLE VI

COMMITTEES

Section 6.1. Standing and Special Committees. The president shall, with the approval of the Board of Directors, appoint such standing or special committees of such size as the president or Board of Directors may deem necessary to properly carry on the activities and effect the purposes of the Corporation. Such committees shall perform as the president or the Board of Directors may direct.

ARTICLE VII

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 7.1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, to enter into

any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.2. Checks, Drafts, etc. All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors, such instruments shall be signed by the treasurer, and countersigned by the president or vice-president of the Corporation.

Section 7.3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 7.4. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Corporation.

Section 7.5. Assessments. The Board of Directors shall have the power to determine the amount of and to collect the monthly and special assessments as provided by the Declaration.

ARTICLE VIII

BOOKS AND RECORDS

Section 8.1. Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep a record giving the names and addresses of the members entitled to vote. All books and records of the

Corporation shall be kept at the Corporation's principal office and may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE IX

FISCAL YEAR

Section 9.1. Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December in each year.

ARTICLE X

CORPORATE INDEMNIFICATION

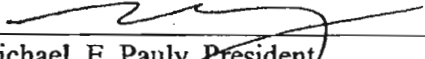
Section 10.1. Indemnification. To the extent not inconsistent with the law of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a director or officer of the Corporation shall be indemnified by the Corporation as provided in the Act.

ARTICLE XI

AMENDMENTS TO BY-LAWS

~~Section 11.1. Amendments. These By-Laws may be amended by the affirmative vote of a majority of the Board of Directors, provided that the text of the proposed amendments shall have been sent to all Directors with the call for the meeting at least ten (10) days in advance of such meeting.~~
Amended 4/15/14 at mtg. See pg 10 + Section 4.11.

The foregoing Code of By-Laws of Arbor Ridge Homeowner's Association, Inc. were duly adopted by the Board of Directors on this 24th day of JUNE, 2004.



Michael E. Pauly, President
Arbor Ridge Homeowner's Association, Inc.

**Restated and Amended Bylaws of the
ARBOR RIDGE HOMEOWNER'S ASSOCIATION, INC.**

This RESTATED and AMENDED BYLAWS OF ARBOR RIDGE (the "Amended Bylaws") is made this 6 day of May, 2014, by the Arbor Ridge Board of Directors.

RECITALS

(A) The Arbor Ridge Board of Directors are the governing body of the Arbor Ridge Community; and

(B) The Arbor Ridge Community was previously platted and subjected to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Arbor Ridge as previously recorded on June 24, 2004 as instrument 2004013660 in the Office of the Recorder of Monroe County, Indiana (the "Original Declaration"), amended on April 15, 2011 and recorded on April 19, 2011, as instrument number 2011005175 and amended on February 11, 2014 and recorded on March 27, 2014, as instrument number 2014003394 in the Office of the Recorder of Monroe County, Indiana.

(D) The Original Bylaws incorporated with the Declarations provided that the Board of Directors could amend the Bylaws by the affirmative vote or agreement of the Arbor Ridge Board of Directors to which at least fifty percent (50%) of the votes are allocated.

(E) On April 15, 2014, more than fifty percent (50%) of the Arbor Ridge Board of Directors approved the Amended Bylaws at a Board meeting duly called and held.

(G) The Arbor Ridge Board of Directors wish to record the Amended Bylaws pursuant to the provisions of Section 11.1 of the Original Bylaws and upon recording, the Amended Bylaws shall become effective and shall supersede the Original Bylaws and apply to all Arbor Ridge Lots and to each Arbor Ridge Owner.

NOW, THEREFORE, in accordance with the authority granted by the Original Bylaws and upon vote of the Board of Directors of the Arbor Ridge Homeowner's Association, Inc., the Bylaws of the Arbor Ridge Homeowner's Association, Inc., are amended as follows:

- Section 3.4 is amended and restated as follows:

A written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called shall be mailed by the secretary, or officer or person calling the meeting to each member of record entitled to vote at that meeting, at the address which appears on the records of the Corporation, at least ten (10) days before the date of meeting. Notice of any meeting of members may be waived in writing filed with the secretary or by attendance in person.

- Section 3.6 is amended and restated as follows:

A majority of Members present or represented by proxy at any properly called meeting shall constitute a quorum.

- Section 4.11 is amended and restated as follows:

The Board of Directors shall have the power to make and alter any By-Law or By-Laws, including the fixing and altering of the number of Directors, with assent of a Quorum of Members at a properly called meeting.

- ARTICLE XI shall be deleted in its entirety.

ARBOR RIDGE HOMEOWNER'S ASSOCIATION, INC.

By: Gilbert L Apple

Printed Name: Gilbert L Apple

Its: President

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Gibert L. Apple known to me to be the President of the Arbor Ridge Homeowner's Association, Inc. personally appeared before me, a Notary Public, in and for said County and State on the 6th day of May, 2014, and acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of Arbor Ridge.

My Commission expires:
November 28, 2019

Katelyn D. Hutson
Notary Public

County of Residence:
Monroe

Katelyn D. Hutson
Name Printed



This instrument prepared by: Megan Lewis, Lewis Law LLC, 1205 North Walnut Street, Bloomington, Indiana 47404-3565; (812) 336-6989.

COPY

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

OF

ARBOR RIDGE HOMEOWNER'S ASSOCIATION, INC.

Re-recorded for
Bylaws Amendments
See pg. 10 of
Bylaws.

Arbor Ridge Homeowner's Association, Inc., with an office at 1200 Rolling Ridge Way, Bloomington, Indiana 47403 ("Declarant") does hereby declare that real property in Monroe County, Indiana, described on Exhibit "A" attached hereto and made a part hereof, shall be held and conveyed subject to the following terms, covenants, restrictions, covenants and conditions, including the Declaration of Covenants, Restrictions and Easements for Sudbury Farm recorded in Instrument Number 1999011843 in the Monroe County Recorder's Office on June 17, 1999:

ARTICLE I

Definitions

Section 1.1 – Articles of Incorporation. The Articles of Incorporation of Arbor Ridge Homeowner's Association, Inc. Association, Inc., as filed with the Secretary of State of the State of Indiana.

Section 1.2 – Association. Arbor Ridge Homeowner's Association, Inc. is a corporation organized under the statutes of the State of Indiana.

Section 1.3 – Board. The Board of Directors and governing body of the Association.

Section 1.4 – Bylaws. The Bylaws of the Association, as they may be amended from time to time.

Section 1.5 – Common Area. All real estate, personal property and improvements including, but not limited to, the lawns, ponds, lakes, gazebo and related facilities which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners, or in the case of Limited Common Area, for the use and enjoyment of individual Lot Owners under Section 1.16 below.

Section 1.6 – Common Expenses. Actual and estimated expenses incurred by the Association for the general benefit of all Lot Owners, all as may be found to be necessary and appropriate by the Board, including the following:

- (i) Expenses of administration, maintenance, and repair or replacement of the Common Area;
- (ii) Expenses declared to be Common Expenses by the Documents;
- (iii) Expenses agreed upon as Common Expenses by the Association; and
- (iv) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Area or any other real or personal property acquired or held by the Association.

Section 1.7 – Community. The real estate described on Exhibit "A", subject to the Declaration and such other real estate as may be annexed and subjected to this Declaration as provided in Section 8.8 below.

Section 1.8 – Declarant. Arbor Ridge Homeowner's Association, Inc., or its successors, successors-in-title, or assigns.

nd

Section 1.9 – Declaration. This document, including any amendments.

Section 1.10 – Development Rights. The rights reserved by the Declarant under Article VIII of this Declaration to create Lots, Common Area, and Limited Common Area within the Community.

Section 1.11 – Director. A member of the Board.

Section 1.12 – Documents. This Declaration and the Plats recorded hereunder, the Bylaws, the Articles of Incorporation and the Rules as they be amended from time to time. Any exhibit, schedule, or certified accompanying a Document is a part of that Document.

Section 1.13 – Eligible Insurer. An insurer or guarantor of a first Security Interest in a Lot which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Lot. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in Article XIV.

Section 1.14 – Eligible Mortgagee. The holder of a first Security Interest in a Lot which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Lot. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XIV.

Section 1.15 – Improvements. Any construction, structure, fixture or facilities existing or to be constructed in the Community, including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, and light poles.

Section 1.16 – Limited Common Area. The portion of the Common Area allocated for the exclusive use of one or more but fewer than all of the Lots by the Declaration. The Limited Common Area in the Community is described in Article V of this Declaration.

Section 1.17 – Lot. A physical portion of the Community designated for separate ownership or occupancy and represented and described on the Plat as a numbered Lot, including decks, patios, screened porches and sunrooms attached to dwelling units.

Section 1.18 – Lot Owner/Owner. The Declarant or other Person who owns a Lot. Lot Owner or Owner does not include a Person having an interest in a Lot solely as security for an obligation. The Declarant is the initial owner of any Lot created by this Declaration.

Section 1.19 – Majority or Majority of Lot Owners. The owners of more than fifty percent (50%) of the votes in the Association.

Section 1.20 – Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.21 – Notice and Comment. The right of a Lot Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 20.1 of this Declaration.

Section 1.22 – Notice and Hearing. The right of a Lot Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 20.2 of this Declaration.

Section 1.23 – Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government subdivision or agency, or other legal or commercial entity.

Section 1.24 – Plat(s). The plat filed in the Office of the Recorder of Monroe County, Indiana, of the real estate described in Exhibit “A”, as Instrument Number CAC 368 as it may be amended from time to time and any additional plat or plats of real estate which may be annexed into the Community as provided in Section 8.8 below.

Section 1.25 – Property. The land and all Improvements, easements, rights, and appurtenances which have been submitted to the provisions of this Declaration.

Section 1.26 – Rules. Rules for the use of Lots and Common Area and for the conduct of persons within the Community, adopted by the Board of Directors pursuant to this Declaration.

Section 1.27 – Security Interest. An interest in real estate or personal property created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.28 – Special Declarant Rights. Rights reserved for the benefit of a Declarant to (A) complete improvements indicated on the Plat; (B) exercise any Development Right; (C) maintain sales offices, management offices, signs advertising the Community, and models; (D) use easements through the Common Area for the purpose of making improvements within the Community or within real estate that may be added to the Community; or (E) appoint or remove an officer of the Association or any member of the Board of Directors during any period of Declarant control.

Section 1.29 – Trustee. The entity which may be designated by the Board of Directors as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Board of Directors from time to time constituted, acting by majority vote, as executed by the president and attested by the secretary.

ARTICLE II

Membership in the Association

Section 2.1 – The Organization. The Association is a not-for profit corporation organized under the laws of the State of Indiana. Its affairs shall be governed by and it shall have such powers as are set forth in the Documents.

Section 2.2 – Membership. Each Owner (including Declarant for so long as Declarant is an Owner), by virtue of being an Owner, shall be a Member of the Association. No other person shall be accepted as a Member.

2.2.1 – Appurtenant to Ownership. Association membership is appurtenant to and may not be separated from the ownership of a Lot. Membership shall terminate upon termination of Lot ownership. Ownership of a Lot shall be the sole qualification for Association membership. Membership shall not be transferred, pledged or alienated in any way except upon transfer of title to the Owner’s Lot (and then only to the transferee of title to such Lot). Any attempt to make a prohibited transfer is void. The rights, duties, privileges and obligations of all Members shall be provided in the Documents.

Section 2.3 – Classes of Membership. The Association shall initially have one (1) class of Members.

2.3.1 – Member. Only one (1) vote for each Lot owned by a Member (s) may be cast. The vote for each Lot shall be cast as a majority of co-Owners of the Lot shall determine. Any vote cast by a single Member shall be deemed the authorized vote for that Lot. If the majority of co-Owners present in person or by proxy at a meeting cannot agree as to how to cast the vote for their Lot, no vote shall be cast for that

Lot. The power to cast a particular Member's vote may be exercised by (i) the Member's conservator; (ii) the guardian of his estate; (iii) the parent (s) entitled to custody of a Member if the Member is a minor; or (iv) the executor or administrator of a deceased Member's estate if the Member's interest in the Lot is subject to administration in his estate.

ARTICLE III

Description of Land

The entire Community is situated in Monroe County, Indiana, and is located on land described on Exhibit "A", and described as Sudbury Farm, Phase 1, Lot 7.

ARTICLE IV

Number of Lots; Boundaries

Section 4.1 – Number of Lots. The Community may contain fifty (50) lots as shown on the initial plat. The number of lots in the Community shall be determined by Declarant based on the amount of real estate which may be annexed into the Community pursuant to Article VIII.

Section 4.2 – Boundaries. Boundaries of each Lot created by the Declaration are shown on the Plat as numbered Lots with their identifying number.

ARTICLE V

Limited Common Area

The following portions of the Common Area are Limited Common Area assigned to the Lots as stated:

- (a) Stoops, steps, and walk at the entrance to each Lot which provide access to less than all Lots, and the use of which is limited to the Lot(s) to which they provide access.
- (b) Driveways associated with each Lot, the use of which is limited to the Lot or Lots as shown on the Plat.

