

State of Indiana  
Office of the Secretary of State

CERTIFICATE OF AMENDED AND RESTATED ARTICLES OF  
INCORPORATION

of

RENWICK NEIGHBORHOOD ASSOCIATION, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Amended and Restated Articles 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 Tuesday, October 11, 2005.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 11, 2005.

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

TODD ROKITA,  
SECRETARY OF STATE

APPROVED  
AND  
FILED

*Odd Roberts*

IND. SECRETARY OF STATE

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION

for

RENWICK NEIGHBORHOOD ASSOCIATION, INC.,

an Indiana Non-Profit Corporation

The undersigned incorporator of Renwick Neighborhood Association, Inc., an Indiana non-profit corporation, desiring to give notice of its amendment and restatement of its Articles of Incorporation, executes the following Amended and Restated Articles of Incorporation for Renwick Neighborhood Association, Inc.

ARTICLE I  
NAME

The name of the corporation is the RENWICK NEIGHBORHOOD ASSOCIATION, INC., hereinafter referred to as the "Association." The street address of the Association is 1128 South College Mall Road, Bloomington, Indiana 47401.

ARTICLE II  
REGISTERED AGENT

The initial Registered Agent of the Association is April R. Schilling. The street address of the Registered Agent is c/o Locke Reynolds LLP, 201 North Illinois Street, Suite 1000, P.O. Box 44961, Indianapolis, Indiana 46244-0961.

ARTICLE III  
PURPOSES

The Association is a mutual benefit corporation. The Association does not contemplate pecuniary gain or profit to its members. The Association's specific purposes are to provide for the maintenance and preservation of the property to be known as Renwick (the "Property") in accordance with the Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Renwick, recorded or to be recorded in the public records of Monroe County, Indiana (the "Declaration") for the mutual advantage and benefit of the members of the Association, who shall be owners of real property within the Property. To promote the health, safety and welfare of the owners, the Association shall have and exercise the following authority, powers and duties:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, which is hereby incorporated by reference, as it may be amended from time to time.

(b) To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(c) To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with governmental requirements and applicable rules; to assist in the enforcement of the restrictions and covenants contained therein; and to levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system, including but not limited to work within retention areas, drainage structures and drainage easements.

(d) To borrow money and to mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.

(e) To participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.

(f) To have all other authority, powers and duties of a nonprofit corporation within the State of Indiana which are not inconsistent with the Declaration.

#### ARTICLE IV MEMBERSHIP

Every person or entity who is a record owner of a separately conveyable parcel of real property ("Parcel") within the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Parcel.

#### ARTICLE V VOTING RIGHTS

Voting rights are assigned in accordance with the provisions of the Declaration. However, until the occurrence of certain events as described of the Declaration, the developer of the Property shall have the right to elect a majority of the members of the Board

#### ARTICLE VI BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, who do not need to be members of the Association. The Board of Directors shall be selected as provided in the Declaration and Bylaws.

ARTICLE VII  
TERM OF EXISTENCE

This corporation shall commence existence with the filing of these Articles of Incorporation with the Indiana Secretary of State. The corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Indiana.

ARTICLE VIII  
DISSOLUTION

The Association may be dissolved as provided in the Declaration.

ARTICLE IX  
OFFICERS

Subject to the direction of the Board, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board in accordance with the Bylaws.

ARTICLE X  
BYLAWS

The Bylaws of this Association shall be adopted by the first Board and recorded in the office of the Recorder of Monroe County, Indiana. The Bylaws may be altered, amended, modified or repealed by (a) two-thirds of the Directors, or (b) assent in writing of members representing a majority of the voting interests. Any such modification shall be effective upon recording in the office of the Recorder of Monroe County.

ARTICLE XI  
AMENDMENTS

This Association reserves the right to amend or repeal any of the provisions contained in these Articles by approval in writing of two-thirds (2/3) of the membership.

ARTICLE XII  
SUPREMACY

These Articles and the Bylaws are subject to the Declaration and in the event of a conflict, the Declaration shall govern. In the event of a conflict between the Articles and Bylaws, the Articles shall govern.

..... for stated purposes.

ARTICLE XV  
INCORPORATOR

The incorporator of the corporation is April R. Schilling, whose address is 201 North Illinois Street, Suite 1000, P.O. Box 44961, Indianapolis, Indiana 46244-0961.

The foregoing Amended and Restated Articles of Incorporation were approved by the incorporator on October 6, 2005, and approval of members was not required.

IN WITNESS WHEREOF, the incorporator has caused these Amended and Restated Articles of Incorporation to be executed this 6th day of October, 2005, and verifies, subject to the penalties of perjury, that the facts contained herein are true.

  
April R. Schilling, Incorporator

This instrument prepared April R. Schilling, Attorney At Law, LOCKE REYNOLDS LLP, 201 North Illinois Street, Suite 1000, P.O. Box 44961, Indianapolis, IN 46244-0961, 317-237-3800.  
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**BY-LAWS**  
for  
**RENWICK NEIGHBORHOOD ASSOCIATION, INC.,**  
a Indiana Non-Profit Corporation

**ARTICLE I**  
**MEMBERS**

1.1 Membership. The members of the Renwick Neighborhood Association, Inc. (the "Association"), a non-profit corporation organized under Indiana law, shall consist of the owners of separately conveyable real property ("Parcels") in Renwick (the "Property") located in Monroe County, Indiana, as described in the Declaration of Charter, Easements, Covenants and Restrictions of Residential Neighborhood recorded or to be recorded in the office of the Recorder of Monroe County, Indiana (the "Declaration"). The membership of each Owner shall terminate when he ceases to be an Owner of a Parcel. Upon the sale, transfer or other disposition of his ownership interest in a Parcel, membership in the Association shall automatically be transferred to the new Parcel Owner. The Association may issue certificates evidencing membership.

1.2 Shares; Votes. Each member shall have an interest in the funds and assets of the Association and shall be assigned a vote as set out in the Declaration.

**ARTICLE II**  
**MEETINGS OF MEMBERSHIP**

2.1 Rules. The meetings of the membership shall be held in accordance with the provisions of the Declaration and, subject to the Declaration, in accordance with these By-Laws. Except where in conflict with the Declaration, Roberts Rules of Order (as amended) shall govern the conduct of all membership meetings.

2.2 Annual Meeting. The annual meeting of the Association membership shall be held at the offices of the Association or at such other place in the state of Indiana as shall be designated by the Board or the President of the Association. The annual meeting shall be at a place and time determined by the Board, which shall ordinarily be at least 11 months but no later than 13 months since the previous annual meeting.

2.3 Special Meetings. Unless specifically provided otherwise herein or in the Declaration, meetings of the membership shall be held when directed by the President or the Board or when requested in writing by members holding a majority of the votes having the right to vote at such meeting. The call for the meeting shall be issued by the secretary.

2.4 Notice. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association to each member unless waived in writing. Such notices shall be mailed or personally delivered to each member not less than ten (10) nor more than thirty (30) days prior to the meeting, except in an emergency, in which case the Board shall give such notice as is reasonable under the circumstances.

In addition, except in an emergency, when such notice requirement shall be waived, written notice shall be posted at a conspicuous place on the Property not less than forty-eight (48) hours prior to any special meeting and not less than fourteen (14) days prior to the annual meeting.

2.5 Waiver. Any Owner may waive notice of a meeting or consent to the holding of a meeting without notice or consent to action taken without a meeting, by execution of a waiver or consent in writing. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Association action to which the waiver or consent relates.

2.6 Quorum. Voting at an Association meeting requires presence of Members (in person, by proxy or, to the extent allowed by Indiana law, by telephone conference) representing the percentage of votes established by the Board as necessary to transact business. The Board may revise this percentage from time to time, but in no event shall the required percentage be less than 25% or more than 50% of the membership.

2.7 Proxies. Proxies shall be in writing and are revocable at any time at the pleasure of the member executing it. A proxy shall be valid only for the particular meeting designated and any lawfully adjourned meetings thereof (but in no event shall a proxy be valid for more than 90 days after the date of the first meeting for which it was given). All proxies must be filed with the Secretary before the appointed time of the meeting.

2.8 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of Directors) by written ballot. Ballots shall be mailed or hand delivered to all Members. The Board shall establish for each vote the amount of time to be permitted for voting, which shall be no less than 10 days nor more than 60 days, and all ballots returned within the permitted time shall be counted. The Board may also establish a minimum number of ballots which must be returned in order for the vote to be valid, within the limits required for a quorum.

### ARTICLE III BOARD OF DIRECTORS

3.1 Initial Composition. The Board shall initially consist of at least three persons who shall be originally appointed by the Developer.

3.2 Election by Owners, Developer. Owners other than the Developer shall be entitled to elect one Board member beginning sixty days after 75% of the residences indicated by or permitted under the Master Plan have been completed and conveyed to Owners other than the Developer or the builder, and may elect a majority of the Board of the Association as provided in the Declaration.

3.3 First Election. Within sixty (60) days after the Owners other than the Developer become entitled to elect a member of the Board, the Association shall call a meeting of the Owners to elect a member or members of the Board. Notice shall be given not less than thirty (30) days nor more than forty (40) days before the meeting. The meeting may be called and notice given by any Owner if the Association fails to do so. At the meeting, such Owners shall elect the director or directors which they are then entitled to elect, who shall replace those named by the

Developer and who shall serve until the next regularly scheduled annual meeting of the Association, when their successors shall be elected as provided in the Bylaws.

3.4 Number of Directors. The Board shall consist of at least three directors, plus the immediate past president, if not already a director and otherwise available to serve. The number of directors shall be determined from time to time by the Board. When the immediate past president serves as an additional director, he or she shall not vote when an even number of directors is present.

3.5 Term. Directors shall hold office for a term of two years, except the immediate past president, who shall serve for one year. A director may be elected to a one-year term to permit staggered terms. Directors may be elected for successive terms.

3.6 Qualifications. Directors are not required to be Members.

3.7 Voting Procedure. Each Member shall have one vote for each seat to be filled. No cumulative voting shall be permitted. The candidates receiving the highest number of votes shall be declared elected.

3.8 Removal. Except for directors selected by the Developer, any director may be removed from office, with or without cause, by at least a majority vote of all Members, at any duly called meeting of Members. A special Association meeting to remove a director or directors from office may be called by Members representing 10% of the membership giving notice of the meeting unless a lower percentage is permitted by law. The notice shall state the purpose of the meeting and shall be given to all Members in writing at least one week prior to the Association meeting.

3.9 Vacancy. Any vacancy occurring in the Board may be filled by a majority vote of the remaining Board members, except that a vacancy resulting from removal of a director by the members shall be filled by a vote of the membership. Members shall also vote to fill a vacancy if there are not sufficient remaining Board members to constitute a quorum.

3.10 Meetings. An annual meeting of the Board shall be held immediately following the annual meeting of the membership and at the same place. Special meetings of the Board shall be held upon call by the President or a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, unless the Board determines an emergency to exist, in which event the Board shall give such notice as is reasonable under the circumstances. All meetings of the Board at which official action may take place shall be open to all members and, except in an emergency as provided above, notices of all such meetings shall be posted in a conspicuous place on the Property at least 48 hours prior to the meeting. However, members shall not be entitled to vote or participate in any other way at the meeting.

3.11 Waiver. Any director may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Board action to which the waiver or consent relates.

3.12 Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if permitted by law, by proxy or by any other permissible



means. Any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board.

3.13 Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Owners but may be reimbursed for expenses.

3.14 Powers and Duties. The Board shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and the Property and formulate policies for such purposes;
- (c) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and to amend such rules and regulations from time to time;
- (d) To provide for the maintenance, repair and replacement of those parts of the Property stated in the Declaration to be maintained by the Association;
- (e) To provide for the designation, hiring and removal of employees and other personnel or service companies, including a property manager, to engage or contract for the services of others, to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the employees or agents of the Association;
- (f) To estimate the amount of the annual budget, to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses as hereinafter provided and to assess any supplemental assessment as the Board shall deem necessary;
- (g) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Owners as expressed in a resolution duly adopted at any annual or special meeting of the Owners; and
- (h) To exercise all other powers and duties of the Board provided for in the Declaration and the Articles.

#### ARTICLE IV OFFICERS

4.1 Election. Subject to the provisions of the Declaration and Articles, at each annual meeting of the Board, the Board shall elect the following officers of the Association:

- (a) A President, who shall be a director, shall preside over the meetings of the Board and of the Association and shall be the chief executive officer of the Association. In the recess of the Board, the President shall have general control and management of the business and affairs of the Association;
- (b) One or more Vice Presidents, who shall also be directors and who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President;
- (c) A Secretary, who shall keep the minutes of all meetings of the Board and of the membership and who shall perform all the duties generally incident to the office of Secretary;
- (d) A Treasurer, who shall cause to be kept the financial records and books of account of the Association; and
- (e) Such additional officers as the Board shall see fit to elect. An individual may hold more than one position.

4.2 Powers. The officers shall have the general powers usually vested in such officers of a not-for-profit corporation, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may deem necessary.

4.3 Term. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

4.4 Vacancy. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board.

4.5 Compensation. Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Owners, but may be reimbursed for expenses.

## ARTICLE V RECORDS

5.1 Accounting. The Board shall maintain accounting records according to generally accepted accounting practices, which records shall be open to inspection by Owners at reasonable times and upon reasonable notice. These accounting records shall include a record of receipts and expenditures and a separate account for each Owner showing the assessments charged to and paid by such Owner. Within ninety (90) days after the end of each year covered by an annual budget, the Board shall cause to be furnished to each Owner a statement for such year showing the receipts and expenditures and such other information as the Board may deem desirable. Upon reasonable notice to the Board, any owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from him.

5.2 Meetings. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

#### ARTICLE VI AMENDMENT

The Bylaws may be altered, amended, modified or repealed by (a) two-thirds of the Directors, or (b) assent in writing of members representing a majority of the voting interests. Any such modification shall be effective upon recording in the public records of Monroe County.