ARTICLE VI

Maintenance, Repair and Replacement

Section 6.1 – Common Area. The Association shall maintain, repair and replace all of the Common Area and facilities thereon, in the manner deemed necessary and appropriate by the Board in its sole discretion.

Section 6.2 – Lots. Each Lot Owner shall maintain, repair and replace, at his or her expense, all portions of his or her Lot, except the portions thereof required by the Declaration, to be maintained, repaired or replaced by the Association. The following shall be the responsibility of each owner as to such owner's lot: replacement of light bulbs; repair and replacement of screen doors, patio screens, and window screens; replacement of doorbells; repair and replacement of electrical and plumbing fixtures; repair and replacement of exterior privacy fences, separation fences, exterior decks or patios and retaining walls; repair and replacement of air-conditioning units; repair and replacement of exterior door handles and locks; repair and replacement of garage door handles and locks; and, repair and maintenance of landscaping installed by the lot owner; such landscaping including, but not limited to, groundcover maintenance, shrub maintenance, and weed control.

Section 6.3 – Limited Common Area. The Association shall perform all regularly scheduled and routine repair, maintenance, cleaning or replacement of the Limited Common Areas and the expense thereof shall be born by the Lot Owners as a Common Expense. Any repair, maintenance, cleaning or replacement of the Common Area or Limited Common Area, including but not limited to doors, siding, windows, decks or patios, that becomes necessary because of the intentional misconduct, negligence or neglect of any Lot Owner may be performed by the Association at such Lot Owner's expense as a separate Individual Special Assessment. A Lot Owner may install a satellite dish with a maximum diameter of eighteen (18) inches as long as it is not visible from any street or road. No additional component or element including exterior antennae of any sort, may be attached without consent of the Board upon approval by the covenants control committee, if any. In the event such additional component or element becomes deteriorated or unsightly or is inconsistent with conditions of installation, it may be removed or repaired at the Lot Owner's expense as a separate Individual Special Assessment under this section.

The Association shall be responsible for snow removal from all stoop sidewalks and driveways (but not patios or decks) which are Limited Common Area. Each Lot Owner shall be responsible for removing all leaves and debris from all steps, sidewalks, driveways, and balconies which are Limited Common Area appurtenant to his or her Lot. If any such Limited Common Area is appurtenant to two or more Lots, the owners of those Lots will be jointly responsible for such removal.

Section 6.4 – Access. Any person authorized by the Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Lot or the Common Area, and for the purpose of performing installations, alterations or repairs, and insect or other pest extermination, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Lot Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, and with such force as is apparently necessary to gain entrance, whether or not the Lot Owner is present at the time.

Section 6.5 – Repairs Resulting from Negligence. Each Lot Owner will reimburse the Association for any damages to any other Lot, the Common Area, or to the limited common area caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Lot or to the Limited Common Area for which such Owner is responsible under Article 6 of the Declaration. The Association will be responsible for damage to Lots caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Area. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

Section 6.6 – Party Wall, General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Lots and placed on the dividing lines between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 6.7 – Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 6.8 – Destruction by Fire or Other Casualty. Subject to the provisions of Article IX hereof, if a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 6.9 – Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6.10 – Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article VI shall be appurtenant to the land and shall pass to such owner's successors in title.

ARTICLE VII

Encroachments and Easements for Building

If, by reason of the location, construction, settling or shifting of a building, any part of a building consisting of the single-family residence appurtenant to a Lot (hereinafter in this Article VII referred to as the "Encroaching Lot") now encroaches or shall hereafter encroach upon any other adjacent Lot, then in such event, an easement shall be deemed to exist and run to the owner of the Encroaching Lot and all appurtenances.

Each owner shall have an easement in common with each other owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in or on any other Lot and serving his Lot.

ARTICLE VIII

Development Rights and Other Special Declarant Rights

Section 8.1 – Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Community:

- (a) To complete Improvements indicated on the Plat;
- (b) To exercise any right reserved to it in the Declaration;
- (c) To maintain sales offices, management offices, signs advertising the Community, and models;
- (d) To use easements through the Common Area for the purpose of making Improvements within the Community;
- (e) To appoint or remove an officer of the Association or member of the Board.
- (f) To annex additional property pursuant to Section 8.8 of this Declaration.
- (g) To dedicate any streets or drives within the property to the appropriate municipal authority.

Section 8.2 – Models, Sales Offices and Management Offices. As long as the Declarant is a Lot Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Lot owned by the Declarant or any portion of the Common Area as a model Lot or sales office or management office.

Section 8.3 – Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Lots and in Common Area, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Board. The Declarant has such an easement through the Common Area as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights reserved in

this Declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development.

Section 8.4 – Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Area to promote sales of Lots and to conduct general sales activities.

Section 8.5 – Declarant’s Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 8.6 – Limitations on Special Declarant Rights. Unless sooner terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Right may be exercised by the Declarant so long as the Declarant (a) is obligated under any warranty or obligation with regard to any Lot, (b) owns additional real estate adjacent to the Community which the Declarant has the right to Annex into the Community (c) owns any Lot; or (d) owns any Security Interest in any Lots.

Section 8.7 – Interference with Special Declarant Rights. Neither the Association nor any Lot Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

Section 8.8 – Annexation of Additional Property. Additional land owned by the Declarant within the boundaries of the real estate described on Exhibit “B” attached hereto and made a part hereof may be annexed by the Declarant without the consent of Owners during the period set forth in Section 8.6 above. Said annexation shall be effective upon the Declarant’s recording an instrument referencing this Declaration, describing the property to be annexed, and submitting said property to the provisions of this Declaration. Upon the annexation of land to the jurisdiction of this Declaration, the Owners of Lots in such annexed land shall have full access to all of the Common Area, facilities, and amenities, as though such annexed land had originally been within the provisions of this Declaration from the time it was recorded in the Office of the Recorder of Monroe County. In a like manner, the existing owners shall have full access to the Common Area of any land annexed pursuant to this Declaration.

Section 8.9 – Declarant Control of the Association. There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board. The period of Declarant control shall continue for so long as the Declarant or Michael E. and Patricia R. Pauly own any Lot, or for a period of three (3) years after the date of this document, or for a period of one (1) year after the date that Declarant no longer owns any lot, whichever is later.

The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the period of Declarant control of the Association, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

ARTICLE IX

Restrictions on Use, Alienation and Occupancy

Section 9.1 – Use Restrictions. Subject to the Special Declarant Rights reserved under Article VIII, the following use restrictions apply to all Lots and to the Common Area:

- (a) The use of each Lot is restricted to that of a single-family residence and accessory uses as permitted herein. Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial

activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Lot, shall be conducted, maintained or permitted in any part of a Lot, nor shall any Lot be used or rented for transient, hotel or motel purposes. A single-family residence is defined as a single housekeeping Lot, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area.

- (b) No immoral, improper, offensive or unlawful use may be made of the Property and Lot Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Indiana and all ordinances, rules and regulations of the County of Monroe and the City of Bloomington. The violating Lot Owner shall hold the Association and other Lot Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 9.2 – Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VIII, the following occupancy restrictions apply to all Lots and to the Common Area:

- (a) No electrical device creating electrical overloading of standard circuits may be used without permission from the Board. Misuse or abuse of appliances or fixtures within a Lot which affects other Lots or the Common Area is prohibited. Any damage resulting from such misuse shall be the responsibility of the Lot Owner from whose Lot it shall have been caused. Total electrical usage in any Lot shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.
- (b) Each Lot Owner shall keep his or her Lot in a good state of preservation and cleanliness. No storage of trash will be permitted in or outside any Lot in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin, insects or other health hazard.
- (c) All fixtures and equipment will be used for the purposes for which they were designed. There shall be no floor load in excess of fifty (50) pounds per square foot, unless special arrangements are made, and an engineering determination of floor load capacity in the area of the heavy use is approved by the Association.
- (d) Garages are restricted to occupancy by the owner of the Lot on which said garage is located as storage and as a parking space for vehicles. No boats, campers, recreational vehicle or watercraft of any type may be kept, parked or stored outside of a garage. Only passenger cars and light, non-commercial trucks may be parked outside of the garage in the driveways adjacent to the Lot and no vehicles of any type shall be parked in the roadways within the Community.
- (e) No noxious, offensive, dangerous or unsafe activity shall be carried on in any Lot, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Lot Owners or occupants. No Lot Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Lot Owners or occupants. No Lot Owner or occupant shall cause noise or play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set, radio or other device at such high volume or in such other manner that it shall cause unreasonable disturbances to other Lot Owners or occupants.
- (f) No animals, bird, or reptiles of any kind shall be raised, bred, or kept in a Lot, except for: No more than one dog (of gentle disposition and reasonable size), which shall be kept on a leash at all times; no more than two cats; or other household pets, approved and licensed by the Board or the Manager as to compatibility with the Community. Pets may

not be kept, bred or maintained for any commercial purposes. Pet Owners are responsible for removing their animal's waste from all Lots, the Common Area and the Limited Common Area. The decision of the Board with regard to the reasonableness of the size and type of pets shall be final. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice following Notice and Hearing from the Board. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing Eye dogs and Hearing Ear dogs will be permitted for those persons holding certificates of necessity.

- (g) All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order and repair by the Lot Owner.
- (h) No signs, window displays or advertising visible from outside a Lot (except for a name plate or sign not exceeding 9 square inches in area, on the main door to each home) shall be maintained or permitted in any part of a Lot. Upon the resale of any Lot, the Lot Owner may display a real estate sign with the prior approval of the Association. Such real estate sign must be placed within 10 feet of the Lot that is for sale, and may not be more than 6 square feet in size.
- (i) No more than four unrelated persons shall reside in any Lot without the express written consent of the Board.
- (j) The porches, stoops, patios and decks attached to the Lots shall not be used for general storage. Only potted plants may be maintained on the front porches or stoops. All patios and decks shall be kept in a neat and orderly manner and shall not appear cluttered.

Section 9.3 – Restrictions on Alienation. A Lot may not be conveyed pursuant to a time-sharing plan.

A Lot may not be leased or rented for a term of less than six (6) months. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association.

All leases of a Lot shall be deemed to include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce, and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

Section 9.4 – Declarant's Rights. Notwithstanding the foregoing, as long as the Declarant is a Lot Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Lot owned by the Declarant or any portion of the common Area as a model Lot or sales office. The Declarant may also maintain management offices and signs and displays advertising the Community.

ARTICLE X

Easements and Licenses

There shall be and hereby is established a blanket easement upon the common areas within the Community for the installation, maintenance and repair of all public utilities, including, without limitation, water, sanitary sewer, storm sewer, electricity, gas, telephone, CATV and telecommunications, as well as Community signage and other Community improvements. Any additional easements or licenses to which the Community is presently subject are noted on the Plat. In addition, the Community may be subject to

other easements or licenses granted by the Declarant pursuant to its powers under Article VIII of this Declaration.

ARTICLE XI

Additions, Alterations and Improvements

Section 11.1 – Additions, Alterations and Improvements by Lot Owners.

- (a) No Lot Owner will make any structural addition, structural alteration, or structural improvement, including the erection or building of any fence, wall, or other structure of any exterior addition, in or to the Community without the prior written consent thereto of the Board in accordance with Subsection 11.1 (c).
- (b) Subject to Subsection 11.1 (a), a Lot Owner:
 - (i) May make any other improvements or alterations to the interior of his or her Lot that do not impair the structural integrity or mechanical systems or lessen the support of any portion of any other Lot;
 - (ii) May do landscaping and plant vegetation within three (3) feet of the Lot Owner's foundation, without permission of the Board in accordance with Subsection 11.3, provided that such landscaping and vegetation shall be properly maintained;
 - (ii) May not change the appearance of the Common Area, or the exterior appearance of a Lot, or any other portion of the Community, without permission of the Association;
- (c) A Lot Owner may submit a written request to the Board for approval to do anything that an Owner is forbidden to do under Subsection 11.1 (a) or 11.1 (b) (iii). The Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Board to the proposed action. The Board shall review requests in accordance with the provisions of its rules.
- (d) The Board, in its sole discretion, may declare any landscaping or vegetation planted by a Lot Owner in accordance with Subsection 11.1(b)(ii) is improperly maintained or "unsightly" and may, after Notice and Hearing, maintain or remove such landscaping or vegetation at the Lot Owner's expense as a separately assessed Special Assessment.
- (e) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Lot shall be executed by the Association only. Such execution will not, however, create impose any liability on the Association to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.
- (f) All additions, alterations and improvements to the Lots and Common Area shall not, except pursuant to prior approval by the Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Lots other than those affected by such change. In the event that there is an increase in any insurance premium carried by the Association as a result of any addition, alteration or improvement by a Lot Owner(s), such increase shall be assessed in a separate Special Assessment against the Lot Owner(s) affected by such change.

The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 11.2 – Additions, Alterations and Improvements by Board. The Board may make any additions, alterations or improvements to the Common Area which, in its judgment, it deems necessary.

Section 11.3 – Exterior Improvements and Landscaping Within Limited Common Area. Lot Owners may make exterior improvements within or as a part of the Limited Common Area constituting balconies or patios consisting of repainting, restaining, addition of architectural detailing, changing of doors and fenestration, planting of gardens, hedges, shrubs, construction of fences, walks, benches, and architectural conceits, provided they are undertaken with the permission of the Board or a covenants control committee established for such purpose, if any. Such permission from the Board shall be following the submission of complete plans prepared by an architect or landscape architect, and a review by such Board or committee as to consistency with improvements originally constructed by the Declarant, and consistent with the style and character of the Community. No approval will be awarded without Notice and comment given to the other Lot Owners. Any such improvements or landscaping shall be maintained by the Lot Owner that installs them at such Lot Owner's sole cost and expense. In the event that such Lot Owner fails to maintain such improvements or landscaping, the Board may, in its sole discretion, determine that such improvements or landscaping are improperly maintained or "unsightly" and may, after Notice and Hearing, maintain or remove such landscaping or improvements at the Lot Owner's expense as a separately assessed Special Assessment

The applicant will pay for the cost of preparation of the application, the cost of professional review, if deemed required by the review entity, and all costs of permits and fees.

ARTICLE XII

Amendments to Declaration

Section 12.1 – General. During the period of time specified in Sections 8.6 and 8.9, the Declarant shall have the right to amend any provision of this Declaration or annex additional land as provided in Article VIII without consent of any Owner. After the expiration of such term of control by the Declarant, this Declaration may be amended only by vote or agreement of Lot Owners of Lots to which at least fifty percent (50%) of the votes in the Association are allocated.

Section 12.2 – Execution of Amendments. An amendment to the Declaration shall be recorded by the Association, which has been adopted in accordance with this Declaration, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Amendments by the Declarant shall be executed by the Declarant only.

Section 12.3 – Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

ARTICLE XIII

Amendments to Bylaws

The Bylaws may be amended only by majority vote of the members of the Board, following Notice and Comment to all Lot Owners, at any meeting duly called for such purpose, and provided that the text of the proposed Amendments shall have been sent to all Directors with the Call for the meeting at least ten (10) days in advance of such meeting.

ARTICLE XIV

Mortgagee Protection

Section 14.1 – Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers, and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 14.2 – Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Lots which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Lots then subject to Security Interests held by Eligible Mortgagees.

Section 14.3 – Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Community or any Lot in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
- (b) Any delinquency in the payment of Common Expense assessments owed by a Lot Owner whose Lot is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, as applicable, which remains uncured for a period of ninety (90) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any judgment rendered against the Association.

Section 14.4 – Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 14.5 – Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 14.6 – Attendance at Meetings. Any representative of an Eligible Mortgagee or eligible Insurer may attend and address any meeting which a Lot Owner may attend.

ARTICLE XV

Assessment and Collection of Common and Special Expenses

Section 15.1 – Payment of Regular Assessments. Regular Assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. Regular Assessments shall be levied on a fiscal year basis. Unless otherwise specified by the Board, Regular Assessments shall be due and payable initially in monthly installments of One Hundred Nineteen Dollars (\$119.00) by each Lot Owner on the first day of each month during the term of this Declaration. The initial monthly installments include the sums of Twenty Dollars (\$20.00) to Millennium Property Management for Clubhouse access; Forty Dollars (\$40.00) to Millennium Property Management for groundskeeping, maintenance and snow removal; and, Twenty Dollars (\$20.00) to Fastwire, Inc. for high speed internet access. Regular Assessments shall commence as to each Lot subject to Section 15.4 below, no later than the first day of the

first month following the month in which the Lot is conveyed to an Owner other than Declarant and may commence prior to that date at the option of Declarant.

Section 15.2 – Budgeting. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing: (i) estimated revenue and expenses on an accrual basis; (ii) the amount of the total cash reserves of the Association currently available for replacement or major repair of Common Area and for contingencies; (iii) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Common Area; and (iv) a general statement setting forth the procedures used by the board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Area. The total amount shall be charged equally against all Lots in the Community as Regular Assessments, subject to the limitations set forth in the By-Laws. Each year the board shall annually prepare and approve the budget and distribute a copy thereof to each Member, together with written notice of the amount of the Regular Assessment to be levied against the Owner's Lot, not less than thirty (30) days prior to the beginning of the fiscal year.

Section 15.3 – Non-Waiver of Assessments. If before the expiration of any fiscal year the Association fails to fix Regular Assessments for the next fiscal year, the Regular Assessment established for the preceding year shall continue until a new Regular assessment is fixed.

Section 15.4 – Exemption from Regular Assessment. Declarant is exempt from payment of all Regular and Special Assessments so long as Declarant remains fully responsible for maintenance and all other expenses associated with structural improvements on Lots owned by Declarant. Those portions of the Community which do not include structure improvements suitable for human occupancy shall be exempt from the payment of those portions of the Regular Assessment which are allocated for defraying operating expenses and reserves directly attributable to the existence and use of the structural Improvements, including but not limited to (i) roof replacement; (ii) exterior maintenance; (iii) deferred structural maintenance and repair; (iv) refuse disposal; and (v) landscaping. The exemption from payment of those portions of the Regular Assessment shall be effective only until construction of the structural Improvements has been completed.

Section 15.5 – Special Assessments. Subject to the limitations in the By-Laws, Special Assessments may be levied in addition to Regular Assessments for (i) constructing capital Improvements; (ii) correcting an inadequacy in the Current Operation Account; (iii) defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of Improvements or landscaping in the Lot (s) or Common Area; (iv) paying for insurance premiums obtained and maintained by the Association; or (v) paying for such other matters as the Board may deem appropriate for the Property. Special Assessments shall be levied in the same manner as Regular Assessments.

Section 15.6 – Individual Special Assessments. Expenses attributable to fewer than all Lots, or attributable to an individual Lot or Lot Owner, may be assessed as a Special Assessment against the individual Lot(s) under the following circumstances:

- (a) Any expense associated with the repair, maintenance, cleaning or replacement of the Common Area or Limited Common Area that becomes necessary because of the negligence or neglect of any Lot Owner, or any repair made pursuant to Sections 6.3 or 6.5 shall be separately assessed against the responsible Lot Owner's Lot. No such separate assessment shall be made without Notice and Hearing as provided in Section 20.2.
- (b) Any expense associated with the proper maintenance or removal of any landscaping, vegetation or improvement pursuant to Section 11.1 and 11.3 shall be separately assessed against such Lot Owner's Lot.

- (c) Any expense for services provided by the Association to an individual Lot at the request of the Lot Owner shall be assessed against the Lot which benefits from such service.
- (d) Any insurance premium increase attributable to a particular Lot(s) by virtue of activities in or construction on the Lot(s) shall be assessed against that Lot(s).
- (e) An assessment to pay a judgment against the Association may be made only against the Lots in the Community at the time the judgment was entered, in proportion to their Common Expense liabilities.
- (f) If Common Expense is caused by the misconduct of a Lot Owner, the Association may assess that expense exclusively against that lot Owner's Lot.
- (g) Fees, charges, late charges, fines, collection costs, and interest charged against a Lot Owner pursuant to the Documents and the Act are enforceable as Special Assessment.

Section 15.7 – Lien.

- (a) The Association shall have a lien on a Lot for a delinquent assessment levied against the Lot or fines imposed against its Lot Owner from the time the Association records a Notice in the office of the Recorder of Monroe County, Indiana, that the assessment is delinquent. If an assessment is payable in installments, the full amount of the assessment is delinquent if not paid to the Association by the due date of the installment.
- (b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (a) a lien, encumbrance, or secured interest recorded before the recordation of the Notice referenced in subsection 15.7 (a) above; and (2) liens for real estate taxes and other governmental assessments or charges against the Lot.
- (c) Recording of a Notice of Delinquency constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required and all subsequent unpaid assessments shall be included therein.
- (d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the Notice is recorded; provided, that if an Owner of a Lot subject to a lien under this Section files a petition under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This Section does not prohibit an action to recover sums for which Subsection (a) of this Section creates a lien.
- (f) Any steps taken by the Association to collect sums due or enforce a lien under this Section shall entitle the Association to add to the amount due its costs and reasonable attorneys' fees.
- (g) A judgment or decree in an action brought under this Section is enforceable by execution under the Laws of the State of Indiana.
- (h) The Association's lien may be foreclosed as a mortgage on real estate is foreclosed.
- (i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged to be due from that Lot Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association

during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 15.2 of this Declaration.

- (j) Any payments received by the Association in the discharge of a Lot Owner's obligation may be applied to the oldest balance due.

Section 15.8 – Ratification of Non-budgeted Common Expense Assessments.

If the Board votes to levy a Common Expense assessment not included in the current budget in an amount Greater than twenty percent (20%) of the current annual operating budget, the Board shall submit such Common Expense to the Lot Owners for ratification in the same manner as a budget.

Section 15.9 – Certificate of Payment of Common Expense Assessments.

The Association upon written request shall furnish to a Lot Owner a statement in recordable form setting out the amount of unpaid assessments against the Lot. The statement must be furnished within ten (10) days after the receipt of the request and is binding on the Association, the Board and each Lot Owner.

Section 15.10 – Acceleration of Common Expense Assessments.

In the event of default for a period of ten (10) days by any Lot Owner in the payment of any Common Expense assessment levied against his or her Lot, the Board shall have the right, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 15.11 – No Waiver of Liability for Common Expenses.

No Lot Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot against which the assessments are made.

Section 15.12 – Personal Liability of Lot Owners. The Lot Owner of a Lot at the time a Common Expense Assessment or portion thereof, Special Assessment, or Individual Special Assessment is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Lot unless he or she agrees to assume the obligation.

Section 15.13 – Accounts. Assessments collected by the Association shall be deposited into at least two (2) separate accounts with a bank and/or savings and loan association, which accounts shall be clearly designated as (i) the Current Operation Account and (ii) the Reserve Account. The Board shall deposit those portions of the assessments collected as reserves for contingencies and for replacement and deferred maintenance of capital Improvements into the Reserve Account.

Section 15.14 – Current Operation Account. All of the following may be paid from the Current Operation Account:

- (a) All cost of enforcing the provisions of the Documents;
- (b) Taxes and assessments, if any, levied or assessed separately against the Common Area;
- (c) Sums necessary to discharge any lien or encumbrance, including taxes, levied against any Lot which constitutes a lien against any portion of the Common Area;
- (d) Insurance premiums and costs for policies purchased for the benefit of the Association;
- (e) Water, sewer, garbage, trash, electrical, gas, telephone and other necessary utility services for the Common Area;
- (f) Costs of routine maintenance, repair and upkeep of Improvements in the Common Area;
- (g) Contractual obligations to Millennium Property Management and Fastwire, Inc.; and

- (h) All other goods, materials, supplies, furniture, labor, services, maintenance, repairs or alterations which the Association is authorized to secure and pay for other than those to be expended from the Reserve Account.

~~**Section 15.15 – Reserve Account.** The Association shall pay out of the Reserve Account only these costs that are attributable to the maintenance, repair or replacement of capital improvements for which reserves have been collected and held. No portion of a reserve designated for a particular capital improvement may be expended for any purpose other than the maintenance or replacement of that capital improvement. Except for funds collected for contingencies, no funds collected for the Reserve Account may be used for ordinary current maintenance and operation purposes.~~

Amended
4/14/11 at
annual mtg.
See pg. 24

ARTICLE XVI

Right to Assign Future Income

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Lot Owners of Lots to which at least fifty-one percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XVII

Persons and Lots Subject to Documents

Section 17.1 – Compliance with Documents. All Lot Owners, tenants, mortgagees and occupants of Lots shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the provisions of the Documents are accepted and ratified by such Lot Owner, tenant, mortgagee or occupant, and all such provisions are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Lot.

Section 17.2 – Adoption of Rules. The Board may adopt Rules regarding the use and occupancy of Lots affecting the Common Area and Limited Common Area and the activities of occupants, subject to Notice and Comment.

ARTICLE XVIII

Insurance

Section 18.1 – Coverage. To the extent reasonably available, the Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board determines that any insurance described herein will not be maintained, the Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Lot Owners and Eligible Mortgagees at their respective last known address.

Section 18.2 – Property Insurance.

- (a) Property insurance covering one hundred percent (100%) of the actual replacement cost value of the following shall be obtained and maintained by the Association:
- (i) All of the Common Area and Limited Common Area and all of each Lot including all exterior components, structural components, interior floor coverings, wall coverings, interior walls, fixtures and appliances; and
 - (ii) All personal property owned by the Association.

Notwithstanding anything contained in Section 18.2(a), the Association shall not be responsible for obtaining or maintaining property and casualty insurance covering the personal property located on any Lot which property does not belong to the Association.