#### ARTICLE VII SUPREMACY

In the event of a conflict among the Bylaws, Articles or Declaration, the Declaration shall control, followed by the Articles and then Bylaws.

These Bylaws were adopted by the Board on October 6, 2005.

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Pat Haley  
Monroe County Recorder IN  
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Filing Fee: \$73.00

## DECLARATION

of  
Charter, Easements,  
Covenants and Restrictions  
for  
the Residential Neighborhood

RAMSEY LAND DEVELOPMENT, INC., an Indiana corporation to be known as the "Founder," makes this Declaration on the 25<sup>th</sup> day of October, year of 2005.

### STATEMENT OF PURPOSE:

- A. The Founder is developing upon real property in Bloomington, in Monroe, Indiana, a development to be known as Renwick. Renwick comprises two parts: the Neighborhood, which is the primarily residential portion; and Village Center, which brings together a mixture of commercial and residential uses. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Renwick design is intended to mix commercial, civic and residential uses in a way that enlivens the community.
- B. This Declaration is intended to provide for the maintenance and operation of the Neighborhood, while Village Center is subject to a separate Declaration.
- C. Renwick is subject to Master Deed Restrictions, recorded immediately prior to this Declaration. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Renwick.
- D. The Founder records this Declaration for the Neighborhood, and establishes an owners' association to enhance community life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the community, and to allow for self-governing of the Neighborhood by its owners.

### DECLARATION:

The Founder, who is the owner of all of the property described on Exhibit "A" (the "Neighborhood"), hereby submits the Neighborhood to this Declaration of Charter, Easements, Covenants and Restrictions. The Founder hereby declares that the property comprising the

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Neighborhood shall be held, sold and conveyed subject to the covenants, restrictions and easements of this Declaration, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood.

**Article I:  
Definitions**

*The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms that apply only to one article are defined the first time they appear.*

1.1 **Articles.** "Articles" are the Amended and Restated Articles of Incorporation of the Association, which are attached as Exhibit C to this Declaration.

1.2 **Assessments.** "Assessments" is the collective term for the following Association charges:

(a) **General Assessment.** The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses, as described in Section 10.3.

(b) **Individual Parcel Assessment.** An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Section 10.5, or for Zone charges.

(c) **Special Assessment.** A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses, in accordance with the provisions of Section 10.4.

1.3 **Association.** "Association" is the Renwick Neighborhood Association, Inc., an Indiana nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Neighborhood and enforcing the Declaration.

1.4 **Board.** "Board" is the Board of Directors of the Association.

1.5 **Building.** "Building" is any residential, mixed-use or commercial building constructed on any Lot. If permitted by the Renwick Design Code, a Building may be attached to another Building and share party walls. The Renwick Design Code may permit the construction of two or more Buildings or two or more Residential Units on a Lot.

1.6 **Bylaws.** "Bylaws" are the Bylaws of the Association. The form of the initial Bylaws, as proposed, is attached as Exhibit D to this Declaration.

1.7 **Commons.** "Commons" comprises real property within the Neighborhood described on Exhibit B, or as designated on a plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, the natural, wooded areas designated as Conservancy Areas on a plat, and any other property of any type specifically designated as Commons. The Commons may include

areas dedicated to the public, to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property.

1.8 Common Roads. "Common Roads" are the streets and alleys located within the Neighborhood that are intended for automobile traffic. The Common Roads are intended to be dedicated to the public. Any Common Roads not dedicated to the public shall be part of the Commons.

1.9 Declaration. "Declaration" is this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Renwick.

1.10 Design Code. The "Design Code" establishes the plan for the development of Renwick through its regulation of land use, architecture and environment. The Renwick Design Code is originally adopted by the Founder as provided in the Master Deed Restrictions and may be amended from time to time. The Renwick Design Code does not need to be recorded to be effective but shall be available from the Renwick Design Review Board.

1.11 Design Review Board. The "Design Review Board" is the panel established to administer the Renwick Design Code, as established by the Master Deed Restrictions and described in Article IV.

1.12 Founder. The "Founder" is Ramsey Land Development, Inc., an Indiana corporation, its successors and assigns.

1.13 Karst Areas. "Karst Areas" comprise real property within the Neighborhood as designated on a plat.

1.14 Lot. A "Lot" is a parcel of land intended for a single residence, or a residence and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat of Renwick, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Renwick.

1.15 Master Deed Restrictions. The Founder, as the grantor of deeds within Renwick, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds granted within Renwick, are intended to ensure the proper application of the Renwick Design Code during the development stage and to impose other restrictions designed to further the development of the community.

1.16 Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to change based on market conditions, governmental requirements and other modifications that may be made as development progresses if approved by the city and the Community Redevelopment Agency.

1.17 Master Plan Area. As further defined in the Master Deed Restrictions, the Master Plan Area comprises approximately 80 acres intended for development as a single, unified neighborhood to be known as Renwick.

1.18 Member. Each Owner is a “Member” of the Association, as provided in Article VI of this Declaration.

1.19 Mortgagee. A “Mortgagee” is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term “institutional lender” specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.20 Neighborhood. The “Neighborhood” is the real property described on Exhibit A. The Neighborhood shall also include any additional property added by Supplemental Declaration.

1.21 Neighborhood Meeting. The “Neighborhood Meeting” is the public meeting of Members for discussion and voting, as described in Article VIII.

1.22 Owner. “Owner” is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.23 Parcel. A “Parcel” is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), a Special Use Parcel, or certain Residential Units such as condominium units.

1.24 Residential Unit. A “Residential Unit” is an individual dwelling unit.

1.25 Special Use Parcel. A “Special Use Parcel” is a Lot of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for community or recreation facilities.

1.26 Supplemental Declaration. “Supplemental Declaration” is any declaration that may be recorded by the Founder or the Association in accordance with Section 2.2 to add Additional Property to the Neighborhood.

1.27 Zone. “Zones” are smaller, contiguous areas within the Neighborhood of distinct building type or character. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

**Article II:  
Property comprising the  
Neighborhood**

*The Neighborhood is the property that is subject to this Declaration. This article describes the real property of which the Neighborhood will initially be comprised and provides the method by which property may be added.*

2.1 Initial Property. The real property that shall be held, transferred, conveyed and occupied subject to this Declaration consists initially of that real property described on Exhibit A.

## 2.2 Development Plan.

(a) Village Center. The property that comprises the Master Plan Area is intended for development as a single, unified neighborhood and is intended to include both residential and commercial properties. The Village Center portion of the Master Plan Area shall be submitted to a separate declaration and maintained by a separate association.

(b) Relationship to Surrounding Property. The construction of Renwick is intended to follow design principles that allow interconnectivity of streets with neighboring communities. As provided in Section 6.1 of the Master Deed Restrictions, the Founder has reserved for itself, its successors and assigns and for the Association various street and utility easements to allow the development of Renwick and which may be assigned for the benefit of other properties which are adjacent to, or reasonably near, Renwick (including property separated from Renwick by a public road) whether or not such properties are developed as part of Renwick.

(c) Street Ends. The Master Plan for Renwick, and certain plats, depict street ends that allow adjoining properties to connect to Renwick in the future. If the neighboring property is developed in a way that interconnectivity is not possible, or if the Founder deems interconnectivity to be undesirable under the circumstances as they then exist, then the Founder reserves the right to convert the street ends to additional lots or other uses. Founder may limit connectivity to pedestrian rather than vehicular access. Founder intends to hold title to such street ends until development of the adjoining property but if Founder has inadvertently conveyed such street ends to the Association, the Association shall, upon request from Founder, convey the street ends to Founder or as directed by Founder.

2.3 Special Provisions. Supplemental Declarations may modify or add to the provisions of this Declaration if needed to reflect the different character of the property. A Supplemental Declaration may define Zones; may designate certain Commons as "Zone Commons" for the use of certain Zones; and may create an assessment procedure by which certain Zones are assessed separately for Zone Commons. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. A Supplemental Declaration may also create Zone advisory councils or create a plan for election of the Board of Directors that includes district representation.

## 2.4 Zones.

(a) Intent. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements for a small portion of the Neighborhood that has special needs. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(b) Designation. Zone boundaries may be designated at the time of the addition of the property by Supplemental Declaration, or at any later time by the Board.

(c) Characteristics. To the extent reasonably possible, all Parcels on both sides of a street shall be included within the same Zone. Separate Zones may be created if the street is interrupted by cross streets, by changes in topography or by Commons, or if Parcels on opposing sides of the street are of significantly different character.



**Article III:  
Easements**

*An easement is the limited right to use another's property in a specified way. Each Parcel is benefited by, and burdened by, certain easements.*

3.1 Easements in Favor of the Association. The Founder hereby reserves for itself, the Association and its assigns the following easements, which shall benefit the Neighborhood:

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Neighborhood for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable or communication lines and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel.

(b) Police Powers. A blanket easement throughout the Neighborhood for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(c) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Neighborhood to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable.

(d) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Neighborhood or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

3.2 Relationship between Lots.

(a) Intent. The design for Renwick is intended to maximize land usage and sense of community by providing green spaces and parks while offering private yards for individual use. As provided by the Renwick Design Code, certain buildings within the Neighborhood may be attached as paired villas, or may be detached but placed on or near the property line. The easements in this Section 3.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Lots similarly configured.

(b) Lot Lines. Lots may not be subdivided or separated into smaller Lots, or any portion of a Lot separately conveyed, except by the Founder or with the specific consent of the Renwick Design Review Board. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founder may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary of a Lot. The Founder shall also have the right to modify subdivision plats of the Neighborhood to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed. The division or combination of Lots may be subject to zoning or other governmental regulation, which may require, among other things, that the number of Residential Units not be reduced if Lots are combined.

(c) Structural Party Walls. Each Owner grants to the Owner of each adjacent Lot the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it provides structural support for the Buildings, or parts of a Building, on more than one Lot. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Lot Line. An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Renwick Design Code.

Article IV:  
**Commons**

*Certain property within the Neighborhood and certain easement rights, called the "Commons," are to be owned and maintained by the Association for the benefit of all Owners.*

4.1 Title.

(a) Association-Owned Commons. The Association shall hold title to certain Commons. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founder may convey to the Association additional Commons that the Association shall accept for maintenance.

4.2 Maintenance; Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons and shall keep the Commons attractive, clean and in good repair.

(b) Capital Improvements. Subject to design review, the Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

#### 4.3 Owners' Easements of Access and Enjoyment.

(a) Commons. The Founder hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Founder's right to use the Commons as provided in paragraph 4.4 (c), and subject also to any limitations contained in the conveyance of those Commons to the Association. These easements shall be appurtenant to and shall pass with title to every Parcel.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Commons recreational facilities by a non-resident Owner whose Residential Unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant.

#### 4.4 Use of Commons.

(a) Members' Benefit. The Association shall maintain the Commons for the benefit of its Members.

(b) Non-Members. The Association may permit limited use and access for all or a portion of the Commons that are not dedicated to the public, through the sale of club memberships or other fees. Any such revenue shall benefit the Association.

(c) No Commercial Use. Except as specifically permitted by this Declaration, there shall be no commercial use of the Commons, nor shall the Commons be subdivided or sold.

4.5 Common Road Regulation. To the extent permitted by the City of Bloomington, the Association may make rules and regulations concerning driving and parking within the Neighborhood, and may construct traffic calming devices as approved by the Town Architect, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common Roads. To the extent permitted by the City of Bloomington, the Association may enforce any violation in accordance with Section 11.8 and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Neighborhood. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Neighborhood to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.

4.7 Damage or Destruction of Commons by Owner. If any Owner or any of the Owner's guests, tenants, licensees, agents, employees or members of his family damages any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. If the damage was intentional and not the result of a reasonable accident, the cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for intentional damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.8 Limitation of Liability. The Association shall use reasonable judgment in providing security, maintaining the Commons and enforcing traffic control measures, but neither the Association nor the Founder makes any representation or assumes any liability for any loss or injury.

Article V:  
**Community Planning and  
Administration of The Design  
Code**

*Renwick will be built by many different owners, architects and builders. Each of these individuals will contribute to the shaping of the final community.*

*The Renwick Design Code communicates the elements that are essential for creating the community. Within these essential elements, there is room for the creative and individual design that vitalizes the community.*

5.1 Master Deed Restrictions. The Master Deed Restrictions establish the Renwick Design Code as the guide for all construction within Renwick, provide for a Town Architect to administer the Renwick Design Code, and create the Renwick Design Review Board. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Commons must be approved in advance by the Renwick Design Review Board.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Master Plan Area. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Renwick shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Founder's enforcement of the Renwick Design Code during the development period. At the end of the development period, the Founder shall assign to the Association its rights to enforce the Renwick Design Code, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Founder is unable or unwilling to perform its powers under Articles I and II of the Master Deed Restrictions, the provisions of Articles I and II of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing a Town Architect and members of the Renwick Design Review Board and enforcing all violations of Articles I and II of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

Article VI:  
Owners' Association

*The Association is responsible for maintaining the Neighborhood and enforcing the Declaration. While the Founder will control the Association during the early development stage, the owners themselves will be responsible for the continuation of the community through their participation in the Association.*

*The Articles and Bylaws of the Association, which create the Association as a non-profit corporation and provide certain procedures for its corporate organization, are attached as exhibits to this Declaration.*

6.1 **Duties.** The Association shall maintain, repair and replace the Commons, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Indiana law, by the City of Bloomington and by other government entities having jurisdiction.

6.2 **Additional Powers.** To the extent permitted by governmental authorities, the Association may, but is not obligated to, provide the following services or engage in the following activities:

(a) irrigation systems, drainage, electricity, security or communication lines and other utility services; supply of irrigation water; garbage and trash collection;

(b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls; landscape maintenance;

(c) lighting of Common Roads which are not dedicated roads; traffic and parking regulation and security patrols within the Neighborhood;

(d) newsletters or other information services;

(e) maintenance of easement areas, public rights-of-way and other public or private properties located within reasonable proximity to the Neighborhood if its deterioration would affect the appearance or safety of, or access to, the Neighborhood; and

(f) any other service allowed by law to be provided by a homeowners' association organized under Indiana law.