- (b) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.
- (c) Other Provisions. Insurance policies required by this Section shall provide that:
 - (i) The insurer waives the right to subrogation under the policy against a Lot Owner or member of the household of a Lot Owner;
 - (ii) An act or omission by a Lot Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;
 - (iii) If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the ~~Lot Owner's~~ ^{Association's} policy provides primary insurance;
 - (iv) Loss must be adjusted with the Association;
 - (v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Lot Owner and such Lot Owner's mortgagee;
 - (vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Lot Owner and each Holder of a Security Interest to whom a certificate or memorandum of Insurance has been issued, at their respective last known addresses.
 - (vii) The name of the insured shall be "Arbor Ridge Homeowner's Association, Inc. Association, Inc."

Amended
2/11/14 at
Annual Meeting.
See Pg. 26

Section 18.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Board but in no event less than One Million Dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Area, and the activities of the Association.

- (a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:
 - (i) Each Lot Owner is an insured person under the policy with respect to liability arising out of the Lot Owner's interest in the Common Area or membership in the Association.
 - (ii) The insurer waives the right to subrogation under the policy against a Lot Owner or member of the household of a Lot Owner.
 - (iii) An act or omission by a Lot Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

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- (iv) If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.
- (v) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Lot Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known address.

~~**Section 18.4 – Workers’ Compensation Insurance.** The Board shall obtain and maintain Workers’ Compensation Insurance to meet the requirements of the laws of the State of Indiana.~~

*Amended -
2/11/14 at
Annual meeting.
See pg. 26*

Section 18.5- Directors’ and Officers’ Liability Insurance. The Board may obtain and maintain directors’ and officers’ liability insurance covering all of the directors and officers of the Association in such limits as the Board in its sole discretion may, from time to time, determine.

Section 18.6 – Other Insurance. The Association may carry other insurance which the Board considers appropriate to protect the Association or the Lot Owners.

Section 18.7 – Premiums. Insurance premiums for policies obtained and maintained by the Association shall be a Common Expense, and assessed on a pro-rata basis against each Lot as a Special Assessment. Each Lot Owner shall be individually responsible for the payment of premiums for such Lot Owner’s personal property and liability insurance.

ARTICLE XIX

Damage To Or Destruction of Property

Section 19.1 – Duty to Restore. A portion of the Community for which insurance carried by the Association is in effect, that is damaged or destroyed, must be repaired or replaced promptly by the Association unless:

- (a) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or
- (b) Eighty percent (80%) of the Lot Owners, including each owner of a Lot or assigned Limited Common Area that will not be rebuilt, vote not to rebuild.

Section 19.2 – Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 19.3 –Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board, a majority of Lot Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 19.4 Replacement of Less Than Entire Property.

- (a) The insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition compatible with the remainder of the Community.
- (b) Except to the extent that other persons will be distributees,

- (i) The insurance proceeds attributable to a Lot and Limited Common Area that are not rebuilt must be distributed to the owner of the Lot and the owner of the Lot to which the Limited Common Area were allocated, or to lien holders, as their interest may appear.
- (ii) The remainder of the proceeds must be distributed to each Lot Owner or lien holder, as their interests may appear, in proportion to the Common Area interests of all the Lots.

Section 19.5 Insurance Proceeds. The Trustee, or if there is no Trustee, then the Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Lot Owners and lien holders as their interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Lot Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored.

Section 19.6 – Certificates by the Board. The Trustee, if any, may rely on the following certifications in writing made by the Board:

- (a) Whether or not damaged or destroyed Property is to be repaired or restored.
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 19.7-Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Lot Owners or mortgagees, the Board, and the Trustee, if any, shall obtain and may rely on a title insurance company or attorney's title certificate of title or a title insurance policy based on a search of the records of Monroe County, Indiana from the date of the recording of the original Declaration stating the names of the Lot Owners and the mortgages.

ARTICLE XX

Rights to Notice and Comment; Notice and Hearing

Section 20.1 – Right to Notice and Comment. Before the Board amends the Bylaws or the Rules, whenever the Documents require that an action be taken after "Notice and Comment," and at any other time the Board determines, the Lot Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Lot Owner in writing and shall be delivered by mail to all Lot Owners at such address as appears in the records of the Association. The notice shall be given not less than five (5) days before the proposed action is to be taken. It shall invite comment to the Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Lot Owner to be heard at a formally constituted meeting.

Section 20.2 – Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing," the following procedure shall be observed: The party proposing to make the action (e.g., the Board, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Lot Owners or occupants of Lots whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the same issues. Such evidence shall be considered in making the decision but shall not bind the decision-makers. The affected person shall be notified of the decision the same manner in which notice of the meeting was given.

Section 20.3 – Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Board from a decision of persons other than the Board by filing a written notice of appeal with the Board within ten (10) days after being notified of the decision. The Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXI

Board of Directors

Section 21.1 – Power and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in this Declaration or the Bylaws. The Board shall have, subject to the limitations contained in this Declaration, the powers and duties necessary for the administration of the affairs of the Association and of the Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules and Regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Lot Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two or more Lot Owners on matters affecting the Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Area;
- (i) Cause additional improvements to be made as a part of the Common Area;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Area;
- (l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Area and for services provided to Lot Owners;
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, Bylaws, Rules and Regulations of the Association;
- (n) Provide for the indemnification of the Association's officers and Board and maintain directors' and officers' liability insurance;
- (o) Assign the Association's right to future income, including the right to receive Common Expense assessments;

- (p) Exercise any other powers conferred by this Declaration or the Bylaws;
- (q) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;
- (r) Exercise any other power necessary and proper for the governance and operation of the Association; and
- (s) By resolution, establish committees of directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot Owners and the Board. However, actions taken by a committee may be appealed to the Board by any Lot Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Board at its next regular meeting.

ARTICLE XXII

Open Meetings

Section 22.1 – Access. All meetings of the Board, at which action is to be taken by vote will be open to the Lot Owners, except as hereafter provided.

Section 22.2 – Notice. Notice of every such meeting will be given not less than 24 hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the Community, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 22.3 – Executive Sessions. Meetings of the Board may be held in executive session, without giving notice and without the requirement that they be open to Lot Owners, in either of the following situations only:

- (a) No action is taken at the executive session requiring the affirmative vote of Directors; or
- (b) The action taken at the executive session involves personnel, pending litigation, contract negotiations, enforcement actions, or matters involving the invasion of privacy of individual Lot Owners, or matters which are to remain confidential by request of the affected parties and agreement of the Board.

ARTICLE XXIII

Condemnation of Common Area

If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be deposited into the Association's operating account until distributed. The Association shall distribute such funds proportionately to all Owners as their interests appear according to the respective fair market values of their Lots immediately prior to the time of condemnation, as determined by an independent appraisal Institute Certificate or the equivalent, as selected by the Board. The Association shall represent the interest of all Owners.

ARTICLE XXIV

Miscellaneous

Section 24.1 – Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 24.2 – Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the contexts of the Documents so require.

Section 24.3 – Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

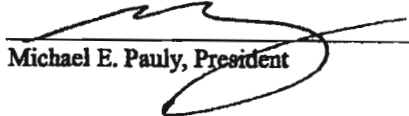
Section 24.4 – Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 24.5 - Enforcement. ~~The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.~~

*Amended at
4/14/11 Annual
Meeting. See
Page 25*

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this th 24 day of JUNE, 2004.

ARBOR RIDGE HOMEOWNER'S
ASSOCIATION, INC.

By: 
Michael E. Pauly, President

STATE OF INDIANA, COUNTY OF MONROE, SS:

Personally appeared before me, a Notary Public in and for said County and State, Michael E. Pauly, to me known to be the President of Arbor Ridge Homeowner's Association, Inc., who acknowledged execution of the above and foregoing Declaration of Covenants, Conditions and Restrictions of Arbor Ridge Homeowner's Association, Inc. to be his voluntary act and deed for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 24th day of June, 2004.

Carol J. Bruce

Notary Public

CAROL J. BRUCE

Printed Name

Resident of MONROE County, Indiana

My Commission Expires:

July 18, 2007

This Instrument Prepared By:

John W. Richards
BUNGER & ROBERTSON
226 South College Square
P.O. Box 910
Bloomington, IN 47402-0910

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF ARBOR RIDGE HOMEOWNER'S ASSOCIATION, INC.**

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of ARBOR RIDGE HOMEOWNER'S ASSOCIATION, INC. is made this 15th day of April, 2011.

RECITALS

1. The Declaration of Covenants, Conditions and Restrictions of Arbor Ridge Homeowner's Association, Inc. ("Declaration") was adopted on the 24th day of June, 2004, as recorded in as Instrument No. 2004013660 in the Office of the Recorder of Monroe County, Indiana on the 24th day of June, 2004. The Covenants and Restrictions impose certain limitations on development of real estate located in Monroe County, Indiana and more specifically described in the Plat recorded at Plat Cabinet C, Envelope 368 in the Office of the Recorder of Monroe County, Indiana.

2. By this First Amendment and pursuant to Article XII of the Covenants and Restrictions, Declarant Arbor Ridge Homeowner's Association, Inc. ("Declarant") desires to amend and modify the Covenants and Restrictions as stated herein.

NOW THEREFORE, in accordance with the authority granted by the Declaration, and upon vote of the members of the Arbor Ridge Homeowner's Association, Inc., the Declaration of Covenants, Conditions and Restrictions of Arbor Ridge Homeowner's Association, Inc. is amended as follows:

1. Section 15.15, is amended and restated as follows:

Section 15.15 – Reserve Account

- a) The Association shall pay out of the Reserve Account costs attributable to maintenance, repair or replacement of capital improvements only in accordance with this section.
- b) Cost for maintenance, repair or replacement of a capital improvement for which reserves have been collected and held shall be approved by a majority vote of the Board of Directors for expenditures not to exceed \$25,000 for a single maintenance, repair or replacement event.
- c) Expenditures from the reserve account for a single maintenance repair or replacement event costing \$25,000 or more are authorized only as follows:
 - i. The expenditure is approved by unanimous vote of the Board of Directors; and
 - ii. The expenditure is approved by majority vote of the Lot Owners attending a Special Meeting called in accordance with Articles 3 of the Bylaws for the purpose of voting on the proposed expenditure. The Notice of a Special Meeting to all Lot Owners will include a description of the proposed reserve expenditure, the justification by the Board of Directors for the expenditure and advise Lot Owners of a possible Special Assessment to fund the maintenance, repair or replacement activity if expenditure from the reserve account is not approved.
- d) Expenditure of funds from the reserve account for maintenance, repair or replacement of a capital improvement for which reserves have not been collected and held are authorized only as follows:
 - i. The expenditure is approved by unanimous vote of the Board of Directors; and
 - ii. The expenditure is approved by majority vote of the Lot Owners attending a Special Meeting called in accordance with Article 3 of the Bylaws. The Notice of Special Meeting to Lot Owners shall specify whether the proposed expenditure will be posted as "borrowed funds" from the reserve account to be repaid out of future assessments. The Notice shall also advise Lot Owners whether the Board of Directors will propose a Special Assessment if the expenditure from the reserve account is not approved.

2. Section 24.5, is amended and restated as follows:

Section 24.5 – Enforcement. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, for damages or injunctive relief, or both, together with reasonable attorney fees incurred to enforce the covenants, conditions and restrictions in this Declaration. Failure by the Association or any Lot Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

3. Except as amended herein the Declaration of Covenants, Conditions and Restrictions of Arbor Ridge Homeowner's Association, Inc. shall remain in full force and effect.

DECLARANT:

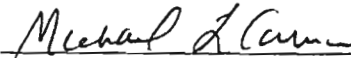
ARBOR RIDGE HOMEOWNER'S ASSOCIATION, INC.

By: 
Gilbert L. Apple, President

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and state, this 15th day of April, 2011, at which time Gilbert L. Apple personally appeared and acknowledged the execution of the above and foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions to be a voluntary act and deed.

My Commission Expires: 7-8-2016

, Notary Public

A resident of Monroe County

MICHAEL L. CARMIN (Name Printed)

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. Michael L. Carmin

This Instrument Prepared By: MICHAEL L. CARMIN, Attorney at Law, ANDREWS HARRELL MANN CARMIN & PARKER, P.C., 400 W. 7th Street, Suite 104, P.O. Box 2639, Bloomington, Indiana 47402-2639, Telephone: (812) 332-4200
328445 / 20724-0

**Restated and Amended
Declaration of Covenants, Conditions and Restrictions
of
ARBOR RIDGE HOMEOWNER'S ASSOCIATION, INC.**

This RESTATED and AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ARBOR RIDGE (the "Amended Declaration") is made this 11th day of FEBRUARY, 2014, by the Arbor Ridge Owners.

RECITALS

(A) The Arbor Ridge Owners, also referred to as the Declarants, are the owners of the fee simple title to the Arbor Ridge Lots in the Arbor Ridge Community; and

(B) The Arbor Ridge Community was previously platted and subjected to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Arbor Ridge as previously recorded on June 24, 2004 as instrument 2004013660 in the Office of the Recorder of Monroe County, Indiana (the "Original Declaration") and amended on April 15, 2011 and recorded on April 19, 2011, as instrument number 2011005175 in the Office of the Recorder of Monroe County, Indiana.

(D) The Original Declaration provided that the Lot Owners could amend the Original Declaration by the affirmative vote or agreement of the Arbor Ridge Owners of Lots to which at least fifty percent (50%) of the votes in the Association are allocated.

(E) On February 11, 2014, more than fifty percent (50%) of the Arbor Ridge Owners approved the Amended Declaration at a meeting of the Arbor Ridge Owners duly called and held.

(G) The Arbor Ridge Owners wish to record the Amended Declaration pursuant to the provisions of Section 12.1 of the Original Declaration and upon recording, the Amended Declaration shall become effective and shall supersede the Original Declaration and apply to all Arbor Ridge Lots and to each Arbor Ridge Owner.

NOW, THEREFORE, in accordance with the authority granted by the Original Declaration and upon vote of the members of the Arbor Ridge Homeowner's Association, Inc., the Declaration of Covenants, Conditions and Restrictions of the Arbor Ridge Homeowner's Association, Inc., is amended as follows:

- Section 18.2 (c)(iii) is amended and restated as follows:

If at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the Association's policy provides primary coverage.

- Section 18.4 Workers's Compensation Insurance, shall be deleted in its entirety.

ARBOR RIDGE HOMEOWNER'S ASSOCIATION, INC.

By: Gilbert L Apple

Printed Name: Gilbert L Apple

Its: President, Board of Directors

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

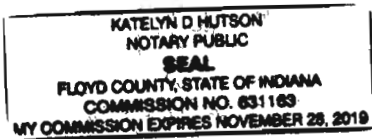
Gib Apple known to me to be the President of the Arbor Ridge Homeowner's Association, Inc. personally appeared before me, a Notary Public, in and for said County and State on the 10th day of Monroe March, 2014, and acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of Arbor Ridge.

My Commission expires:
11-28-2019

Katelyn D Hutson
Notary Public

County of Residence:
Monroe

Katelyn D Hutson
Name Printed



This instrument prepared by: Megan Lewis, Lewis Law LLC, 1205 North Walnut Street, Bloomington, Indiana 47404-3565; (812) 336-6989.



**SECOND AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ARBOR RIDGE HOMEOWNER'S ASSOCIATION, INC.**

Recorded in the Office of the Recorder

of Monroe County, Indiana

**Consisting of 8 pages,
Numbered 1 through 8**

Including

**Secretary's Certificate
Regarding Amendment of Declaration**

This instrument prepared by: John W. Richards, #16845-53
Bunger & Robertson
211 S. College Ave
P.O. Box 910
Bloomington IN 47402-0910
(812) 332-9295

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. /s/ John W. Richards, #16845-53

**SECOND AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ARBOR RIDGE HOMEOWNER'S ASSOCIATION, INC.**

This SECOND AMENDED DECLARATION, together with the Secretary's Certificate Regarding Amendment of Declaration attached hereto and made a part hereof, are made and executed on the 10 day of October 2022, by Arbor Ridge Homeowner's Association, Inc. ("Association"), on behalf of the Lot Owners of Arbor Ridge ("Lot Owners"), in accordance with the terms and provisions of Article XII, Section 12.1 of the Declaration of Covenants, Conditions and Restrictions of Arbor Ridge Homeowner's Association, Inc., duly filed for record on June 24, 2004, as Instrument Number 2004013660, as amended from time to time, in the Office of the Recorder of Monroe County, Indiana (hereinafter collectively referred to as "Declaration").

Statement of Purposes

WHEREAS, by the Declaration, the affirmative vote of at least 50% of all Lot Owners may amend the Declaration.

WHEREAS, the Declaration currently provides for Single Entity insurance coverage.

WHEREAS, as set forth in the Secretary's Certificate Regarding Amendment of Declaration to this Amended Declaration, more than 50% of all Lot Owners cast their votes to amend the Declaration to provide for Bare Walls insurance coverage.

NOW THEREFORE, the Lot Owners, pursuant to the provisions in Article XII, Section 12.1 of the Declaration, hereby amend the Declaration as follows:

NOW THEREFORE, the Lot Owners, pursuant to the terms and provisions of Article XII, Section 12.1 of the Declaration of Arbor Ridge, hereby amend said Declaration as follows:

Effective July 16, 2023, Article XVIII, Sections 18.1 and 18.2 supersede and replace Article XVIII, Sections 18.1 and 18.2 of the Arbor Ridge Homeowner's Association, Inc.'s covenant regarding insurance coverage. Article XVIII, Section 18.4 shall be effective beginning July 16, 2023. Article XVIII, Sections 18.3, 18.5, 18.6, and 18.7 remain unchanged.

Article XVIII, Insurance, Section 18.1 of the Declaration shall be and hereby is amended to read as follows:

Section 18.1 – Coverage. To the extent reasonably available, the Board shall obtain and maintain coverage as set forth in this Article. If such insurance is not reasonably available, and the Board determines that any insurance described herein will not be maintained, the Board shall cause notice of that fact to be mailed by United States mail to all Lot Owners and eligible Mortgagees at their last known address.

The purpose of the provisions of this Section is to ensure that, in the event of casualty loss to a home in Arbor Ridge, there shall be proceeds from insurance sufficient to repair or reconstruct the home at least to the standards of the original plans and specifications of the damaged unit.

Article XVIII, Insurance, Section 18.2 of the Declaration shall be and hereby is amended to read as follows:

Section 18.2 – Responsibility of Board for Insurance Coverage. The Board shall purchase casualty insurance, including earthquake coverage, on the supporting structure and exterior of the homes in Arbor Ridge. Such coverage shall include:

- A) Footings
- B) Foundations
- C) Framing-outside walls
- D) Exterior siding and guttering
- E) Stone façade
- F) Concrete floors and sub-flooring
- G) Windows
- H) Exterior doors
- I) Garage doors
- J) Roofs
- K) Porches, decks, and patio slabs and patios
- L) Electrical service to the meter
- M) Plumbing to the inside of the exterior wall
- N) Interior stud walls and framing
- O) Interior perimeter support walls and beams

Such insurance shall at a minimum be in an amount equal to the full replacement value (i.e. 100% of current replacement cost exclusive of land) of the above homes in Arbor Ridge, a “Demolition Endorsement” or its equivalent, and if necessary, and “Increased Cost of Construction Endorsement” or “Contingent Liability from Operation of Building Laws Endorsement” or the equivalent, such insurance to protect against at least the following: loss or damage by fire and other hazards covered by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, and water damage.

Article XVIII, Insurance, Section 18.4 of the Declaration shall be and hereby is amended to read as follows:

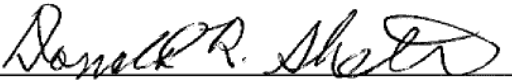
Section 18.4 – Responsibility of Lot Owner for Insurance Coverage. Each Lot Owner shall purchase and maintain condominium homeowner insurance or any equivalent to protect Lot Owner against personal liability and loss or casualty of personal property and improvements to the interior, including earthquake coverage, that will insure the reconstruction and repair of casualty damage to the interior of the home that is not the responsibility of the Board to insure under Section 18.2. Such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Board. If a casualty loss is sustained and there is a reduction in the amount of the proceeds otherwise payable on the insurance purchased on the Board due to pro ration of insurance purchased by the Lot Owner, the Lot Owner shall assign to the Board the proceeds of the insurance purchased by him or her to the extent of the reduction. All policies purchased by Lot Owner which give the carrier the right to restore damage in lieu of a cash settlement shall provide that such option shall not be exercisable by the carrier without the approval of the Board. Such insurance coverage by Lot Owner shall include, without limitation:

- A) Plumbing from the inside of the exterior wall
- B) Electrical service from the meter in
- C) Duct work
- D) Insulation
- E) Drywall
- F) Floor coverings
- G) Light fixtures
- H) Appliances
- I) Interior doors and trim
- J) Plumbing fixtures
- K) Heating, colling, filtering units, ceiling and exhaust fans
- L) Window treatments
- M) Drywall coverings such as painting, wallpaper, tile, decoration, and trim
- N) Cabinets, including to not limited to kitchen and bathroom cabinets, built-in bookcases
- O) Owner’s furnishing and personal property


Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amended Declaration executed this
10th day of October 2022.

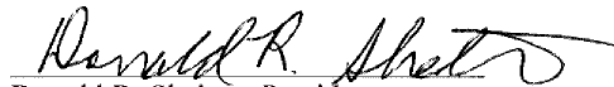
ARBOR RIDGE HOMEOWNER'S
ASSOCIATION, INC.

By: 
Donald R. Shelton, President

ATTEST:


Marsha Turner-Shear, Secretary

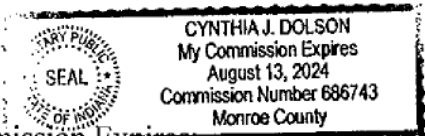
I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.


Donald R. Shelton, President

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Personally appeared before me, a Notary Public in and for said County and State, Donald R. Shelton and Marsha Turner-Shear, to me known to be President and Secretary of Arbor Ridge Homeowner’s Association, Inc., who acknowledged execution of the above and foregoing Second Amended Declaration of Covenants, Conditions, and Restrictions of Arbor Ridge Homeowner’s Association, Inc. to be their voluntary act and deed for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 10 day of October 2022.



My Commission Expires:

8/13/2024

Cynthia J. Dolson
Notary Public

Cynthia J. Dolson
Printed Name
Resident of Monroe County

IN WITNESS WHEREOF, the Lot Owners have caused this Second Amended Declaration to be executed the day and year written above.

ARBOR RIDGE HOMEOWNER'S ASSOCIATION, INC.

Donald R. Shelton
Donald R. Shelton, President

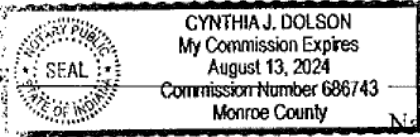
Marsha Turner-Shear
Marsha Turner-Shear, Secretary

CORPORATE ACKNOWLEDGEMENT

STATE OF INDIANA)
)
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and State personally appeared, Donald R. Shelton, as President of Arbor Ridge Homeowner's Association, Inc., who acknowledged the execution of the foregoing Second Amended Declaration, for the property known as Arbor Ridge, and who, having been duly sworn, stated that the facts and matters therein set forth are true and correct.

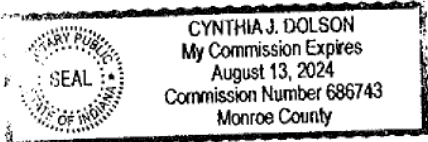
WITNESS my hand and Notarial Seal, this 10 day of October 2022.

My commission expires:  Cynthia J. Dolson
Name: Cynthia J. Dolson
Residing in Monroe County, Indiana

STATE OF INDIANA)
)
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and State personally appeared, Marsha Turner-Shear, as Secretary of Arbor Ridge Homeowner's Association, Inc., who acknowledged the execution of the foregoing Second Amended Declaration, for the property known as Arbor Ridge, and who, having been duly sworn, stated that the facts and matters therein set forth are true and correct.

WITNESS my hand and Notarial Seal, this 10 day of October 2022.

My commission expires: 8/13/2024  Cynthia J. Dolson
Name: Cynthia J. Dolson
Residing in Monroe County, Indiana


**ARBOR RIDGE HOMEOWNER'S ASSOCIATION, INC.
SECRETARY'S CERTIFICATE
Regarding Second Amended Declaration**

I, Marsha Turner-Shear, attest as follows:

1. I am currently serving as secretary of the Board of Directors of Arbor Ridge Homeowner's Association, Inc.

2. As of the 26th day of September 2022, more than 50% of all Lot Owners cast an affirmative vote to amend the Declaration (the "Declaration") to specify certain obligations regarding insurance coverage.

Arbor Ridge Homeowner's Association, Inc.




Marsha Turner-Shear, Secretary

STATE OF INDIANA)
)
COUNTY OF MONROE)

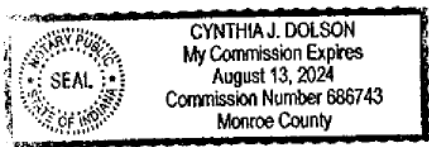
Before me, a Notary Public in and for said County and State personally appeared Marsha Turner-Shear, who acknowledged the execution of the foregoing Secretary's Certificate and who, having been duly sworn, stated that the facts and matters therein set forth are true and correct.

WITNESS my hand and Notarial Seal, this 10 day of October 2022.

My commission expires: 8/13/2024



Name: Cynthia J. Dolson
Residing in Monroe County, Indiana



February 19, 2009

To: Arbor Ridge Homeowners

From: HOA Board of Directors

The attached ARBOR RIDGE MAINTENANCE RESPONSIBILITIES document (two pages dated Feb. 12, 2009) **totally replaces the Arbor Ridge HOA – Responsible Maintenance Items document (dated 3/21/08)**, which was provided to you with the HOA transition documents in late March of 2008.