The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Parcel Assessment to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least 10% of the Members, a Neighborhood Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members. Upon such repeal, the Board may not reinstitute or terminate the service for five years unless also approved by majority vote of the Members.

6.3 Contracts. The Association may contract with any party, including the Founder, for the performance of all or any portion of the management of the Association and its maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Special Assessment or Individual Parcel Assessment as applicable. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Parcel.

6.5 Allocation of Voting Interests. Each Member shall have a proportional vote based on the allocation of interests for assessment purposes under Section 9.2.

6.6 Exercise of Vote. When more than one person holds an interest in any Parcel, all such persons shall be Members. However, the number of votes for that Parcel shall not be increased, and the Members must determine among themselves how the Parcel's vote may be exercised. Corporations, partnerships and other entities shall notify the Association of the natural person who shall exercise its vote. To the greatest extent permitted by law, the Association may institute voting by electronic or other means.

6.7 Election of Board of Directors.

(a) Procedure. Elections shall be conducted in accordance with the Bylaws and procedures established by the then-current Board.

(b) Initial Selection by Founder. The Founder shall appoint and remove the initial officers and members of the Board and shall elect the Board until sixty days after 75% of the residences indicated by or permitted under the Master Plan have been completed and conveyed to Owners other than the Founder or the builder; thereafter, until 100% of such residences have been completed and conveyed to Owners other than the Founder, the Owners shall have the right to elect one member of the Board. Any land within the Master Plan Area which is developed but which is not submitted to this Declaration shall be removed from the Master Plan for purposes of the foregoing calculation. When used in this paragraph, "buildings" shall include both detached buildings and Residential Units, but not outbuildings. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the control period, in which case the Founder reserves the right to record an instrument specifying that, until the time Founder would have been required to end control of the Board, certain actions of the Association or Board must be approved by the Founder before they become effective.

6.8 No Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for expenses.

6.9 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

Article VII:  
**Decision Making**

*Most day-to-day decisions about the maintenance of the Neighborhood and enforcement of the Declaration are the responsibility of the Board, acting on the Members' behalf. For those decisions requiring Members' approval, the Neighborhood Meeting provides a public opportunity for discussion and voting. Where more practical, consensus may be achieved through the internet and other forms of electronic communication which may be devised in the future.*

7.1 Neighborhood Meeting.

(a) When called. After the end of Founder control described in paragraph 6.7(b), the Neighborhood Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of Additional Property.....	Section 2.2
Repeal of Additional Services.....	Section 6.2
Election of the Board of Directors .....	Section 6.7
Approval of General Assessments when increased more than 15%.	Section 8.4
Ratification of expenditures for capital improvements.....	Section 8.6
Approval of Zone expenses.....	Section 8.7
Repeal of Rules and Regulations adopted by the Board.....	Section 11.7
Amendment of Declaration.....	Section 13.1
Dedication of the Commons .....	Section 13.2
Merger into, or Dedication of Commons to, Municipality .....	Section 13.3
Termination of the Declaration.....	Section 13.5

(b) Quorum. Voting at a Neighborhood Meeting requires presence of members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 ("Notices") and in accordance with the Bylaws. Notice of meetings shall also be posted in at least one place within the Commons.

(d) Proxies; Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by electronic ballot, or by written consent without a meeting. Notice may be waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and statute. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication which may be developed in the future.

7.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Neighborhood Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association, and signatures may be collected without a Neighborhood Meeting or other voting procedure.

Article VIII:  
**Association Budget**

*To fulfill its obligation to maintain the Commons, the Board is responsible for the fiscal management of the Association.*

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of





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## DECLARATION

of  
Charter, Easements,  
Covenants and Restrictions  
for  
the Residential Neighborhood

RAMSEY LAND DEVELOPMENT, INC., an Indiana corporation to be known as the "Founder," makes this Declaration on the 25<sup>th</sup> day of October, year of 2005.

### STATEMENT OF PURPOSE:

- A. The Founder is developing upon real property in Bloomington, in Monroe, Indiana, a development to be known as Renwick. Renwick comprises two parts: the Neighborhood, which is the primarily residential portion; and Village Center, which brings together a mixture of commercial and residential uses. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Renwick design is intended to mix commercial, civic and residential uses in a way that enlivens the community.
- B. This Declaration is intended to provide for the maintenance and operation of the Neighborhood, while Village Center is subject to a separate Declaration.
- C. Renwick is subject to Master Deed Restrictions, recorded immediately prior to this Declaration. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Renwick.
- D. The Founder records this Declaration for the Neighborhood, and establishes an owners' association to enhance community life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the community, and to allow for self-governing of the Neighborhood by its owners.

### DECLARATION:

The Founder, who is the owner of all of the property described on Exhibit "A" (the "Neighborhood"), hereby submits the Neighborhood to this Declaration of Charter, Easements, Covenants and Restrictions. The Founder hereby declares that the property comprising the

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Neighborhood shall be held, sold and conveyed subject to the covenants, restrictions and easements of this Declaration, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood.

Article I:  
**Definitions**

*The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms that apply only to one article are defined the first time they appear.*

1.1 Articles. “Articles” are the Amended and Restated Articles of Incorporation of the Association, which are attached as Exhibit C to this Declaration.

1.2 Assessments. “Assessments” is the collective term for the following Association charges:

(a) General Assessment. The “General Assessment” is the amount allocated among all Members to meet the Association’s annual budgeted expenses, as described in Section 10.3.

(b) Individual Parcel Assessment. An “Individual Parcel Assessment” is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Section 10.5, or for Zone charges.

(c) Special Assessment. A “Special Assessment” may be charged to each Parcel for capital improvements or emergency expenses, in accordance with the provisions of Section 10.4.

1.3 Association. “Association” is the Renwick Neighborhood Association, Inc., an Indiana nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Neighborhood and enforcing the Declaration.

1.4 Board. “Board” is the Board of Directors of the Association.

1.5 Building. “Building” is any residential, mixed-use or commercial building constructed on any Lot. If permitted by the Renwick Design Code, a Building may be attached to another Building and share party walls. The Renwick Design Code may permit the construction of two or more Buildings or two or more Residential Units on a Lot.

1.6 Bylaws. “Bylaws” are the Bylaws of the Association. The form of the initial Bylaws, as proposed, is attached as Exhibit D to this Declaration.

1.7 Commons. “Commons” comprises real property within the Neighborhood described on Exhibit B, or as designated on a plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. “Commons” also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners’ common use, the natural, wooded areas designated as Conservancy Areas on a plat, and any other property of any type specifically designated as Commons. The Commons may include

areas dedicated to the public, to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property.

1.8 Common Roads. "Common Roads" are the streets and alleys located within the Neighborhood that are intended for automobile traffic. The Common Roads are intended to be dedicated to the public. Any Common Roads not dedicated to the public shall be part of the Commons.

1.9 Declaration. "Declaration" is this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Renwick.

1.10 Design Code. The "Design Code" establishes the plan for the development of Renwick through its regulation of land use, architecture and environment. The Renwick Design Code is originally adopted by the Founder as provided in the Master Deed Restrictions and may be amended from time to time. The Renwick Design Code does not need to be recorded to be effective but shall be available from the Renwick Design Review Board.

1.11 Design Review Board. The "Design Review Board" is the panel established to administer the Renwick Design Code, as established by the Master Deed Restrictions and described in Article IV.

1.12 Founder. The "Founder" is Ramsey Land Development, Inc., an Indiana corporation, its successors and assigns.

1.13 Karst Areas. "Karst Areas" comprise real property within the Neighborhood as designated on a plat.

1.14 Lot. A "Lot" is a parcel of land intended for a single residence, or a residence and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat of Renwick, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Renwick.

1.15 Master Deed Restrictions. The Founder, as the grantor of deeds within Renwick, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds granted within Renwick, are intended to ensure the proper application of the Renwick Design Code during the development stage and to impose other restrictions designed to further the development of the community.

1.16 Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to change based on market conditions, governmental requirements and other modifications that may be made as development progresses if approved by the city and the Community Redevelopment Agency.

1.17 Master Plan Area. As further defined in the Master Deed Restrictions, the Master Plan Area comprises approximately 80 acres intended for development as a single, unified neighborhood to be known as Renwick.

1.18 Member. Each Owner is a “Member” of the Association, as provided in Article VI of this Declaration.

1.19 Mortgagee. A “Mortgagee” is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term “institutional lender” specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.20 Neighborhood. The “Neighborhood” is the real property described on Exhibit A. The Neighborhood shall also include any additional property added by Supplemental Declaration.

1.21 Neighborhood Meeting. The “Neighborhood Meeting” is the public meeting of Members for discussion and voting, as described in Article VIII.

1.22 Owner. “Owner” is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.23 Parcel. A “Parcel” is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), a Special Use Parcel, or certain Residential Units such as condominium units.

1.24 Residential Unit. A “Residential Unit” is an individual dwelling unit.

1.25 Special Use Parcel. A “Special Use Parcel” is a Lot of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for community or recreation facilities.

1.26 Supplemental Declaration. “Supplemental Declaration” is any declaration that may be recorded by the Founder or the Association in accordance with Section 2.2 to add Additional Property to the Neighborhood.

1.27 Zone. “Zones” are smaller, contiguous areas within the Neighborhood of distinct building type or character. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

Article II:  
**Property comprising the  
Neighborhood**

*The Neighborhood is the property that is subject to this Declaration. This article describes the real property of which the Neighborhood will initially be comprised and provides the method by which property may be added.*

2.1 Initial Property. The real property that shall be held, transferred, conveyed and occupied subject to this Declaration consists initially of that real property described on Exhibit A.

## 2.2 Development Plan.

(a) Village Center. The property that comprises the Master Plan Area is intended for development as a single, unified neighborhood and is intended to include both residential and commercial properties. The Village Center portion of the Master Plan Area shall be submitted to a separate declaration and maintained by a separate association.

(b) Relationship to Surrounding Property. The construction of Renwick is intended to follow design principles that allow interconnectivity of streets with neighboring communities. As provided in Section 6.1 of the Master Deed Restrictions, the Founder has reserved for itself, its successors and assigns and for the Association various street and utility easements to allow the development of Renwick and which may be assigned for the benefit of other properties which are adjacent to, or reasonably near, Renwick (including property separated from Renwick by a public road) whether or not such properties are developed as part of Renwick.

(c) Street Ends. The Master Plan for Renwick, and certain plats, depict street ends that allow adjoining properties to connect to Renwick in the future. If the neighboring property is developed in a way that interconnectivity is not possible, or if the Founder deems interconnectivity to be undesirable under the circumstances as they then exist, then the Founder reserves the right to convert the street ends to additional lots or other uses. Founder may limit connectivity to pedestrian rather than vehicular access. Founder intends to hold title to such street ends until development of the adjoining property but if Founder has inadvertently conveyed such street ends to the Association, the Association shall, upon request from Founder, convey the street ends to Founder or as directed by Founder.

2.3 Special Provisions. Supplemental Declarations may modify or add to the provisions of this Declaration if needed to reflect the different character of the property. A Supplemental Declaration may define Zones; may designate certain Commons as "Zone Commons" for the use of certain Zones; and may create an assessment procedure by which certain Zones are assessed separately for Zone Commons. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. A Supplemental Declaration may also create Zone advisory councils or create a plan for election of the Board of Directors that includes district representation.

## 2.4 Zones.

(a) Intent. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements for a small portion of the Neighborhood that has special needs. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(b) Designation. Zone boundaries may be designated at the time of the addition of the property by Supplemental Declaration, or at any later time by the Board.

(c) Characteristics. To the extent reasonably possible, all Parcels on both sides of a street shall be included within the same Zone. Separate Zones may be created if the street is interrupted by cross streets, by changes in topography or by Commons, or if Parcels on opposing sides of the street are of significantly different character.

Article III:  
Easements

*An easement is the limited right to use another's property in a specified way. Each Parcel is benefited by, and burdened by, certain easements.*

3.1 Easements in Favor of the Association. The Founder hereby reserves for itself, the Association and its assigns the following easements, which shall benefit the Neighborhood:

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Neighborhood for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable or communication lines and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel.

(b) Police Powers. A blanket easement throughout the Neighborhood for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(c) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Neighborhood to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable.

(d) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Neighborhood or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

3.2 Relationship between Lots.

(a) Intent. The design for Renwick is intended to maximize land usage and sense of community by providing green spaces and parks while offering private yards for individual use. As provided by the Renwick Design Code, certain buildings within the Neighborhood may be attached as paired villas, or may be detached but placed on or near the property line. The easements in this Section 3.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Lots similarly configured.

(b) Lot Lines. Lots may not be subdivided or separated into smaller Lots, or any portion of a Lot separately conveyed, except by the Founder or with the specific consent of the Renwick Design Review Board. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founder may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary of a Lot. The Founder shall also have the right to modify subdivision plats of the Neighborhood to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed. The division or combination of Lots may be subject to zoning or other governmental regulation, which may require, among other things, that the number of Residential Units not be reduced if Lots are combined.

(c) Structural Party Walls. Each Owner grants to the Owner of each adjacent Lot the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it provides structural support for the Buildings, or parts of a Building, on more than one Lot. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Lot Line. An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Renwick Design Code.

Article IV:  
**Commons**

*Certain property within the Neighborhood and certain easement rights, called the "Commons," are to be owned and maintained by the Association for the benefit of all Owners.*

4.1 Title.

(a) Association-Owned Commons. The Association shall hold title to certain Commons. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founder may convey to the Association additional Commons that the Association shall accept for maintenance.

4.2 Maintenance; Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons and shall keep the Commons attractive, clean and in good repair.

(b) Capital Improvements. Subject to design review, the Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

#### 4.3 Owners' Easements of Access and Enjoyment.

(a) Commons. The Founder hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Founder's right to use the Commons as provided in paragraph 4.4 (c), and subject also to any limitations contained in the conveyance of those Commons to the Association. These easements shall be appurtenant to and shall pass with title to every Parcel.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Commons recreational facilities by a non-resident Owner whose Residential Unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant.

#### 4.4 Use of Commons.

(a) Members' Benefit. The Association shall maintain the Commons for the benefit of its Members.

(b) Non-Members. The Association may permit limited use and access for all or a portion of the Commons that are not dedicated to the public, through the sale of club memberships or other fees. Any such revenue shall benefit the Association.

(c) No Commercial Use. Except as specifically permitted by this Declaration, there shall be no commercial use of the Commons, nor shall the Commons be subdivided or sold.

4.5 Common Road Regulation. To the extent permitted by the City of Bloomington, the Association may make rules and regulations concerning driving and parking within the Neighborhood, and may construct traffic calming devices as approved by the Town Architect, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common Roads. To the extent permitted by the City of Bloomington, the Association may enforce any violation in accordance with Section 11.8 and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Neighborhood. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Neighborhood to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.



4.7 Damage or Destruction of Commons by Owner. If any Owner or any of the Owner's guests, tenants, licensees, agents, employees or members of his family damages any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. If the damage was intentional and not the result of a reasonable accident, the cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for intentional damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.8 Limitation of Liability. The Association shall use reasonable judgment in providing security, maintaining the Commons and enforcing traffic control measures, but neither the Association nor the Founder makes any representation or assumes any liability for any loss or injury.

Article V:  
**Community Planning and  
Administration of The Design  
Code**

*Renwick will be built by many different owners, architects and builders. Each of these individuals will contribute to the shaping of the final community.*

*The Renwick Design Code communicates the elements that are essential for creating the community. Within these essential elements, there is room for the creative and individual design that vitalizes the community.*

5.1 Master Deed Restrictions. The Master Deed Restrictions establish the Renwick Design Code as the guide for all construction within Renwick, provide for a Town Architect to administer the Renwick Design Code, and create the Renwick Design Review Board. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Commons must be approved in advance by the Renwick Design Review Board.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Master Plan Area. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Renwick shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Founder's enforcement of the Renwick Design Code during the development period. At the end of the development period, the Founder shall assign to the Association its rights to enforce the Renwick Design Code, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Founder is unable or unwilling to perform its powers under Articles I and II of the Master Deed Restrictions, the provisions of Articles I and II of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing a Town Architect and members of the Renwick Design Review Board and enforcing all violations of Articles I and II of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

Article VI:  
**Owners' Association**

*The Association is responsible for maintaining the Neighborhood and enforcing the Declaration. While the Founder will control the Association during the early development stage, the owners themselves will be responsible for the continuation of the community through their participation in the Association.*

*The Articles and Bylaws of the Association, which create the Association as a non-profit corporation and provide certain procedures for its corporate organization, are attached as exhibits to this Declaration.*

6.1 Duties. The Association shall maintain, repair and replace the Commons, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Indiana law, by the City of Bloomington and by other government entities having jurisdiction.

6.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, provide the following services or engage in the following activities:

(a) irrigation systems, drainage, electricity, security or communication lines and other utility services; supply of irrigation water; garbage and trash collection;

(b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls; landscape maintenance;

(c) lighting of Common Roads which are not dedicated roads; traffic and parking regulation and security patrols within the Neighborhood;

(d) newsletters or other information services;

(e) maintenance of easement areas, public rights-of-way and other public or private properties located within reasonable proximity to the Neighborhood if its deterioration would affect the appearance or safety of, or access to, the Neighborhood; and

(f) any other service allowed by law to be provided by a homeowners' association organized under Indiana law.

The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Parcel Assessment to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least 10% of the Members, a Neighborhood Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members. Upon such repeal, the Board may not reinstitute or terminate the service for five years unless also approved by majority vote of the Members.

6.3 Contracts. The Association may contract with any party, including the Founder, for the performance of all or any portion of the management of the Association and its maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Special Assessment or Individual Parcel Assessment as applicable. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Parcel.

6.5 Allocation of Voting Interests. Each Member shall have a proportional vote based on the allocation of interests for assessment purposes under Section 9.2.

6.6 Exercise of Vote. When more than one person holds an interest in any Parcel, all such persons shall be Members. However, the number of votes for that Parcel shall not be increased, and the Members must determine among themselves how the Parcel's vote may be exercised. Corporations, partnerships and other entities shall notify the Association of the natural person who shall exercise its vote. To the greatest extent permitted by law, the Association may institute voting by electronic or other means.

6.7 Election of Board of Directors.

(a) Procedure. Elections shall be conducted in accordance with the Bylaws and procedures established by the then-current Board.

(b) Initial Selection by Founder. The Founder shall appoint and remove the initial officers and members of the Board and shall elect the Board until sixty days after 75% of the residences indicated by or permitted under the Master Plan have been completed and conveyed to Owners other than the Founder or the builder; thereafter, until 100% of such residences have been completed and conveyed to Owners other than the Founder, the Owners shall have the right to elect one member of the Board. Any land within the Master Plan Area which is developed but which is not submitted to this Declaration shall be removed from the Master Plan for purposes of the foregoing calculation. When used in this paragraph, "buildings" shall include both detached buildings and Residential Units, but not outbuildings. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the control period, in which case the Founder reserves the right to record an instrument specifying that, until the time Founder would have been required to end control of the Board, certain actions of the Association or Board must be approved by the Founder before they become effective.

6.8 No Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for expenses.

6.9 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

Article VII:  
**Decision Making**

*Most day-to-day decisions about the maintenance of the Neighborhood and enforcement of the Declaration are the responsibility of the Board, acting on the Members' behalf. For those decisions requiring Members' approval, the Neighborhood Meeting provides a public opportunity for discussion and voting. Where more practical, consensus may be achieved through the internet and other forms of electronic communication which may be devised in the future.*

7.1 Neighborhood Meeting.

(a) When called. After the end of Founder control described in paragraph 6.7(b), the Neighborhood Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of Additional Property.....	Section 2.2
Repeal of Additional Services.....	Section 6.2
Election of the Board of Directors.....	Section 6.7
Approval of General Assessments when increased more than 15%.....	Section 8.4
Ratification of expenditures for capital improvements.....	Section 8.6
Approval of Zone expenses.....	Section 8.7
Repeal of Rules and Regulations adopted by the Board.....	Section 11.7
Amendment of Declaration.....	Section 13.1
Dedication of the Commons.....	Section 13.2
Merger into, or Dedication of Commons to, Municipality.....	Section 13.3
Termination of the Declaration.....	Section 13.5

(b) Quorum. Voting at a Neighborhood Meeting requires presence of members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 ("Notices") and in accordance with the Bylaws. Notice of meetings shall also be posted in at least one place within the Commons.

(d) Proxies; Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by electronic ballot, or by written consent without a meeting. Notice may be waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and statute. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication which may be developed in the future.

7.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Neighborhood Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association, and signatures may be collected without a Neighborhood Meeting or other voting procedure.

Article VIII:  
**Association Budget**

*To fulfill its obligation to maintain the Commons, the Board is responsible for the fiscal management of the Association.*

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of

all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorata basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments, at the Board's discretion.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Founder shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Founder.

(b) Subsequent Years. Beginning with the year in which a Parcel is first conveyed to an Owner other than the Founder and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment which was not a year in which General Assessments were guaranteed in whole or in part by Founder, and petitions signed by at least 10% of all Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Neighborhood Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by a majority of the Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under paragraph 8.4 (c), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association

budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Capital Improvements. Any substantial capital improvement to the Commons approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Renwick Design Review Board is required for all capital improvements. This section shall not limit the right of the Founder to make improvements to the Commons.

8.7 Zone Expenses.

(a) Capital Improvements. Any Zone may, by two-thirds (2/3) vote of the Members within that Zone and approval of the Board, vote to assess themselves for capital improvements to Commons which will primarily benefit that Zone.

(b) Additional Services. Any Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to assess themselves for maintenance or services in addition to those normally provided by the Association.

(c) Combined Zones; Smaller Groups. Zones may be combined or join together for such assessments. If more than one Zone is to vote, the Board shall determine whether approval and assessment is to be by Zone or by the combined group of Zones. If a group smaller than a Zone wishes to be assessed for capital improvements or services, all of those being assessed must agree to the assessment.

(d) Assessment Levy. Any assessment so approved shall be assessed to all Owners within that Zone or designated group as an Individual Parcel Assessment.

8.8 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

Article IX:  
**Allocation of  
Expenses**

*The Declaration provides a formula for allocating interests among the Parcels for assessment of common expenses.*

9.1 Generally. The common expenses of the Association shall be allocated among the Parcels in accordance with the relative values described in Section 9.2. The fractional allocation of the

common expenses of the Association may be calculated for each Parcel by dividing the value assigned that Parcel by the sum of the values of all Parcels within the Neighborhood.

9.2 Residential Use. The following shall be assigned a value of 1.0:

- (a) Each unimproved lot.
- (b) A lot with a single home.
- (c) A lot with a home and an outbuilding, which may have a separately leasable residential unit.

9.3 Special Use Parcels. Assessments for Special Use Parcels shall be determined by the Founder based on the anticipated use of the parcel.

9.4 Exempt Parcels. Parcels that are used by non-profit entities primarily for the benefit of residents of the Neighborhood may have a zero allocation. The Founder may grant such exempt status of record at any time up to and including the time of conveyance of the parcel to someone other than the Founder. Once granted, such exempt status shall continue so long as the use of the Parcel remains substantially the same. The Association also has the authority to grant exempt status for qualified entities upon terms and conditions established by the Association.

9.5 Additional Property. If Parcels of substantially different size or use are created within Additional Property, the Founder may by Supplemental Declaration establish a different relative value for those Parcels based on a reasonable determination of the expected usage levels consistent with the determination for other properties within the Neighborhood. If individual Residential Units which are within primarily commercial portions of the Master Plan Area are added and the property surrounding such units is not added, the amount of assessments to be paid by such units may be reduced, based upon a reasonable estimate of the units' usage of the Commons.

Article X:  
**Covenants for Maintenance  
Assessments**

*The cost of fulfilling the Association's financial obligations is divided equitably among the Members by means of Assessments. To assure the Association of a reliable source of funds and to protect those Members who contribute their equitable share, assessments are mandatory and are secured both by a lien on the lot and the Member's personal obligation.*

10.1 Obligation for Assessments. The Founder, for each Parcel owned within the property submitted by this Declaration or Supplemental Declaration to the Neighborhood, hereby covenants, and each Owner of any Parcel by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget,
- (b) Special Assessments for the purposes provided in this Declaration, and



- (c) Individual Parcel Assessments for any charges particular to that Parcel,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

10.2 Allocation of Common Expenses. Expenses shall be allocated among the Parcels as provided in Article IX ("Allocation of Expenses"). Subject to applicable law, the Founder shall be excused from payment of assessments if the Founder guarantees to Parcel owners that their Assessments during the "Guarantee Period," as defined below, shall not exceed the amounts shown in the then-current estimated operating budget. If the Founder offers such a guarantee, the Founder agrees to pay any Common Expenses incurred during the Guarantee Period that exceed the amount produced by Assessments during that time. The "Guarantee Period" may begin at Founder's discretion at any time within the first three years after the recording of this Declaration in the public records of Monroe County, Indiana and shall end at the beginning of the next fiscal year. The Guarantee Period shall then be automatically extended for successive six-month periods up to an additional five years until the earlier of the following occurs: (a) seventy-five percent (75%) of the buildings indicated or permitted under the Master Plan have been completed and conveyed to Owners other than the Founder or the builder (as calculated pursuant to paragraph 6.7(b)); or (b) Founder gives written notice of termination to the Association at least 30 days before the end of the then-current Guarantee Period. During the Guarantee Period, the General Assessments may be increased by up to 15% per year.

### 10.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Founder. The initial Assessment on any Parcel subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorata share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

10.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves,

any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.5 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, for expenses approved by that Zone in accordance with Section 8.7, or any other charges designated in this Declaration as an Individual Parcel Assessment.

10.6 Capital Contribution. At the closing and transfer of title of each Parcel to the first Owner other than the Founder or the builder, the Owner shall contribute an amount equal to two months' assessments. This contribution, which shall be enforceable in the same manner as an Assessment, shall be deposited in the general funds of the Association for start-up expenses of the Association and for working capital for the Association, and shall not be considered as a pre-payment of assessments.

10.7 Effect of Nonpayment of Assessment; Remedies.

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed.

(c) Suit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association shall have the right to assess fines and suspend the voting rights, right to serve on the Board and right to use of the Commons by an Owner for any period during which any Assessment against his Parcel remains unpaid.

10.8 Certificate of Payment. The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are paid to date by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

Article XI:  
Use of Parcels

*The following covenants are designed to protect the quality of life for all Owners within the Neighborhood and to set a standard for reasonable cooperation within the community.*

11.1 Permitted Uses.

(a) Determination. Permitted uses for Parcels shall be determined based on the Renwick Design Code and the plat, subject to the zoning requirements of the City of Bloomington. At the Founder's discretion, the Founder shall make the determination of record at the time of the Parcel's addition to the Neighborhood, or at any time up to and including the time of conveyance of the parcel to someone other than the Founder. If the Founder fails to make such a determination of record, the Renwick Design Code, or the approval of the Building or modification under Article V, may describe permitted uses.

(b) Home-based Businesses. Unless prohibited by law, home-based business that does not generate significant noise, odor or traffic shall be permitted in any residential area. Signage for home-based business shall be regulated under the Renwick Design Code.

11.2 Prohibited Uses.

(a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. The Association may from time to time define and determine unacceptable uses.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Commons that will increase the rate of, or result in cancellation of, insurance for the Commons or any other Parcel or its content, without the prior written consent of the Association.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Neighborhood.

(d) Time Sharing. No time-share ownership of Parcels is permitted. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership.