The Board revised the original document as it was too general and did not cover many elements of maintenance. Please review this new maintenance document thoroughly. There are a number of additions, and some changes of responsibility. There is no intent to hide or mislead homeowners about information contained in this document. We may have unintentionally missed an area that should have been included, or assigned an incorrect responsible party. If so, upon notice of a missed item or questionable maintenance responsibility, we will give it consideration and take the appropriate action.

Please contact any Board member or the Property Manager if you need assistance to understand, or additional information on, an item.

The following DISCLAIMER STATEMENTS are a part of the new ARBOR RIDGE MAINTENANCE RESPONSIBILITIES document.

DISCLAIMER STATEMENTS

It is the intention of the Board of Directors that the HOA responsible maintenance items were all installed by the developer, and are only covered for **"fair wear and tear"** failures. Coverage is NOT provided for natural events or accidental events caused by other parties. Accidental events caused by the HOA will be covered.

All items installed by the developer are not covered. Items **not marked HOA**, which were installed by the developer, **are not covered**.

It is the intent of the Board of Directors that the HOA is NOT responsible for items installed by the homeowner, or for needed maintenance on HOA items caused by homeowner negligence, or by a homeowner installed item.

Fireplace on the maintenance responsibilities document refers to **vent-less, natural gas or electric fireplaces**. The Board has decided that fireplaces or stoves that burn fuels other than those previously mentioned, and/or that require outdoor venting, are not allowed in the Arbor Ridge community. This decision was taken primarily for safety reasons; however the storage problems associated with other fuels was a contributor.

The Board has decided to include interior drywall damage caused by a HOA liable roof leak as a HOA responsibility. **The HOA takes no responsibility for water damage to any other items**. Also, as stated previously the Board expects that homeowners away for extended periods of time will make arrangements for their home to be monitored to minimize damage due to water leaks or other causes. **The HOA will not be responsible for damages if homeowners do not arrange for monitoring.** **This paragraph was added 3/12/09**

For the Board of Directors, Gib Apple

ARBOR RIDGE MAINTENANCE RESPONSIBILITIES

Adopted by the Arbor Ridge Board of Directors Feb. 12, 2009

Listed below by Responsible Party and Maintenance Element

Owner - A/C compressor & total air conditioning system

Owner - Appliances & Equipment

Owner - Attic areas, interior

Owner - Bathroom fixtures

Owner - Beams, structural & decorative

Owner - Cabinets, all, kitchen, bath, garage

Owner - Crawlspace maintenance & vents

Owner - Decks, incl. wood preservation, repair, refinishing, replacement

Owner - Doors interior, exterior & crawl space, incl. bells, locks, hardware, painting ****

HOA - Door Frames, painting and repair ****

HOA - Downspout buried drain line

Owner - Draperies, shades and hardware

HOA - Driveway, concrete, incl. surface

Owner - Driveway homeowner resurface application

Owner - Ductwork, A/C, heating and returns

Owner - Fans, ceiling, bath and Kitchen exhaust

Owner - Faucets interior & exterior

Owner - Fireplace, owner installed**

Owner - Floor, wood and/or concrete slab

Owner - Floor interior coverings & treatments

HOA - Foundations, blocks, poured walls & footers

Owner - Furnace Unit

Owner - Garage Door incl. handles, locks, tracks, seals, electrical controls & remote controls

Owner - Gas Logs incl. piping and vents

Owner - Gas supply pipes to appliances incl. valves & connections

Owner - Ground beneath slab & basement floors and crawlspace

HOA - Gutters incl. downspouts, supports, hangers, splash pans & cleaning

Owner - Insulation (attic, ceiling, walls, floor)

Owner - Insurance claim deductible

Owner - Joists & Trusses, ceiling and floor, structural components

Owner - Landscaping causing negative drainage issues

HOA - Landscaping Common Area, builder installed

Owner - Landscaping owner installed

Owner - Landscape lawn watering sufficient to maintain life & growth

Owner - Lighting interior & exterior, bulbs & fixtures

HOA - Mulch Common Area, builder installed

Owner - Mulch, owner installed planting beds

Owner - Outlets interior & exterior, electrical, phone, internet, data, TV

Continued on other side

Listed below by Responsible Party and Maintenance Element

- HOA** - Painting all exterior, except doors *** - ****
Owner - Painting all interior
Owner - Painting exterior doors, see color requirements
Owner - Patio maintenance incl. slab & cleaning
HOA - Power Washing, vinyl siding, guttering & soffits
Owner - Privacy and separation fences
- Owner - Rafters, attic & roof structure (trusses)
HOA - Retaining Walls
HOA - Roof decking, underlayment, shingles, vents & builder Installed skylights
- Owner - Sewer Lateral, within common ground area, to sewer main
HOA - Sheathing (OSB, plywood)
HOA - Sidewalks, steps and stoops (concrete) to front door
HOA - Siding, faux stone
HOA - Siding, vinyl
Owner - Sill plates, exterior, doors & windows
HOA - Soffit, aluminum, vinyl, wood
Owner - Skylights, owner installed
Owner - Slab concrete floor, basement, garage and patio
HOA - Snow removal (exceeding 2") from walks, stoops, & driveways. Ice treatment when necessary
Owner - Snow & Ice Removal patios & decks
Owner - Stairs Attic access, owner installed
Owner - Stairways & Steps, all interior and exterior to decks
Owner - Storm Doors incl. hardware and glass
Owner - Studs interior & exterior
Owner - Sub floor
- Owner - Termite & Pest control, treatment or damage
Owner - Thermostat and/or humidity controls in air handling system
- HOA** - Utility Lines exterior (water, gas, electric) in common area to condo foundation
Owner - Utility Lines interior (water, gas, electric) under floors and in basement
- Owner - Vents incl. dryer, water heater, furnace, microwave & bath exhaust
HOA - Vents incl. attic, roof ridge & gable
- Owner - Wall surfaces & treatment, all interior
HOA - Water Damage, interior, resulting from roof failure, limited to drywall ceilings and/or walls, repair and painting***
Owner - Water Damage, all interior incl. frozen pipes, except for the HOA water damage line item above**
Owner - Water Heater incl. functionality
Owner - Weather Stripping (doors & windows)
Owner - Windows interior & exterior incl. treatments, frames, screens, & glass
Owner - Wiring, TV hookup, internet connections & data lines
Owner - Wiring electrical to outlets, appliances, switches, fixtures, incl. service panel & surge prot. devices

** See Disclaimers

* Added 3/12/09

** Revised 3/12/09

*** Revised 11/12/09

**** Revised 6/16/15

GUIDELINES for Additions or Modifications to the exterior of Arbor Ridge Homes, and to the adjoining Common Area around each home.

The intent of the following guidelines is for exterior additions or changes to appear as though built as part of the home initially. This will ensure that our neighborhood will have a consistent appearance and that home values will not be adversely affected by unsightly additions or modifications. These GUIDELINES are in accordance with the Covenants and are provided to homeowners for understanding of decisions previously made by the Board of Directors, HOA Advisory Board, or the previous director. Should a conflict between documents occur, the Covenants will be the controlling document.

All additions or modifications must be approved in writing by the HOA Board of Directors before any work is started. Homeowners must submit a written request with sufficient support documents (drawings, sketches, bill of material, etc) to the BOD for their review and approval. Unless specifically noted, items listed here are not exempt from this approval procedure.

Sun Rooms -----The overall outside dimension (footprint) for added sun rooms must be ten feet by fourteen feet (10' x 14'), the same size as for existing patios or decks, and must be placed in the same space as existing patios or decks.

The roof pitch must be 9/12, which will match the pitch on all homes built with sun rooms and/or that have gabled roofs on the rear. Also, the roof overhang, shingles and guttering must be identical to that used for initial home construction.

If the room has a door to the outside it must be a 15 pane, 32" or 36" metal door, identical to the rear door on the home as built.

Homes with stone veneer on the rear (#43 thru #50) must have stone veneer on the fourteen-foot (14') side, on the area below the windows, and the area between the windows, if any. Stone veneer between the windows must be at the same height as existing stone veneer between the windows of the house. The area above the stone veneer between the windows and the area above the windows must be covered with vinyl siding identical to existing siding. The ten-foot (10') sides must have vinyl siding, identical to existing siding, on the areas below, between and/or above the windows.

Homes without stone veneer on the rear must have vinyl siding that is identical to existing siding on all sides, below, between and above the windows.

The number and type of windows are at the owner's discretion, with overall appearance approval by the Board of Directors.

Screen Rooms ---- The footprint, location and roof requirements for screen rooms is the same as stated previously for Sun Rooms.

For durability, maintenance and appearance the exposed wood must be cedar, redwood or treated lumber clad with white vinyl or white aluminum.

If the screen room has knee walls, they must be covered as described for the area below Sun Room windows.

If the screen room has an outside door, it must match the room in construction and appearance.

The gabled end, if not covered totally with screen, must be covered as specified for Sun Rooms.

Added Room ----- Only one (1) added room (sunroom or screen room) will be approved.

Second Patios ---- A second patio may be added for those homes where the initial patio was covered by a sun or screen room. This patio is intended to be used primarily for outdoor grilling and sized accordingly. The specific size and positioning of second patios will be addressed on an individual basis as requested by homeowners interested in this feature.

Storm Doors ----- Storm doors may be added at the front or rear at the homeowners' discretion **without further approval, provided all of the following conditions are met.**

All doors must be white in color and have brass hardware.

The following doors are approved for the FRONT or REAR location; "Fullview Brass" by Larson, or "Montgomery" by Pella. Doors with one-piece glass are not approved.

The following doors are approved for the REAR ONLY: Midview Brass, Savannah, Colonial, or Richmond by Larson; and the Hartford, Helena or Cheyenne by Pella.

Backyard Trees --For approval to plant trees, the homeowner must submit a plan for review and approval by the Board of Directors; the same procedure as required for all other exterior modifications.

Privacy Fencing -- Privacy fencing may be installed around rear patios or ground level decks. One side of the patio or deck must be left open to facilitate exit from the home in an emergency situation.

The vinyl fencing approved for this application is "Brookhaven style, from the EverNew Selects family of vinyl fencing, by CertainTeed". This fencing is available locally. The Board of Directors will consider another brand/style if it is essentially identical to the above. The fence can be installed at a height of five feet (5') or six feet (6'), at the homeowners' discretion.

Also, the fencing may be installed on the patio or adjacent to the patio or deck (recommended) at the homeowners' discretion. If the fencing is installed adjacent to the patio or deck, a mulch bed (approx. 12" wide) must be installed under the fencing so that added work to mow and trim grass is not required.

Rear Awnings -----A retractable awning may be installed at the rear of your condo over the patio or deck. The awning must be installed on the rear house wall, under the roof overhang. Awning installation on the roof will not be approved.

Non-retractable awnings, or retractable awnings permanently installed in an open configuration, will not be approved. It is intended that awnings will be rolled in and out on a daily basis.

A color that is complimentary to, or matches the vinyl siding, is required. The specific color will be approved by the Board of Directors as individual requests are considered.

Front Doors ----- Painting of the front door is the homeowners' responsibility. Any Benjamin Moore Aura exterior paint in the Affinity colors series (sixty color choices) **can be used without further approval.** Deviations will not be approved.

We realize the above stated Guidelines do not address every possible situation or may not be workable in all cases. The Board of Directors will consider reasonable deviations, additions or deletions to the above. Homeowners requesting a deviation, addition or deletion, need to provide very specific written information in support of their request.

The foregoing GUIDELINES were first written and approved by the HOA Advisory Board on January 5, 2006. On 1/18/06 Sunroom and Screen room requirements were revised and a Backyard Tree approval procedure added. On 1/21/06 the Added Room, Storm Door, and Second Patio statements were added. On 5/06/06 the Privacy Fencing and Rear Awning statement were added. Front Door statement was added 12/13/07. Front door color choices revised and expanded 7/9/09.

Adopted by the Arbor Ridge Board of Directors on 3/21/08

GUIDELINES for Additions or Modifications to the exterior of Arbor Ridge Homes, and to the adjoining Common Area around each home.

The intent of the following guidelines is for exterior additions or changes to appear as though built as part of the home initially. This will ensure that our neighborhood will have a consistent appearance and that home values will not be adversely affected by unsightly additions or modifications. These GUIDELINES are in accordance with the Covenants and are provided to homeowners for understanding of decisions previously made by the Board of Directors, HOA Advisory Board, or the previous director. Should a conflict between documents occur, the Covenants will be the controlling document.

All additions or modifications must be approved in writing by the HOA Board of Directors before any work is started. Homeowners must submit a written request with sufficient support documents (drawings, sketches, bill of material, etc) to the BOD for their review and approval. Unless specifically noted, items listed here are not exempt from this approval procedure.

Sun Rooms -----The overall outside dimension (footprint) for added sun rooms must be ten feet by fourteen feet (10' x 14'), the same size as for existing patios or decks, and must be placed in the same space as existing patios or decks.

The roof pitch must be 9/12, which will match the pitch on all homes built with sun rooms and/or that have gabled roofs on the rear. Also, the roof overhang, shingles and guttering must be identical to that used for initial home construction.

If the room has a door to the outside it must be a 15 pane, 32" or 36" metal door, identical to the rear door on the home as built.

Homes with stone veneer on the rear (#43 thru #50) must have stone veneer on the fourteen-foot (14') side, on the area below the windows, and the area between the windows, if any. Stone veneer between the windows must be at the same height as existing stone veneer between the windows of the house. The area above the stone veneer between the windows and the area above the windows must be covered with vinyl siding identical to existing siding. The ten-foot (10') sides must have vinyl siding, identical to existing siding, on the areas below, between and/or above the windows.

Homes without stone veneer on the rear must have vinyl siding that is identical to existing siding on all sides, below, between and above the windows.

The number and type of windows are at the owner's discretion, with overall appearance approval by the Board of Directors.

Screen Rooms ---- The footprint, location and roof requirements for screen rooms is the same as stated previously for Sun Rooms.

For durability, maintenance and appearance the exposed wood must be cedar, redwood or treated lumber clad with white vinyl or white aluminum.

If the screen room has knee walls, they must be covered as described for the area below Sun Room windows.

If the screen room has an outside door, it must match the room in construction and appearance.

The gabled end, if not covered totally with screen, must be covered as specified for Sun Rooms.

Added Room ----- Only one (1) added room (sunroom or screen room) will be approved.

Second Patios ---- A second patio may be added for those homes where the initial patio was covered by a sun or screen room. This patio is intended to be used primarily for outdoor grilling and sized accordingly. The specific size and positioning of second patios will be addressed on an individual basis as requested by homeowners interested in this feature.

Storm Doors ----- Storm doors may be added at the front or rear at the homeowners' discretion **without further approval, provided all of the following conditions are met.**

All doors must be white in color and have brass hardware.

The following doors are approved for the FRONT or REAR location; "Fullview Brass" by Larson, or "Montgomery" by Pella. Doors with one-piece glass are not approved.

The following doors are approved for the REAR ONLY: Midview Brass, Savannah, Colonial, or Richmond by Larson; and the Hartford, Helena or Cheyenne by Pella.

Backyard Trees --For approval to plant trees, the homeowner must submit a plan for review and approval by the Board of Directors; the same procedure as required for all other exterior modifications.

Privacy Fencing -- Privacy fencing may be installed around rear patios or ground level decks. One side of the patio or deck must be left open to facilitate exit from the home in an emergency situation.

The vinyl fencing approved for this application is "Brookhaven style, from the EverNew Selects family of vinyl fencing, by CertainTeed". This fencing is available locally. The Board of Directors will consider another brand/style if it is essentially identical to the above. The fence can be installed at a height of five feet (5') or six feet (6'), at the homeowners' discretion.

Also, the fencing may be installed on the patio or adjacent to the patio or deck (recommended) at the homeowners' discretion. If the fencing is installed adjacent to the patio or deck, a mulch bed (approx. 12" wide) must be installed under the fencing so that added work to mow and trim grass is not required.

Rear Awnings -----A retractable awning may be installed at the rear of your condo over the patio or deck. The awning must be installed on the rear house wall, under the roof overhang. Awning installation on the roof will not be approved.

Non-retractable awnings, or retractable awnings permanently installed in an open configuration, will not be approved. It is intended that awnings will be rolled in and out on a daily basis.

A color that is complimentary to, or matches the vinyl siding, is required. The specific color will be approved by the Board of Directors as individual requests are considered.

Front Doors ----- Painting of the front door is the homeowners' responsibility. Any Benjamin Moore Aura exterior paint in the Affinity colors series (sixty color choices) **can be used without further approval.** Deviations will not be approved.

We realize the above stated Guidelines do not address every possible situation or may not be workable in all cases. The Board of Directors will consider reasonable deviations, additions or deletions to the above. Homeowners requesting a deviation, addition or deletion, need to provide very specific written information in support of their request.

The foregoing GUIDELINES were first written and approved by the HOA Advisory Board on January 5, 2006. On 1/18/06 Sunroom and Screen room requirements were revised and a Backyard Tree approval procedure added. On 1/21/06 the Added Room, Storm Door, and Second Patio statements were added. On 5/06/06 the Privacy Fencing and Rear Awning statement were added. Front Door statement was added 12/13/07. Front door color choices revised and expanded 7/9/09.

Adopted by the Arbor Ridge Board of Directors on 3/21/08

Arbor Ridge Homeowners Association

Policy for Wood Deck Maintenance

Maintenance of the Decks in Arbor Ridge are the responsibility of the homeowner. In order to preserve the wood and keep the deck from splintering or drying out, the deck should be cleaned and stained every 2 to 3 years at a minimum.

In order to receive the best results of deck preservation, you should inspect your deck frequently, identify problem areas and treat as needed on a timely basis. Some indications that attention is needed are severely weathered wood, algae, mold, mildew and dirt. Several wood cleaners are available locally.

The Board recommends that paired homes, as in Arbor Ridge, use the same care procedures so the shared decks look the same.

The Board recommends Cabot stains (one of the best to use per Consumer Reports) in the colors of Ponderosa, Golden Husk or Taupe. Cabot products are available at Lowe's, Menard's and other local businesses.

The Board also recommends Pittsburg Paints, Ultra Advanced, Solid Color, Deck Stain & Sealer in Autumn Sand color; or Maximum, Solid Color, Deck Stain & Sealer in specially mixed color #0634-A-20121018150336. These solid color stains are almost identical and nearly a perfect match to the vinyl siding color. Pittsburgh products are available at Menards. Maximum products are available at Lowes.

Please remember your deck must be stained. Painting is not approved by the Board.

Adopted by the Arbor Ridge Board of Directors 6-11-2009

Revision #1---addition of Pittsburgh & Maximum solid color stains approved by the Board on November 13, 2012.

Policy for Homeowners Speaking at Board of Directors Meetings

All meetings start promptly at the announced time. The agenda is planned so that meetings can adjourn in 2 hours or less. Meetings are managed using a relaxed version of Roberts Rules of Order.

After roll call of members, and discussion/approval of the previous meetings minutes, the next twenty minutes will be reserved for homeowner comments.

The amount of time allotted for each homeowner is 3 minutes. Extra time may be allowed in some instances. In no event will the total time allowed for homeowner comments be more than 20 minutes.

Speakers will be expected to avoid language of a vulgar, accusatory or threatening nature. Speakers will be cautioned, and then asked to leave the meeting, if they persist with inappropriate language or behavior, or if they refuse to adhere to speaking time limits.

After the homeowner presentation time expires, attending homeowners are welcome to stay until the meeting adjourns. However, homeowners electing to stay will not be allowed to speak or cause disruptive actions of any kind.

The items presented by homeowners will normally **not be discussed** until a future meeting, so as to provide time for the Board to investigate. Providing there is time available, in the 2 hour meeting window after the meeting agenda has been finished, the Board may choose to address one or more items.

Homeowners with specific questions need to realize the comment period at monthly Board meetings is not the most efficient way to get answers. Instead, they should use the phone numbers or email addresses of Board members provided for answers to specific questions.

Also, again providing that time is available in the 2 hour meeting window; the Board may allow homeowners to comment on the items discussed at the current meeting. If allowed, comments will be limited to 1 minute.

Adopted by the Arbor Ridge Board of Directors on March 11, 2010

**ARBOR RIDGE HOMEOWNERS' ASSOCIATION
POLICY FOR SATELLITE DISH INSTALLATION**

1. This policy is provided as further explanation of covenants Article VI, section 6.3, as it relates to TV dishes or other antenna.
2. This policy addresses TV satellite dish reception and installation. Exterior antenna providing on-air television or radio reception or radio transmission are not permitted.
3. Lot owners may install a satellite dish with a maximum diameter of 26 inches as long as it is not visible from the street. If placement of the dish in this manner precludes quality reception, it then must be placed in the location that is most inconspicuous, assuring quality reception. Additionally the location must permit free access to buildings and/or common areas, and be mutually agreeable with the adjoining neighbor. If the lot owner allows the dish to become deteriorated or unsightly, it will be removed or repaired at the lot owner's expense as a separate Special Assessment under the authority of Covenants Article VI, section 6.3. No additional component or element, including exterior antenna of any sort may be attached without consent of the Board of Directors.
4. Lot owners intending to install a dish antenna are required to seek approval from the Board before installation. Approval requests must be presented to the Board of Directors in advance, including equipment specifications as well as the proposed installation date. Approval will not be granted until these conditions are met and agreed upon by the adjoining lot owner and the Board.
5. Installation must be performed by professional installers, knowledgeable in local building and electrical codes. The lot owner is responsible to ensure this procedure is followed and the installation meets the specifications of the manufacturer with regard to the dish being properly secured and grounded.
6. Roof mounting is discouraged. Attachment to the vinyl siding is prohibited. The outside edge of the gable fly rafter should be stable enough to support the installation and is the preferred mounting location for the mast bracket.
7. Any damage to the home exterior as a result of the dish installation will be repaired at the expense of the lot owner.
8. When removal of the dish and hardware becomes necessary, the process of removal, and repair of resulting holes and/or remnants from the installation is the total responsibility of the lot owner. Under no circumstances will the HOA be responsible for returning the home to its original state.

Adopted (as amended) by the Arbor Ridge HOA Board of Directors on March 15, 2016.

**ARBOR RIDGE HOMEOWNERS' ASSOCIATION
POLICY REGARDING ADDITIONAL FEES**

In additional to regular monthly HOA fees, the following fees will be assessed:

Late payment fee - \$20

Regular monthly dues are due on the 1st day of each month. There is a grace period of 20 days for these fees. If payment for the regular monthly fees (or any other amount due) are not received in the HOA property manager's office by the 20th of the month, then a late fee of \$20 will be charged.

Bank Non Sufficient Funds fee - \$15

If a check is received from a homeowner that is not honored due to insufficient funds in the homeowner's bank account, the HOA's bank will charge the HOA account for \$15. The HOA then will bill the homeowners account for this \$15 fee.

Condo Association questionnaire fee - \$25

Some mortgage lenders require the condo association to submit a detailed questionnaire describing the association. If Arbor Ridge HOA is asked to submit such a questionnaire, a fee of \$25 will be charged to the lender (or to the homeowner if the lender will not pay the fee).

After hours call for repair services in non-emergency situations - \$10

Homeowners are asked to call our property manager's office to arrange for needed repairs. The property manager's office is open from 9:00 AM to 4:00 PM Monday through Friday (excluding holidays). If repairs are not of an emergency nature, homeowners are asked to call during the property manager's normal hours. If homeowners call outside of normal office hours, the answering service will charge our HOA \$10. This \$10 fee then will be billed to the homeowner.

If the repairs needed are of an emergency nature, then homeowners may call at any time, and the \$10 fee will not be charged.

The above policy was adopted by the Arbor Ridge HOA Board of Directors on March 16, 2016.

ARBOR RIDGE HOMEOWNERS' ASSOCIATION ADDITIONAL LANDSCAPING INFORMATION

This document expands on the “Landscaping” item listed in the HOA Responsible Maintenance Items document, and provides expanded information on homeowner landscaping privileges as provided for in the Covenants.

Front Planting Beds, Plants and Trees:

These areas and plantings were installed by the developer and purchased by the original owner of the condo. There is a common theme of landscaping for Arbor Ridge that the Board of Directors (BOD) believes should be retained. Therefore, the BOD has decided that the HOA will be responsible for all costs of maintenance associated with these areas, which includes weeding, trimming, mulching and replacement of plants or trees that die of natural causes. The BOD will allow homeowners to suggest their choice of a replacement provided the landscaping theme is maintained. However, the BOD will have final approval of all items planted. The HOA landscape contractor will remove and replace these plants or trees.

Homeowners that want to replace living plants must get BOD approval and must select plants that maintain the landscaping theme. The homeowner will be responsible for the cost of the replacement plants, including labor to remove the old plants and install the new plants. To request BOD approval, the homeowner should contact the HOA's property management firm and obtain the standard form used to request landscape changes, and submit the completed form to the property management firm.

Annual flowering plants can be planted in these beds by the homeowner provided these plants are properly cared for by the homeowner and removed by late fall.

Homeowners are expected to water all plantings in a reasonable manner and on a timely basis. Plantings that die due to lack of watering will be replaced by the HOA; however all associated costs will be billed to the affected homeowner as a Special Assessment.

Homeowner Installed Planting Beds and Plants:

The Covenants allow for homeowners to install their own planting beds and plants on the sides and rear of their home. Homeowners must obtain approval from the BOD prior to starting any work. Homeowners should contact the HOA's property management firm to obtain the standard form they should use to request approval of additions to, or changes in, any of their planting beds. This completed form should be returned to the property management firm.

This form must include a sketch of the proposed planting bed, the proposed location of the bed, and a listing of the various types of plants desired within the location of each marked area on the sketch, and the type of mulch to be used. Homeowners may be requested to make changes to their plan by the BOD. The final BOD decision will be provided in writing to the homeowner.