11.3 Attractiveness and Safety of Parcels.

(a) Generally. Each Owner shall keep all parts of his Parcel in good order and repair and free from debris. The Renwick Design Code or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. No sign, advertisement or notice of any type or nature whatsoever (including "For Sale" or "For Rent" signs) shall be erected or displayed along any portion of Moores Pike or Sare Road which adjoins the Master Plan Area. No signs shall be nailed to any tree or attached to any street sign within Renwick. Except as permitted by this paragraph or elsewhere in this Declaration, no sign of any kind shall be displayed to the public view upon or within the Neighborhood except:

- (i) One family name sign of not more than 144 square inches in area;
- (ii) Any signs utilized by the Founder or the Association for directional, identification, sales or marketing purposes, delineation of Conservancy areas and park boundaries; or
- (iii) A sign limited in size to 20 inches by 30 inches containing the words "for sale" or "for rent" indicating the name of the seller, seller's agent or lessor and a telephone number.

(c) Vehicles. The Renwick Design Code or the Association may regulate or prohibit the parking of trailers, recreational vehicles, nonfunctioning or excessive numbers of vehicles, sports equipment or any other item visible on the Parcel, and may require that garage doors be kept closed except when automobiles are entering or leaving the garage.

(d) Sports Equipment. Play structures, such as basketball hoops and swing sets, must be kept in good repair and may be limited, in accordance with the Renwick Design Code, to back yards or alleys. Large play structures such as skateboard ramps that are visible from outside the Parcel may be prohibited.

(e) Clotheslines. All clotheslines shall be located in the rear yard so as to be concealed from the view of streets and Commons located adjacent to the Residential Unit.

(f) Solar Devices. Subject to review and approval by the Design Review Board prior to installation, solar devices signed and used for collection or, or heating by, solar energy shall be permitted and maintained upon any portion of the Neighborhood.

(g) Line of Sight. Subject to any applicable restrictions in the Renwick Design Code, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above any Common Road shall be placed or permitted to remain on any corner within the triangular area formed by the street boundaries and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(h) Karst Areas. All land disturbing activities, including the construction of buildings or paving over a Karst Area, or within twenty-five (25) feet from the last closed contour line of a surface Karst Area, is prohibited, except for a low impact trail installed and maintained by the Founder or the Association. The last closed contour line will be defined as shown on the City of Bloomington's Geographic Information System (GIS). Stormwater runoff from paved areas or

structures shall not directly enter a sinkhole, and all drainage to sinkholes shall be routed through vegetative filters. Trash, debris, chemicals or other potential groundwater pollutants shall not be dumped or caused to discharge into sinkholes.

11.4 Leasing. Residential Parcels or separate Residential Units within a Parcel, such as an outbuilding apartment, may be rented, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. The Association may establish a minimum lease term of at least six months. The Association may prohibit the leasing of any Residential Unit while the Owner is in default in the payment of Assessments. If the Residential Unit is leased in violation, the Association may attach rentals and may evict the tenant as if it were a tenant violation under paragraph 11.9 (d).

11.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Neighborhood. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other than customary household pets, which the Association may define, acting reasonably; to designate specific areas within the Commons where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.6 Temporary Structures; Camping. The Renwick Design Code may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. In addition, the Association or Founder may permit the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Neighborhood during art festivals, craft fairs, block parties and other special events is encouraged, subject to regulation by the Renwick Design Code. No other camping is permitted within the Neighborhood unless designated campgrounds are added to the property.

#### 11.7 Rules and Regulations.

(a) Generally. The writing of rules is one way to address specific issues that arise within the community. The Association may adopt or amend rules and regulations interpreting or expanding upon the basic principles of this Article and other portions of this Declaration. Rules should strive to address the problem in the least restrictive way. The Board should review the Rules and Regulations regularly and remove or amend those that are unnecessary or overly restrictive.

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 10% of the Members, a Neighborhood Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.

(c) Notice. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Neighborhood or furnished to each Owner.

(d) Responsibility. Each Owner and the Owners' family members, guests and tenants are required to abide by the covenants contained in this Declaration, which are covenants running with the land, and any Rules and Regulations adopted by the Association. Each Owner is responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

11.8 Enforcement. The Board may take any of the following actions to enforce compliance with the covenants contained in this Declaration and any Rules and Regulations adopted by the Association:

(a) Fines. The Board has the right to assess fines up to the maximum allowed by law and may restrict the resident's use of the Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association.

(b) Pets. If the Board finds that a pet causes an unsafe condition or unreasonable disturbance or annoyance, it may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from Renwick.

(c) Corrective Action for Parcel Maintenance. If the Board determines that any Owner has failed to maintain any part of a Parcel (including the yard and any wall, fence, or building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Renwick Design Code and applicable Rules and Regulations, the Board shall notify the Owner of its findings and may assess fines. If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter the Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Parcel Assessment.

(d) Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment.

(e) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to an injunction.

Article XII:  
**Insurance**

*Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.*

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year. Insurance can protect the Association's assets and financial security. However, insurance is a large, and sometimes volatile, item on the Association's budget. At least once each year, the Board should review types of insurance and terms and limits of coverage for insurance held by the Association. Changes in replacement costs or anticipated liabilities can make old insurance inadequate. In rare cases, if coverage becomes too expensive, the Association may make a decision to drop certain coverage or to take a higher deductible. In any event, the Board is expected to exercise the "prudent person" principle in determining how to deal with insurable risks of the Association.

12.2 Severability of Interest. Whenever practical, insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that prevents the insurer from denying the claim of an insured because of negligent act of other insureds.

12.3 Types of Insurance. The Association should consider the following types of coverage:

(a) Property Insurance. The Board should consider whether the Commons include structures or other improvements that can and should be insured against casualty loss. Certain improvements, such as green space, landscaping or Conservancy Areas (as defined in the Master Deed Restrictions)§, may not be insurable. However, buildings or other structures usually are insurable. Endorsements for fire and extended coverage, vandalism, malicious mischief, flood (if in a flood-prone area) and windstorm should be obtained where available at reasonable cost. Coverage should be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy or "agreed amount" insurance should be obtained.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board determines, insuring against liability arising out of, or incident to, the ownership and use of the Commons and any topographic conditions or water access located on or adjoining Renwick. At the Board's discretion, such coverage may include easements, such as walkways.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against loss for actions taken by members of the Board, officers of the Association and advisory

members in the performance of their duties. The Board may also obtain fidelity insurance or bonding for Board members, officers and employees.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.4 Parcel Coverage. Each Owner shall obtain property insurance for improvements on the Parcel. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

12.5 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons other than the Conservancy Areas (as defined in the Master Deed Restrictions), the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.3 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Renwick Design Review Board or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure a Parcel within 30 days after a casualty, the Association may, in accordance with the provisions of paragraph 11.9(c) ("Corrective Action for Parcel Maintenance"), remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.



Article XIII:  
**Amendment, Redevelopment and  
Termination**

*Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the community's benefit, these new provisions should be incorporated into the Declaration.*

*When, over long periods of time, conditions change so that redevelopment is necessary, the Declaration allows for a unified plan of redevelopment and compensation for affected owners.*

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(b) By the Founder. To the extent permitted by law, the Founder specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, or (iii) to clarify the Declaration's provisions or correct errors.

(c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific consent of the Founder.

(d) Recording. Any amendment shall take effect upon recording in the public records.

13.2 Dedication.

(a) Common Roads. If any portion of the Common Roads has not previously been dedicated to the public, the Founder or Association shall have the right to convey title to or dedicate the Common Roads to the appropriate public agency or authority.

(b) Right-of-Way. The Founder or Association shall have the right to dedicate portions of the Commons as right-of-way to the appropriate public agency or authority.

(c) Commons. All other Commons may be dedicated to the public by the Board upon consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(d) Alleys; footpaths. At least twenty (20) years from the recording of this Declaration, if the Association determines that it no longer wishes to maintain all or some of the alleys or footpaths between Parcels, the ownership of such alleys or footpaths may be divided evenly between the adjacent Parcel Owners, with the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the alleys or footpaths if required by the approving Owners.

(e) Necessary Approval. Any dedication or conveyance described above is subject to acceptance by the applicable governmental agency

### 13.3 Redevelopment.

(a) Purpose. If the Neighborhood should ever be struck by a natural disaster or other casualty, all or a portion of the Neighborhood might be destroyed and need to be rebuilt. In general, after any casualty loss, improvements are to be rebuilt in accordance with the original plan. Alternatively, this section provides a method for redevelopment in accordance with a new plan when Parcel Owners representing sixty seven percent (67%) of the votes in the Association, the Founder and a majority of the mortgagees agree that it is necessary and desirable to do so. This super-majority approval is designed to protect individual property owners' rights and expectations in their property. However, when such consensus is achieved, this section allows redevelopment, while continuing to protect the dissenting owners by assuring payment to them of fair market value, plus a relocation allowance. The same method may be used when, after long periods of time, changing uses and conditions make redevelopment desirable.

(b) Definitions. Redevelopment is the process of rebuilding all or a portion of the Neighborhood, known as a Redevelopment Area, in accordance with a revised Renwick Design Code, combined with the offer to purchase the property of any dissenting Parcel Owners. A Redevelopment Area must be a defined, logical section for redevelopment comprising a Zone or Zones, or the entire Neighborhood. The plan may allow buildings that are currently in serviceable condition to remain but require that such buildings, if rebuilt or remodeled in the future, to be rebuilt in accordance with the redevelopment plan. The plan for redevelopment may include termination of the Declaration for the Redevelopment Area. If the Declaration is terminated for a Redevelopment Area, the Founder may sell or donate to the Owners within the Redevelopment Area the Commons located there, reserving access and use easements as appropriate.

(c) Redevelopment; When Available. Redevelopment shall be available only upon the occurrence of one of the following:

- (i) Any time after thirty (30) years from the recording of this Declaration, or
- (ii) Upon a casualty loss destroying at least two-thirds, by value, of the insurable improvements, either within the entire Neighborhood, or within a Redevelopment Area. If the necessary approvals are not obtained within ninety (90) days after the casualty, the damage must be repaired in accordance with Section 12.7 ("Repair and Reconstruction after Fire or Other Casualty").

(d) Approvals. Redevelopment requires the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes within the Redevelopment Area; Mortgagees holding mortgages on a majority, by assessment interests, of the Parcels encumbered by such mortgages; and the Founder. If the plan is approved, consenting Owners must rebuild in accordance with the redevelopment plan, and, unless the plan provides otherwise, must participate in the purchase of dissenting Owners' Parcels.

(e) Redevelopment Corporation. The plan may include formation of a redevelopment corporation or other entity to purchase the Parcels of dissenting Owners. Unless otherwise agreed, the consenting Owners would be required to contribute to the capital of the redevelopment corporation in proportion to their General Assessments, as a portion of all consenting Owners. The plan may authorize the Association, on behalf of the redevelopment corporation, to collect the Owners' shares as an Individual Parcel Assessment.

(f) Option to Purchase. Upon approval of the redevelopment plan, the redevelopment corporation or other designee of the consenting Owners shall deliver an option to purchase to all remaining Owners of Parcels within the Redevelopment Area. The option to purchase must be delivered in person or by registered mail to each Owner of a Parcel to be purchased. The recipient of such an option shall, within 30 days, choose either to join the consenting Owners, or to sell the Parcel to the consenting Owners. Failure to agree to the sale within 30 days shall be deemed to be agreement to join the consenting Owners. The sale price shall be paid in cash or upon terms approved by the seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(g) Price. The price for each Parcel to be purchased shall be its fair market value determined by agreement between the seller and the designee of the consenting Owners within 30 days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select a real estate appraiser, which appraiser shall then choose a third appraiser, and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to the Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Parcel distributed on account of the casualty loss. The expense of the appraisals and all closing costs shall be paid by the purchaser.

(h) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent (5%) of the purchase price.

(i) Enforcement. A judgment of specific performance of the purchase based upon the determination of the price by the appraisers may be entered in any court of competent jurisdiction.

(j) Limitation. Redevelopment shall be subject to applicable zoning and other governmental regulation. If necessary for this section's validity under the Rule Against Perpetuities or similar law, this option shall expire 90 years from the time of recording of this Declaration, or whatever greater time period allowed by law.

13.4 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Neighborhood and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for twenty years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the Association shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Parcels may be divided evenly between the adjacent Parcel Owners in accordance with Section 13.2).

(c) Redevelopment. The Declaration may be terminated for all or a part of the Neighborhood in accordance with the redevelopment provisions of Section 13.3.

13.5 Rerecording. Unless this Declaration is terminated, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Indiana law to preserve its effect.

13.6 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

Article XIV:  
**General Provisions**

14.1 Interpretation.

(a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Neighborhood as a community of the highest quality. The italicized portions at the beginning of each Article are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

(b) Governmental Regulation. All provisions of this Declaration, including without limitation modifications to the Master Plan and redevelopment provisions, shall be subject to applicable government regulation or agreements.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Founder, the Association or the Members to make amendments that do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on two-thirds or more of all Parcels encumbered by a mortgage.

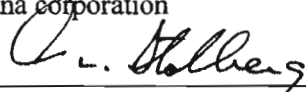
(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the undersigned does hereby make this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Renwick and has caused this Declaration to be executed as of the day and year first above written.

Ramsey Land Development, Inc.,  
an Indiana corporation

By:

  
Eric C. Stolberg, President

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MONROE     )

Eric C. Stolberg, known to me to be the President of Ramsey Land Development, Inc., an Indiana corporation, personally appeared before me, a Notary Public, on the 25th day of October, 2005, and acknowledged the execution of the foregoing Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Renwick for and on behalf of such corporation.

County of Residence:  
MONROE

C. O. Blunt  
Notary Public

My Commission Expires:  
5-23-2008

CRAG O. BLUNT  
Name Printed



This Instrument Prepared By: April R. Schilling, Locke Reynolds LLP, 201 North Illinois Street, Suite 1000, P.O. Box 44961, Indianapolis, IN 46244-0961.

**SCHEDULE OF EXHIBITS:**

Exhibit A: Property Subject to the Residential Declaration

Exhibit B: Initial Commons

Exhibit C: Amended and Restated Articles of Incorporation of the Renwick Neighborhood Association, Inc.

Exhibit D: Bylaws for the Renwick Neighborhood Association, Inc.

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Pat Haley  
Monroe County Recorder IN  
IN 2005021761 COV RES  
10/27/2005 14:27:31 21 PGS  
Filing Fee: \$51.00

## MASTER DEED RESTRICTIONS

RAMSEY LAND DEVELOPMENT, INC.; an Indiana corporation to be known as the "Founder," establishes these Master Deed Restrictions on the 25<sup>th</sup> day of October year of 2005.

### STATEMENT OF PURPOSE:

- A. The Founder is developing upon real property in Bloomington, Indiana, a new residential community to be known as Renwick. If all phases are completed, Renwick would eventually comprise approximately 80 acres described on Exhibit A (the "Master Plan Area").
- B. The Renwick community plan was developed recalling the best from the past with emphasis put on character of the public realm and quality of life. Beautiful tree-lined streets, safe and commutable sidewalks, tasteful home design and appropriate house placement all add value, variety and interest to the street. The maturing of these streets over time will create beautiful outdoor rooms for pedestrian activity.
- C. Renwick will feature a mix of housing types including detached single-family homes, paired villa homes, multi-family with Brownstone and mansion homes, and a Village Center offering neighborhood services. The mix of housing types will provide for a diverse, eclectic neighborhood including young professionals, families with young children, move-up families with teenagers, and retirees, all living together within walking distance of each other.
- D. Walkability is a key to Renwick but cars are not excluded. Public spaces lie at the heart of the Renwick design which sets aside valuable sites for parks and special conservancy green spaces.
- E. Detailed guidelines, to be known as the Renwick Design Code, regulate setbacks, porches, outbuildings, fences, building materials and other matters essential for the creation of outdoor and civic spaces. Each Parcel owner, by constructing a building in accordance with the Renwick Design Code, helps form the outdoor spaces of this community, which will enhance the value of Founder's investment and, ultimately, all property within Renwick.
- F. A community is formed when buildings are built and occupied. To establish a community of residents and to create a streetscape of buildings, rather than empty lots, Founder wishes to require each Parcel owner to build a building within a certain time limit.

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G. To ensure the proper application of the Renwick Design Code and to further the development of the community, Founder wishes to subject each deed for property within the Master Plan Area to certain deed restrictions, the acceptance of which, by acceptance of a deed, shall be considered to be part of the grantee's consideration for each Parcel.

H. While the rights reserved by this instrument shall initially be reserved to the Founder during the development period, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control be continued throughout the lifetime of the community.

#### IMPOSITION OF DEED RESTRICTIONS:

The Founder hereby submits to these deed restrictions all property within the Master Plan Area described on Exhibit A (and, in accordance with Section 1.2, within any additional property which is submitted to these Master Deed Restrictions), including each separately conveyable parcel ("Parcel") which has been platted or which shall be platted, and all common areas ("Commons") created or to be created. These Deed Restrictions shall run with the land and be binding upon each owner of the Parcel, and the owner's heirs, successors and assigns (together, the "Owner") and upon the Association, whether or not these Deed Restrictions are individually recorded or noticed with each deed.

#### Article I: Definitions

1.1 Generally. The following definitions apply wherever the capitalized terms appear in these Master Deed Restrictions or in any Declaration, unless the Declaration provides a definition specific to that Declaration. To aid in understanding the relationships between terms, terms are grouped functionally. Additional terms which apply only to one article or section will be defined as they appear.

#### 1.2 Documents.

(a) Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to change.

(b) Master Deed Restrictions. These Master Deed Restrictions, which apply to all deeds granted within Renwick, are intended to ensure the proper application of the Design Code during the development stage and to impose other restrictions designed to further the development of Renwick.

(c) Declaration. Each "Declaration" shall be a Declaration of Easements, Covenants and Restrictions, which provides for the ongoing operation and maintenance of a portion of Renwick. The Neighborhood and the Village Center will each have its own separate Declaration, which will be recorded after these Master Deed Restrictions. Other portions of Renwick may have a separate Declaration as well.

(d) Supplemental Declaration. A "Supplemental Declaration" is an instrument which may be recorded by the Founder, the Association or, with the approval of the Founder or the Association, the owner of the property, all in accordance with the applicable Declaration provision to make additional property subject to any such Declaration.

(e) Design Code. The "Design Code," as further described below in Section 3.1, regulates land use, architecture and environment within Renwick.

### 1.3 Parties.

(a) Founder. The "Founder" is Ramsey Land Development, Inc., an Indiana corporation, its successors and assigns. The Founder may also be an Owner for so long as the Founder is record owner of any Parcel.

(b) Association. As further described in Section 1.5, the Neighborhood Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to the Declaration. The Village Center Declaration may also establish an Association or other management entity. The Association is responsible for maintaining the Commons and enforcing the Declaration.

(c) Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel. Owners shall not include those having such interest merely as security for the performance of an obligation.

### 1.4 Land Definitions.

(a) Renwick. "Renwick" is all of the property made subject to the Master Deed Restrictions. Renwick initially comprises the Master Plan Area. However, additional land may be added in accordance with the terms of the Master Deed Restrictions.

(b) Master Plan Area. The Master Plan Area comprises approximately 80 acres, which is that property described as Exhibit A to these Master Deed Restrictions, intended for development as a single, unified neighborhood.

(c) Neighborhood. The "Neighborhood" shall be the primarily residential portion of Renwick, which shall be subject to the Neighborhood Declaration.

(d) Village Center. The "Village Center" is intended to be the mixed-use portion of Renwick combining commercial and multi-family residential uses and shall be subject to a separate Village Center Declaration.

(e) Commons. "Commons" comprises real property or property interests within the Neighborhood or Village Center designated as Commons on any plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons.

(f) Conservancy Areas. "Conservancy Areas" are the portions of the Commons containing natural, wooded areas.

(g) Zone. "Zones" are smaller, contiguous areas within Renwick of distinct character or building type. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(h) Parcel. A "Parcel" is the smallest parcel of land which may be separately conveyed. Most Parcels will be designated as numbered, separately identifiable lots on the recorded subdivision plat which encompasses the Parcel. Once improved, the Parcel includes any buildings or other permanent improvements. Each condominium unit shall be considered a Parcel; if a portion of the building has not been declared into condominium ownership, that portion of the building shall be considered an additional Parcel. The Founder may redefine Parcels prior to sale to third parties by dividing or combining Parcels or portions of Parcels or adjusting the boundary of a Parcel.

(i) Special Use Parcel. A "Special Use Parcel" is a lot of unconventional size, shape, location or use which calls for special design considerations. Typically, a Special Use Parcel will be used for commercial, educational or institutional purposes, multi-family residential or community or recreation facilities.

(j) Residential Unit. A "Residential Unit" is any separate dwelling and ordinarily includes a kitchen. A Residential Unit shall include a detached single-family home, townhouse or other attached dwelling (such as each half of a paired villa unit), an apartment or condominium unit, and a residential dwelling within a mixed-use building.

#### 1.5 Architectural Review Definitions.

(a) Design Review Board. The "Design Review Board" is the panel established by these Master Deed Restrictions to administer the Design Code.

(b) Town Architect. The position of Town Architect, and the selection of the Town Architect, is established under these Master Deed Restrictions. As provided in these Master Deed Restrictions, the Town Architect either serves as a member of the Design Review Board or selects a similarly qualified individual to serve as a member of the Design Review Board.

(c) Design Code. The "Design Code" establishes the plan for the development of Renwick through its regulation of land use, architecture and environment, as further described in Section 3.1. The Design Code does not need to be recorded to be effective but shall be available from the Design Review Board.

(d) Development Period. The Development Period begins immediately upon recording of this instrument and continues until

- (i) six months after the Founder neither owns at least ten percent (10%) of Renwick nor holds any property for sale within Renwick in the normal course of business, or

- (ii) the Founder terminates its rights concerning the Development Period by written, recorded notice.

During the Development Period, the Founder may select the original Town Architect and any subsequent Town Architect, and shall select the remaining members of the Design Review Board.

1.6 Association Definitions.

(a) Association. The Neighborhood Declaration and the Village Center Declaration shall each establish an entity to maintain the portion of the Commons contained within the area made subject to the respective Declaration, and to enforce the Declaration. To accomplish this, the Neighborhood Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to that Declaration. The Village Center Declaration may establish either an Association or a management entity. When used in this instrument, the term "Association" may include such an entity, unless the context requires otherwise. The name of the Association is as provided in the applicable Declaration.

(b) Member. Each Owner is a "Member" of the Association, as provided in the Declaration.

(c) Board. "Board" is the Board of Directors of the Association.

(d) Articles. "Articles" are the Articles of Incorporation of the Association.

(e) Bylaws. "Bylaws" are the Bylaws of the Association.

(f) Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in the applicable Declaration.

(g) Assessments. "Assessments" is the collective term for the following Association charges:

(i) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.

(ii) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, or for Zone charges.

(iii) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.

Article II: Development  
Plan

2.1 Mixed Use.

(a) Separate Declarations. The Founder intends to develop residential, mixed-use and commercial areas within the Master Plan Area, all of which are intended to be an integral part of the community. The master plan for Renwick comprises two parts: the Neighborhood, which is the primarily residential portion; and Village Center, which brings together a mixture of commercial and residential uses. The Neighborhood and Village Center each will be submitted to separate Declarations to provide a standard of maintenance, to adopt covenants and restrictions for use of the property, and to establish for each an Association or other management entity.

(b) Cooperation. Operation of Renwick will require cooperation between the Neighborhood Association, the Village Center Association or other management entity for the Village Center, and the merchants' association, if any. It is anticipated that the entities will meet on a regular basis to discuss activities and common concerns.

2.2 Property Subject to Master Deed Restrictions.

(a) Initial Property. Property subject to these Master Deed Restrictions shall be known as "Renwick," and shall consist initially of the Master Plan Area.

(b) Additional Property. The Founder may, from time to time in its sole discretion, add any qualified property to Renwick by the recording of a supplemental instrument submitting the qualified property to these Master Deed Restrictions. Any of the following properties, if owned by the Founder (or with the consent of the owner and the Founder), shall be considered qualified properties:

- (i) property any portion of which is within one-half mile of any portion of Renwick, whether or not contiguous (including property separated from Renwick by a public street, body of water or other property); or
- (ii) any other property with a reasonable relationship to Renwick.

(c) Withdrawal of Property. Property may be removed from these Master Deed Restrictions with the consent of the Founder and the owners of all property within the property to be withdrawn, along with any necessary governmental approvals.

2.3 Submission of Property to Declaration. The Founder intends that any property within Renwick which is conveyed to a party other than the Founder be made subject to a Declaration. If through error a Declaration is not recorded prior to, or at the time of, such a conveyance, the Founder shall have the right to record a corrective instrument imposing upon such property a plan for assessments and use restrictions consistent with that agreed between the parties in the

purchase and sale agreement or other instrument, or, if no such agreement exists, consistent with other similar property within Renwick.

2.4 Master Plan. The Master Plan and conceptual drawings represent the current intent of the Founder for the development of Renwick. However, the Master Plan and conceptual drawings are subject to change and may be modified based on market conditions, governmental or engineering requirements, changing land use conditions and other modifications which may be made as development progresses.

### Article III: - Design Code

3.1 Establishment of Design Code. The Founder has established the Design Code, which comprises the following, all as may be amended from time to time:

(a) The Master Plan, which depicts the streets, Commons, and residential, commercial and civic use Parcels for the Master Plan Area;

(b) The Lot Standards, which establish setbacks, lot coverage and other similar matters;

(c) The Architectural Guidelines, which guide the design of buildings and describe the materials of which buildings may be constructed; and

(d) Landscape Guidelines, which regulate erosion control and stormwater detention, irrigation, preservation of existing trees and the planting of new trees and plants.

(e) Architectural Review Procedure with forms, which describes the review process for compliance with all of the above.

All construction within the Master Plan Area shall comply with the Design Code in effect at the time of the submittal, unless a variance is granted as provided in Section 4.3 (d).

3.2 Permitted Uses. Permitted uses for Parcels, which may include residential use, civic use, recreational use or retail, office, restaurant or other commercial use, shall be determined based on the Design Code. At the Founder's discretion, the Founder shall record the determination of permitted uses at the time of the Parcel's addition to Renwick, or at any time up to and including the time of conveyance of the Parcel to someone other than the Founder. If the Founder fails to make such a determination of record, the Design Code, or the approval of the building or modification under Article IV, may describe permitted uses. Uses may be revised by modification of the Design Code in accordance with Section 3.4; however, no such modification shall require the removal or cessation of a legally existing use on a particular Parcel without the Parcel Owner's consent.

3.3 Town Architect.

(a) Qualification. The Town Architect shall have a professional degree in architecture or urban design from an accredited university, or shall have comparable qualifications. The Town Architect must be licensed to practice in one or more states in the United States but does not need to be licensed to practice in Indiana.

(b) Selection. The Town Architect shall be selected by the Founder during the Development Period and by the Association after the Development Period ends.

3.4 Modification of the Design Code. With the consent of the Founder, the Town Architect may revise any part of the Design Code from time to time for any of the following reasons:

(a) To make changes which the Town Architect believes will better accomplish the objectives of Renwick;

(b) To include new materials or techniques deemed to be suitable to Renwick;

(c) To adjust for market conditions; or

(d) To recognize changing land use conditions over time, both from within and outside Renwick.

3.5 Applicable Governmental Codes. It is the intent of the Founder that the Design Code be consistent with all applicable requirements of state and local law. In the event of a conflict, Founder and the Town Architect shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise the Design Code.

Article IV: | Review  
                  | Procedure

4.1 Design Review Board. The Design Review Board shall have a minimum of three members as follows:

(a) Town Architect. The Town Architect shall serve on the Design Review Board or, with the consent of the Founder, shall select an architect, landscape architect or urban designer, qualified as required for the Town Architect.