Homeowners have great latitude in choosing their plants. It is not necessary to continue the front planting theme. However the BOD encourages the use of similar plants where it works for the homeowner. Homeowners may use any type or color of mulch. The BOD encourages the use of hardwood bark mulch, which is used in the front planting beds.

Any edging materials (landscape timbers, planter bricks, metal or plastic edging, or any other material used for this purpose) must be approved by the BOD (using the above described procedures) to assure the edging does not interfere with the mowing or trimming performed by the landscape contractor.

All maintenance costs of the rear and side planting beds are the responsibility of the homeowner. Homeowners are required to maintain these areas by trimming, weeding, feeding and watering as appropriate to maintain a healthy, attractive appearance. Planting beds that are neglected and become eyesores will be removed by the HOA landscape contractor and the cost of this work will be billed to the homeowner as a Special Assessment.

Each homeowner may place a reasonable number of decorative items in HOA responsible planting beds. All items must be of an appropriate size for the planting bed where they are located.

Front porches may have a reasonable number of tables, chairs/couches and flowers appropriate for the size of the porch. Driveways should be clear of decorations, other than potted plants or trees on each side of garage doors.

Adopted as Amended by the Arbor Ridge HOA Board of Directors on April 19, 2016.

**ARBOR RIDGE HOMEOWNERS' ASSOCIATION (ARHOA)
POLICY REGARDING PARKING WITHIN THE COMMUNITY**

Section 9.2 (d) of the Covenants of Arbor Ridge Homeowners' Association discusses parking within the Arbor Ridge community. In part, that section states "...Only passenger cars and light, non-commercial trucks may be parked outside of the garage in the driveways adjacent to the Lot and no vehicles of any type shall be parked in the roadways within the community."

After a number of discussions the Board of ARHOA has decided that a blanket prohibition of all parking on the streets of Arbor Ridge would create a problem for many homeowners when they have more guests than can park on their driveways. These situations happen most often during the Holiday Season. Over the years, the Board of ARHOA has occasionally notified homeowners of parking violations and asked that such violations be stopped. Some examples of such violations are overnight parking on the street and parking on both sides of the street which make it impossible for ambulances or fire trucks to gain access.

To clarify Section 9.2 (d) of the Covenants, and address the above problems, the Board has issued this Parking Policy. Effective immediately the following rules apply to parking within the Arbor Ridge community:

1. No vehicles may be parked on the streets overnight. Vehicles may be parked on driveways overnight.
2. No vehicles may be parked directly across the street from other vehicles because this would interfere with access by emergency vehicles.
3. No vehicles may be parked near the mailboxes within the community in a way that restricts access by U.S. Postal Service delivery vehicles.
4. Service vehicles (plumbers, painters, etc.) should be parked on driveways when possible. If parking on driveways is impractical for those vehicles, they may be parked on the street, in a manner that allows access by emergency vehicles, does not interfere in adjacent homeowners exiting their driveways, and does not block mailbox access.
5. No vehicles parked on the street should have any of their wheels on the grass areas.
6. Homeowners should ask their guests to park on their driveways whenever possible. If homeowners have more guests than can park on the driveways, the homeowner should assure that their guests park on the street in a manner to follow the above rules.

The City of Bloomington has a number of "no parking" signs on the streets of Arbor Ridge. Homeowners should be aware that City parking officials have the right to enforce those restrictions, though the City has not enforced these restrictions in the past.

The reason for this parking policy is to assure access by emergency vehicles and to maintain an attractive appearance in our community and thereby enhance property values.

This policy was approved by the Board of ARHOA on August 21, 2017.

**ARBOR RIDGE HOMEOWNERS' ASSOCIATION (ARHOA)
POLICY REGARDING OUTDOOR DECORATIONS
AND MODIFICATIONS TO EXTERIOR APPEARANCE**

Section 11.1 (b) (iii) of the Covenants of Arbor Ridge Homeowners' Association discusses modifications to the exterior appearance of Arbor Ridge condos, and specifies that any changes require permission of ARHOA. The Board of ARHOA has decided that it would be useful to provide guidance concerning outdoor decorations and modifications to exterior appearance of Arbor Ridge condos. This policy provides guidance on which decorations are permitted and which modifications require advance approval by the Board of ARHOA.

Any new fixtures affixed to a condo building or other permanent exterior changes require advance written approval by the Board of ARHOA. Examples of such changes are new outdoor lighting fixtures, hand rails, or changes in sidewalks.

Temporary seasonal yard decorations (such as Christmas, Thanksgiving, Halloween) are permitted if they meet the following guidelines:

1. Height may not exceed 4 feet and width 2 feet for each decoration.
2. All decorations are limited to the porch and planting bed areas.
3. No balloon type decorations are permitted.
4. Decorations should be in good taste.

If a homeowner has questions about the guidelines, she or he may contact our property management firm or a member of the Board of ARHOA.

No signs or window displays are permitted except the following:

* For Sale signs not larger than 6 square feet

* Name plates or signs not larger than 9 inches square

No flags may be displayed other than the American flag. American flags should be displayed on mounts attached to the wall near the garage door. (No ARHOA approval is required to install such mounts.)

Any changes requiring ARHOA approval should be requested in writing using the Request for Approval form located on ARHOA's web site. This form may be printed from the web site, or it may be obtained from our property management firm's office.

The purpose of this policy is to help assure the continued attractive appearance of the Arbor Ridge neighborhood which is important to maintain the property values of Arbor Ridge condos.

This policy was approved by the Board of ARHOA on October 16, 2017.

ARBOR RIDGE HOMEOWNERS' ASSOCIATION (ARHOA)
PRINCIPLES REGARDING BOARD OF DIRECTORS' ACTIVITIES
ADOPTED January 15 , 2018

The following principles will be followed regarding all activities of the Board of Directors:

1. All actions of the Board will be in accordance with the covenants and policies of ARHOA. This means that all directors should be familiar with HOA covenants and policies.
2. All homeowners of Arbor Ridge will receive the same level of services and always be treated equally.
3. All directors should be proactive to maintain the appearance of our neighborhood and values of Arbor Ridge condos.
4. Whenever directors are requesting services for their personal condo, or requesting Board approval for changes in the exterior appearance of their condo, those directors will follow the same procedures which all condo owners are expected to follow.
5. Whenever a matter involving a director's personal condo is before the Board for approval, that director will be considered to have a conflict of interest, and will be excused from discussions on that particular matter, and will not be allowed to vote on that matter.
6. The Board will take action to assure transparency to all Arbor Ridge homeowners of all financial matters concerning ARHOA. Such transparency includes providing detailed financial information to all homeowners, and answering any homeowner questions regarding financial or operational matters.
7. If the Board determines that action needs to be taken to correct any homeowner violations of the covenants or policies, such action shall be kept confidential to avoid embarrassment to the homeowner involved.
8. Sound business practices will be followed at all times. This includes maintaining accurate detailed financial records, accurate minutes of all Board and annual homeowners' meetings (prepared promptly after those meetings).
9. If a director or immediate family member of a director has an ownership interest in a business providing services to ARHOA, that director must disclose this ownership matter to the Board, and such disclosure should be recorded in the minutes of the Board meeting when such disclosure is made. Unless there is a clearly beneficial reason for ARHOA using a company owned by a director (or a family member), doing business with a director (or family member) owned company should be avoided.
10. Proper division of accounting duties should be followed so that the chance of improper financial transactions is reduced to an absolute minimum.

ARBOR RIDGE HOMEOWNERS' ASSOCIATION
POLICY REGARDING APPROVAL OF BIDS
July 27, 2020

Recently our HOA's property management company recommended we clarify the authority of the president of our HOA to approve bids for materials and services. Accordingly the Board has adopted the following policy.

Bids for services and materials costing over \$1,000:

The president will ask our HOA's property management company to obtain bids for all materials and services expected to cost more than \$1,000, from companies or contractors which the manager has verified have the needed insurance and other appropriate qualifications. The president, or another Board member appointed by the Board, will consider these bids and talk with the contractor if needed. Then the president will submit such bids to all the directors for their review and approval. If a majority of the directors so approve, the president will request the property management firm to instruct the company (or contractor) to proceed with the work.

Bids for services and materials costing \$1,000 or less:

For materials or services needed by the HOA which are expected to cost \$1,000 or less, normally only one bid will be sought from contractors normally used by our HOA, as recommended by the property management firm. The property management firm normally initiates such bids based on requests for maintenance or repairs reported by HOA homeowners. These bids are to be submitted to the president of the HOA by the property management firm for approval. The president will check with the property manager about any questions regarding the needed work, and then approve or modify the work to be done and the related price for the work. If the needed repairs are of an emergency nature, the property manager may approve such work up to an amount of \$1,000. If the amount exceeds \$1,000, then a majority of the Board must approve the expenditure in advance. Full Board approval will not be required for bids of \$1,000 or less.

The Board of Directors approved this policy on July 27, 2020.

ARBOR RIDGE HOMEOWNERS' ASSOCIATION
POLICY FOR SNOW AND ICE REMOVAL
March 25, 2021

The streets in Arbor Ridge have snow removal services by the City of Bloomington.

Arbor Ridge Homeowners' Association (ARHOA) will clear snow and ice from public and individual condo sidewalks, mailbox pads and driveways according to the following specifications. Snow and ice removal services are provided by ARHOA's lawn care services contractor. The ARHOA Board of Directors (BOD) appoints one of its members to serve as the "Snow liaison representative" with the contractor to make specific decisions on snow and ice removal services based upon weather conditions. The primary goal of snow and ice removal services is to help assure the safety of Arbor Ridge residents and visitors. The BOD recognizes that residents' safety also depends on the residents and visitors using good judgment in slippery winter weather conditions. The BOD strongly encourages all residents and visitors to exercise great care in walking on sidewalks and driveways during snow and ice conditions since it is not possible to completely remove all snow and ice.

When snow fall is 2 inches or more, snow will be removed from sidewalks, mailbox pads and driveways. Depending on expected temperatures, snow also may be removed for snowfalls less than two inches if temperatures are expected to remain well below freezing for an extended period. When snow and ice conditions appear to be especially slippery, the contractor also will apply ice melt to sidewalks, mailbox pads and driveways.

The timing of snow and ice removal services will depend on the expected time period of snowfall. Generally, snow removal will take place when the snowfall is expected to end. In very heavy snowfalls, more than one snow removal will be performed when needed.

When a resident parks their vehicle on their driveway when it snows, it may not be possible for our HOA's snow removal contractor to remove the snow from their driveway if the vehicle is parked in such a way as to interfere with the contractor's snow removal truck. The contractor will not take a chance on his truck sliding into a parked vehicle and causing damage to the parked vehicle. Such a situation is more likely to happen during very deep snowfalls, but it also could happen during lighter snowfalls if conditions are especially slippery. To help assure that the contractor can remove snow from your driveway, our HOA strongly recommends that you park your vehicle in your garage when it is expected to snow. Also if you choose to park your vehicle on your driveway during a snow event, the contractor will not clear the snow away from your vehicle's tires or the snow on your vehicle, to avoid any chance of damaging your vehicle.

If residents have questions about snow and ice removal, they are requested to call ARHOA's property management firm, Hallmark Property Management, at 812/334-8819.

Arbor Ridge HOA Conservancy Tree Procedure

Several Arbor Ridge units border the conservancy. The board consults with an arborist annually to assess the risk of trees in the conservancy falling near Arbor Ridge units. In the event that this happens, the affected homeowner should follow this procedure:

- The affected homeowner should notify a board member that a tree from the conservancy has fallen on their condo.
- After the board has been notified, a board member will submit an emergency work order to remove the tree promptly.
- The board member will take pictures of the tree and the unit before and after the tree is removed.
- Once the work order is approved, the property manager will contact Blue Stone (or other arborist if Blue Stone is not available) to arrange for removal of the tree.
- The board will determine whether to submit insurance claim, depending on the amount of damage to the affected condo.

Arbor Ridge Homeowners Association Policy for Deck Maintenance
Revised August 2023

Maintenance of the Decks in Arbor Ridge are the responsibility of the homeowner. Decks should be cleaned, and wood decks should be stained, every 2 to 3 years at a minimum.

In order to receive the best results of deck preservation, you should inspect your deck frequently, identify problem areas and treat as needed on a timely basis. Some indications that attention is needed are severely weathered wood, algae, mold, mildew and dirt. Several wood and composite deck cleaners are available locally.

The Board recommends that paired homes, as in Arbor Ridge, use the same care procedures so the shared decks look the same.

Composite or wood decks should be in neutral colors similar to other decks in the neighborhood.

Adopted by the Arbor Ridge Board of Directors 6-11-2009

Revision #1---addition of Pittsburgh & Maximum solid color stains approved by the Board on November 13, 2012.

Revision #2--remove references to wood in order to allow composite deck material and remove specific paint and stain colors approved by the Board on August 15, 2023.