(b) Founder's Appointees. The Founder shall appoint two or more members during the Development Period, as defined in Section 1.4. Founder's appointees shall serve at the pleasure of the Founder.

(c) Association's Appointees. During the Development Period but after 75% of the Master Plan Area has been developed with completed improvements, the Neighborhood Association and the Village Center Association shall each appoint one member who is not affiliated with the Founder to the Design Review Board. Such appointees shall vote only on modifications to completed improvements. After the Development Period, the Neighborhood



Association and the Village Center Association shall appoint equal numbers to the Design Review Board who shall vote on all matters before the Design Review Board. If a separate Village Center Design Review Board is formed in accordance with Section 4.7, then each Association shall appoint the members of their own Design Review Boards, which shall each have a minimum of three members. The Town Architect shall be serve on each such Design Review Board.

#### 4.2 Construction Subject to Review.

(a) Parcels. Prior to construction, the Design Review Board must review and approve construction plans and specifications for all improvements on any Parcel within the Master Plan Area. No construction on any Parcel shall begin and no improvements on any Parcel shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Founder), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by the Design Review Board.

(c) Scope. The Design Code shall set standards for all aspects of the Parcel visible from the outside, including without limitation the size, shape and architectural style of the building, its roof, windows, doors, porches and other components, placement on the lot, fences, drainage, paving and landscaping and all finish materials. The Design Code may also regulate the type, placement and number of residential or business units that may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

- (i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
- (ii) driveways, walks, patios and other ground surface materials;
- (iii) antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Parcel;
- (iv) fountains, swimming pools, whirlpools or other pools;
- (v) privacy walls or other fences and gates;
- (vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
- (vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
- (viii) signage of any type; and

- (ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any building are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design.

(e) Trees. A consistent line of trees which shade, enclose and define the street are an important part of Renwick and are part of the Design Code. Owners may be required to plant street trees on their Parcel or within Commons or public right-of-way adjacent to their Parcel, in accordance with the Design Code, to maintain street trees, and to replace street trees which die or which become damaged or diseased. The cutting, removal or intentional damage of new or existing trees (including neglect, excessive pruning or failure to use due care with equipment or when removing other trees permitted to be removed) may be regulated under the Design Code. The Design Review Board may require the relocation and replanting of trees which must be removed for construction. If particularly significant trees are found within the building setback lines, the Design Review Board shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed.

(f) Drainage. All plans shall comply with applicable drainage, water conservation, erosion control and stormwater detention requirements. No alteration of existing grade or any planting, fences or other improvements which alter the flow of water shall be permitted without the express consent of the Design Review Board.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction, must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

#### 4.3 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Design Review Board. Plans and specifications for review shall be submitted in the form required by the Design Review Board.

(b) Uniform Procedures. The Design Review Board may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Design Review Board may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Code and overall quality of design. If the Design

Review Board rejects an application due to overall design quality, despite compliance with the Design Code, the Design Review Board shall make suggestions for improving the design.

(d) Variances. The Design Review Board may grant variances from the Design Code based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Design Review Board shall make best efforts to notify the applicant of its decision within the time allowances set out in its Introduction to Design Code. However, a delay in reviewing an application shall not be deemed consent to construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Design Review Board or its agent may inspect the property during construction but has no obligation to make any such inspection.

(f) Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications and within the time limits described in Article V, the Design Review Board and Founder shall issue a Certificate of Substantial Conformance. The Certificate shall describe any areas of deficiency that need to be corrected. All fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. Upon correction of all deficiencies, the Design Review Board shall issue a Certificate of Satisfaction and Release in recordable form.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. If the Design Review Board notes noncompliance, the Owner will be required to make the necessary changes. However, the Design Review Board is not responsible for compliance with governmental requirements.

#### 4.4 Approval of Builders.

The creation of the Renwick streetscape depends on the quality of design and construction, and adherence to the Design Code. Builders must be approved by the Founder or by the Design Review Board before building in Renwick. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations, to dispose of construction debris properly and to build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in fines, forfeiture of the deposit and revocation of the right to build in Renwick.

#### 4.5 Enforcement.

(a) Fines. The Design Review Board may require the builder or Owner to post a deposit from which the Design Review Board may deduct fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Design Review Board, Town Architect, the Founder or the Association may require the Owner to resolve the dispute through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, even if the relief requested is not granted.

(c) Trees. Improper cutting, removal, lack of care or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Board, a combination of trees totaling the caliper of the removed tree. Fines shall be set by the Design Review Board.

(d) Drainage and Erosion. After reasonable notice (except in an emergency), the Founder or the Association shall have the right to enter onto a Parcel and correct improper grading or other modification to the Parcel which causes drainage or erosion problems. Such corrections shall be made at the cost and expense of the Owner of the Parcel, who shall promptly reimburse the Founder or the Association, as applicable. The Owner shall also pay or promptly reimburse the Founder or the Association, as applicable, for any fines and fees assessed by any governmental authority as a result of drainage or erosion problems on the Parcel. The Parcel shall be subject to a lien for the cost of such corrective actions and/or governmental fines and fees if not paid. The Founder or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Code may be granted in particular circumstances; however, such variances shall not create a precedent for other applications.

4.6 Liability. The Design Review Board and its inspectors are concerned primarily with aesthetic considerations, and are not responsible for compliance with governmental requirements or design or construction defects or use of materials affecting the safety or structural integrity of the building. Approval by the Design Review Board of an application shall not constitute a basis for any liability of the Town Architect, the Founder, or members of the Design Review Board, Board of Directors or Association for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements, or for the performance or quality of work of any builder or architect approved by it, or for non-compatible or unstable soil conditions or soil erosion, or any other condition of the property.

4.7 Village Center. The Founder or the Village Center Association may at any time establish a separate Village Center Design Review Board, which shall operate in the same manner, and have the same powers, as the Design Review Board established by these Master Deed Restrictions but which shall have jurisdiction over only that property within the Village Center. During the operation of such Village Center Design Review Board, the original Design Review Board shall be known as the Neighborhood Design Review Board and shall continue to review

and approve any construction or modification within the Neighborhood, while any construction or modification within the Village Center must be reviewed and approved by the Village Center Design Review Board but shall not be required to be reviewed or approved by the Neighborhood Design Review Board. If the Founder or Village Center Association fail to establish such a Village Center Design Review Board, or if such board ever ceases operation, then all construction or modification within the Village Center shall be subject to review by the original Design Review Board.

4.8 Financial Support. The Associations shall pay the Town Architect, other professionals and staff reasonable compensation for serving on the Design Review Board, as determined from time to time by the Board. All members and all professionals and staff shall be compensated for expenses. The Associations shall set the Design Review Board's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating fund for the Design Review Board to which any excess fees shall be contributed. The Design Review Board may employ personnel or contract with individuals or companies as necessary to assist in the review process.

Article V: | Covenant to Complete  
Building on Parcel

5.1 Restrictions on Building, Resale.

(a) Restriction; Purpose. To allow for community development and to discourage speculation which results in empty lots, the Owner of a Parcel must substantially complete construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Founder within a limited period of time (the "Construction Period"), as described in Section 5.2, unless the deed or other recorded instrument from the Founder releases or modifies the restriction as to that Parcel.

(b) Completion. A primary building shall be considered complete when it has received a Certificate of Substantial Conformance as described in Section 4.3, and satisfies the requirements for receiving a certificate of occupancy from the City of Bloomington.

(c) Holder of Rights. The right to enforce this Article V is held originally by the Founder, who may assign these rights at any time to the Design Review Board or to the applicable Association or management entity. The time limit for construction does not apply to any Parcels held by the Founder or any entity related to or affiliated with the Founder. At the end of the Development Period as defined in Section 1.5, all of the Founder's rights under this Article V shall be automatically assigned to the applicable Association or management entity.

5.2 Construction Time Limit: Each Lot owner agrees, as part of the consideration for a deed, to substantially complete construction of a primary building on the property, in accordance with plans and specifications approved by the Founder or other recorded document, by the date (the "Required Completion Date") noted on the deed to the Lot from Founder to the original owner. If

no date is written, the Completion Date shall be thirty (30) months from the date of the deed. The Required Completion Date shall be extended for casualty, extreme material shortages, extreme weather conditions or other significant matters beyond the builder's control.

(a) Enforcement. If Owner fails to comply with the requirements of Section 5.2 or if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then Founder shall have the following the right, but not the obligation, to repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel or the current fair market value of the Parcel, whichever is less, plus the cost or fair market value, whichever is less, of any improvements made in accordance with plans approved by the applicable Design Review Board. Any mortgage or lien on the Parcel, all closing costs for the repurchase and a resale fee of 10% shall be deducted from the amount required to be paid to Owner by Founder.

Unless Owner has obtained a Certificate of Satisfaction and Release as provided in Section 4.3, and except as provided in Section 5.4, Founder may exercise its rights against Owner at any time before the Required Completion Date or within thirty (30) months after the Required Completion Date. Founder may preserve its enforcement rights by recording, within thirty (30) months after the Required Completion Date, a lien or other notice of its intent to exercise its rights. Founder may assign any or all of its rights under this Section 5.3, and may exercise any of its rights through an assignee or other designee. The remedies provided in this section are at the Founder's option, and are not intended in any way to limit the remedies under Section 4.5.

### 5.3 Subordination to Mortgage.

(a) Effect. Founder and any designee or assignee of Founder's rights under Section 5.3 agrees to subordinate its right of repurchase to the first mortgage or deed of trust liens of an institutional lender (specifically including Fannie Mae and any bank, savings and loan association or insurance company) under the terms of this section, which shall be effective whether or not noted in the deed. A lender in granting a mortgage or other lien subject to this right of repurchase agrees to these terms. Except as described in this section, the right of repurchase by Founder or its applicable designee or assignee shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. If Founder exercises its right of repurchase while lender's mortgage or other lien encumbers the Parcel, Founder shall take the Parcel subject to the mortgage or other lien, and lender in granting a mortgage or other lien subject to this right of repurchase agrees to allow Founder or its applicable designee or assignee to repurchase the Parcel subject to the mortgage or such other lien.

(c) Mortgage Foreclosure. If lender seeks to foreclose the lien of its mortgage or other lien or accepts a deed in lieu of foreclosure before the Required Completion Date or within two (2) years thereafter and Founder has not provided a release and satisfaction of its rights as provided in Section 5.1, Founder shall be notified of the foreclosure action or conveyance. Founder's rights of enforcement under Section 5.3 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the lot.

(d) Extension. If lender has acquired title through a foreclosure or a deed in lieu, then lender may give notice to Founder that it wishes to extend the Required Completion Date. Founder shall be given thirty (30) days after such notice from lender in which to exercise a repurchase right by payment to lender of the amount obtained or bid by the lender in such foreclosure (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage or deed of trust at the time of foreclosure or deed in lieu. Founder may exercise such rights whether or not the conditions for default under Section 5.3 are met at the time the notice is given. If Founder does not exercise its repurchase right, then Founder shall grant, in recordable form, an extension of the construction period provided in Section 5.2 as follows:

- (i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.
- (ii) If construction of the primary building has begun, lender shall have a new Construction Start Date of six (6) months from the date of the foreclosure or deed in lieu, to allow lender to contract with a builder and to complete the architectural review process for any modifications to the approved plans and specifications. Lender or lender's assignee must then diligently pursue construction and substantially complete the building, including landscaping, within a reasonable time, based on the amount of completion. The amount of time to complete construction shall not exceed the time which would have been allowed under Section 5.2 (d), beginning from the new Construction Start Date.

Subject to the extended dates, Founder's rights of enforcement under Section 5.3 shall continue as a restriction on the Parcel.

5.4 Resale Restriction. If Owner (including a lender who acquires title) has not constructed a building on the Parcel in accordance with approved plans and specifications prior to reselling the Parcel, the Parcel shall remain subject to all restrictions. Except as modified under Section 5.3, the Required Completion Date shall continue to run from the closing date from Founder or other grantor to the original Owner, not the resale.

Article VI: Founder's Additional Reserved Rights

6.1 Easements in Favor of the Founder. The easements provided by this section are intended to permit the Founder to continue and complete construction of the Master Plan Area, whether or not that property is ultimately submitted to a Declaration. Furthermore, Renwick is intended to follow design principles which allow interconnectivity of streets with neighboring communities. Accordingly, the Founder hereby reserves for itself, its successors and assigns the following easements, which shall benefit all properties within the Master Plan Area and all other properties owned by Founder or its assigns which are adjacent to, or reasonably near, Renwick (including

6.2 Reservation of Exclusive Easements. Founder hereby reserves for itself and its assigns exclusive easements within all of Renwick for installation, replacement, repair and maintenance of cable and fiber optic systems. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel.

6.3 Conversion of Street Ends. Renwick is intended to follow design principles which allow interconnectivity of streets with neighboring communities. Certain streets on the Master Plan may end at the boundary of Renwick so that communities that are developed later may connect with those streets. If the neighboring property is developed in a way that interconnectivity is not possible, or if the Founder deems interconnectivity to be undesirable under the circumstances as they then exist, then the Founder reserves the right to convert the street ends to additional lots or other uses. Founder may limit connectivity to pedestrian rather than vehicular access. Founder intends to hold title to such street ends until development of the adjoining property but if Founder has inadvertently conveyed such street ends to the Association, the Association shall, upon request from Founder, convey the street ends to Founder or as directed by Founder.

6.4 Models; Sales and Management Offices. The Founder reserves for itself and its assigns the right to maintain and have access to a sales office, a management office and an unlimited number of models within Renwick. These facilities may be located on any Parcel in Renwick and may be relocated from time to time at the Founder's discretion. The sales office, management office and models may be owned by different entities, including builders and other entities unrelated to the Founder. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for Renwick. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on the Commons and on the sales office, management office and models advertising Renwick.

6.5 Commercial Use of Images. The Founder reserves the following rights:

(a) Commons. The exclusive right to grant permission for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods), and

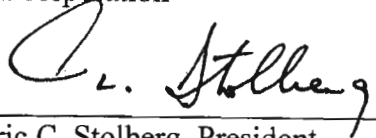
(b) Exteriors. The right to grant permission for similar reproduction of the exteriors of any other part of Renwick which can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting independent permission for any part of Renwick owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The Founder may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founder shall not be required for photography or other reproductions of the images of Renwick



Ramsey Land Development, Inc.,  
an Indiana corporation

By:

  
Eric C. Stolberg, President

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MONROE    )

Eric C. Stolberg, known to me to be the President of Ramsey Land Development, Inc., an Indiana corporation, personally appeared before me, a Notary Public, on the 25th day of October, 2005, and acknowledged the execution of the foregoing Master Deed Restrictions for and on behalf of such corporation.

County of Residence:  
MONROE

C. O. Bluth  
Notary Public

My Commission Expires:  
5-23-2008

CRUGO, Blosser  
Name Printed



This Instrument Prepared By: April R. Schilling, Locke Reynolds LLP, 201 North Illinois Street, Suite 1000, P.O. Box 44961, Indianapolis, IN 46244-0961.

639835\_3



## DESIGN CODE: Design Concepts, Lot Standards, Uses and Definitions

### I: | Architectural Guidelines

#### BUILDING MASSING

The Building Massing (width, depth and height of a building) is controlled largely by the Lot Standards for the individual lot. The building massing is to be neo-traditional in character recalling traditional architectural styles. Architectural styles are to be interpreted in proportion, detail and scale while fitting with today's lifestyle. In all cases the garage location is to be de-emphasized by locating it away from the street.

Diversity in building massing and style are encouraged to create a variety in overall streetscape.

#### FACADES

Facades must have a defined base or foundation, wall mass, and termination formed by a pitched roof or articulated cornice. In each instance appropriate to the architectural style. Front and side facades shall be of one consistent character throughout. All residential buildings must be raised above the sidewalk grade, see Lot Standards for specific heights. Material changes are allowed as described below.

- When a facade is constructed of more than one material within the same plane the material change shall occur only along a horizontal plane (not in a vertical or diagonal line). The heavier of the two materials shall always be placed beneath the lighter material.
- When a facade is constructed of more than one material along the length of the facade changes in material shall occur only at offsets in massing in the vertical plane.
- The triangular area of gabled walls may be a dissimilar material than the lower portion of the wall if appropriate to the style of the structure. Otherwise, the full height gabled wall should be finished with a consistent material.

Exterior trim, building materials and colors are to be approved. Acceptable exterior materials are brick, stone, wood, cementitious stucco, faux stucco and cementitious siding products.

Exposed foundation walls greater than 16" above grade must be covered with an approved facade material down to grade.

## PORCHES

Porches are to be consistent with the architectural style of the home. Porches may have finished ceilings, exposed beams or exposed rafters as appropriate to the house style.

Porch floors shall be wood, concrete, brick, stone or pavers finished on all exposed sides. Posts, columns and balustrades shall be wood. Railings shall be wood, steel or ornamental iron scaled appropriately to the facade. All exposed wood trim, steel or ornamental iron shall be painted.

## ENTRANCES

All primary entrances shall be highly articulated by architectural elements appropriate to the architectural style. Any such elements incorporated into the design shall be compatible with the architectural style, materials and details of the building as a whole.

The location, proportion and style of doors, sidelights, trim and transoms must be appropriate to the style. Doors may be of wood, embossed steel, fiberglass with wood veneer or masonite. Storm and screen doors shall be full view (single light or opening) without decorative trim. Front stoops (horizontal surface and steps) shall be brick, concrete, stone or pavers. All exposed edges to be finished. Side and rear stoop/steps are permitted to be detailed in wood.

## WINDOWS (Fenestration)

A critical feature of any architectural style is the window design. Fenestration shall be architecturally compatible with the building style in placement, proportion, variation in window size, materials, trim details, mode of operation (exm: double hung, casement), number of panes of glass, trim details, whether it has shutters, etc. should be consistent with the style of the structure. All of these elements are important in distinguishing the various architectural styles.

Windows shall be built of wood or vinyl. Glass shall be clear (free of color) except where stained or art glass is appropriate to the style. Glass block is not permitted. Tinted glass may be used in solariums if not visible from the public realm. Snap-in muntins are permitted in lieu of actual muntins if the surface facing the exterior is painted to match the exterior sash.

Black screening material is not permitted on windows that have outside facing screens (charcoal color is accepted). Screens mounted on the inside face of windows may be any color.

## EXTERIOR WOOD TRIM

Cornices, corner boards, rakes, pediments, window trim, balustrades, brackets and other trim features are defining characteristics of the various architectural styles and must be included in the design of the structure. Scale and detail of all trim to be appropriate to the character of the house and shall be approved.

## ROOFS

The pitch, shape and mass of a roof is critical in successfully translating an architectural style. Roof pitches must be consistent with the style of the structure. Flat roofs, if necessary to achieve a specific architectural style, are permitted if edged by a railing, parapet or cornice appropriate to that style.

- Roof materials & colors are to be approved.
- Rake details must match house style and are to be approved.
- All roof penetrations (except chimneys) must be painted to match roof color. Copper may be left natural.
- Metal gutters and down spouts are to be pre-finished, or painted, to match adjacent building materials. If gutters or down spouts are used as decorative elements they may be a contrasting color. Copper may be left natural.

#### DORMERS, GABLES, BAYS AND TOWERS

Dormers, gables, bays and towers are to match the architectural style. The proportion and detailing of dormers is critical to the successful articulation of the roof line.

High style Victorian homes, for example, often include towers and bays protruding from and above the main building mass. Location and scale of such features are to match house character in style and material.

#### CHIMNEYS

Chimneys must be placed appropriately per style of the home. Exposed surfaces of all chimneys to be brick, stone, stucco, or cementitious. Flues to be metal or tile with appropriate chimney caps.

## II: | Lot Standards

Lots are divided into five primary types, each with its own character, usage and parking requirements as follows:

CATHCART KNOLL

CAMERON ROW

HAWKSMOORE

NORA HILL

SMITHWOOD

VILLAGE CENTER

### III: | Definitions

Some special definitions are used throughout the Code:

Residential use means that the premises are intended to be used either for permanent or short-term accommodations. Residences may also be used for home-based businesses, which may be subject to additional regulation, either government or under the Declaration, regarding signage, employees, parking and other matters.

Commercial Use comprises the following:

- (a) Live/Work individual buildings per guidelines
- (b) Medical services including Doctor, Dentist, Optometrist, and Chiropractor
- (c) Veterinarian office (no kennels)
- (d) Restaurant (no drive through)
- (e) Business Services
- (f) Bike Shop
- (g) Convalescent/Rest home
- (h) Community Center
- (i) Cultural facility
- (j) Daycare Center
- (k) Walk-up ATM (no drive through)
- (l) Offices
- (m) Personal Service
- (n) Food service such as coffee/bagel, ice cream, pizza, Subway, etc. (no drive though)
- (o) Neighborhood convenience food market (no gas pump)
- (p) Drycleaners (drop off/pick up)
- (q) Light retail such as flowers, art store, gift/card shop, books/newspaper, etc.

An outbuilding is an enclosed structure, one or two stories in height, which is secondary to, and detached from, the main building on the lot. A typical outbuilding would be a garage, a guest house, or a garage with a second-story apartment or office.

The right of way line is the boundary between the publicly-owned street and the lot. The paved street is narrower than the right of way, which includes sidewalks and a planting area for trees.

The facade is the vertical surface of a building which is set parallel to a setback line; the main entrance to the building is on the facade. The elevation is the vertical surface of a building facing any other lot boundary.

The setback establishes the distance between the right of way and a facade, or between a boundary line and an elevation. Setbacks may be a mandatory distance, usually called a build-to line; the building must be placed exactly that distance from the boundary. Other setbacks are

expressed as a minimum distance; the building may be placed further away from the boundary but no closer.

- The setback for a facade establishes a mandatory line upon which the facade must be placed.
- As attached buildings are to be placed on the side boundary line, the side setbacks for such elevations are a mandatory zero distance on the common lot line.
- Other setbacks are expressed as a minimum distance; the elevation may be placed further from the boundary but no closer.

Setbacks are measured to the exterior wall of the structure. Roofs may overhang the property setback as shown on the graphic portion of this Code. Corner Lots shall hold clear a view triangle defined by the intersection of the sidewalk curbs and two points 25 feet from the intersection of the sidewalk curbs extended.

Lot coverage is the maximum area of the lot that may be occupied by an enclosed structure. Open porches and open connecting structures are excluded from the calculation.

Whenever a building height is to be measured from grade, grade shall be determined at the midpoint of the lot along the front property line. Variances may be granted for lots with an unusual amount of slope.

Other terms are defined as they appear in the Code.



Lot #\_\_\_\_

# RENWICK

## Application for Preliminary Review

To be completed by the applicant:

Date: \_\_\_\_\_

Owner: \_\_\_\_\_  
Name(s)

Lot # \_\_\_\_\_

\_\_\_\_\_ Mailing address for all correspondence Street Name: \_\_\_\_\_

\_\_\_\_\_ City State Zip

(\_\_\_\_\_) \_\_\_\_\_  
Daytime telephone number(s)

Architect or Designer: \_\_\_\_\_

Name(s)

\_\_\_\_\_ address for all correspondence

Mailing

\_\_\_\_\_ City State Zip

(\_\_\_\_\_) \_\_\_\_\_  
Daytime telephone number

To be completed by the Review Board:

Date Reviewed: \_\_\_\_\_

Comments:

*Submitted:*

- Site Plan
- Floor Plan 1/8" Scale
- Elevations( All Street Frontages)
- Drawings/Perspectives (Optional)

# RENWICK

## Application for Final Review

To be completed by the applicant:

Date: \_\_\_\_\_

Owner: \_\_\_\_\_

Name(s)

Lot # \_\_\_\_\_

To be completed by the applicant if changed since Preliminary Review:

\_\_\_\_\_ Mailing address for all correspondence

\_\_\_\_\_ Street Name: \_\_\_\_\_

\_\_\_\_\_ City

\_\_\_\_\_ State

\_\_\_\_\_ Zip

\_\_\_\_\_ Lot Type: \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_

Daytime telephone number(s)

*Architect or*

*Designer:* \_\_\_\_\_

Name(s)

\_\_\_\_\_ address for all correspondence

Mailing

\_\_\_\_\_ City

\_\_\_\_\_ State

\_\_\_\_\_ Zip

(\_\_\_\_\_) \_\_\_\_\_

Daytime telephone number

To be completed by the Review Board:

Date Reviewed: \_\_\_\_\_ Submitted: \_\_\_\_\_

Approved  Disapproved  
window/door schedule

Form B

Comments:  cutsheets

Survey

Staked on ground?

Flag trees for removal?

Site Plan; Scale: 1"=20'

Foundation Plan

Floor Plan

Elevations( All)

Landscape plan(2wks Prior to  
Landscaping)

Other: \_\_\_\_\_

# RENWICK

## Construction Specifications Form

To be completed by the applicant's architect, builder, or designer:

Date: \_\_\_\_\_

Owner: \_\_\_\_\_  
Name(s) Lot #\_\_\_\_\_

Architect, Builder or Designer: \_\_\_\_\_  
Name Street Name

- Exterior Building Walls, Garden Walls and Fences (mark all that apply):
  - Stone (Specify: \_\_\_\_\_)  
(Mortar Color: \_\_\_\_\_ Type Joint: \_\_\_\_\_)
  - Brick (Specify: \_\_\_\_\_)  
(Mortar Color: \_\_\_\_\_ Type Joint: \_\_\_\_\_)
  - Stucco (Specify: \_\_\_\_\_)
  - Cementitious (Specify: \_\_\_\_\_)
  - Horizontal wood clapboard no more than 6' to the weather (building walls only)
  - Cedar shingles no more than 6' to the weather (building walls only)
  - Vertical wood board and batten, 8" boards only (building walls only)
  - Wood lattice (maximum spacing 3")
  - Wood Pickets (fences only; attach pattern drawing)
  - Wrought Iron (fences only; attach pattern drawing)

Samples must be provided upon request by Review Board.

2. Piers, posts and columns:  
type material: \_\_\_\_\_

3. Drives and Entries, Walkways:  
type material: \_\_\_\_\_

4. Door, window and corner trim:  
type material: \_\_\_\_\_  
size: \_\_\_\_\_

5. Exterior Doors: (Cut Sheets to Include)  
type material: \_\_\_\_\_  
manufacturer: \_\_\_\_\_  
style: \_\_\_\_\_  
color/finish: \_\_\_\_\_

6. Garage Doors: (Cut Sheets to Include)  
type material: \_\_\_\_\_  
manufacturer: \_\_\_\_\_  
style: \_\_\_\_\_  
color/finish: \_\_\_\_\_

7. Windows:  
type material: \_\_\_\_\_  
manufacturer: \_\_\_\_\_  
style: \_\_\_\_\_  
color/finish: \_\_\_\_\_

8. Roofing:  
type material: \_\_\_\_\_  
manufacturer: \_\_\_\_\_  
style/color: \_\_\_\_\_

Samples must be provided upon request by Review Board.

11. Exterior Lighting:  
manufacturer: \_\_\_\_\_  
style: \_\_\_\_\_

Cut sheets must be attached and schedule furnished for all exterior fixtures and their locations.

12. Other:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the best of my knowledge, the above statements are true.

\_\_\_\_\_  
Architect's, Builder's or Designer's Signature

# RENWICK

## Pre-Construction Meeting

*To be completed by the applicant and builder:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Owner:* \_\_\_\_\_  
Name(s)

Lot # \_\_\_\_\_

\_\_\_\_\_  
Mailing address for all correspondence

Street Name \_\_\_\_\_

\_\_\_\_\_  
State Zip

Lot Type \_\_\_\_\_ City

(\_\_\_\_\_) \_\_\_\_\_  
Daytime telephone number(s)

*Contractor:*

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Mailing address for all correspondence

\_\_\_\_\_  
City State Zip

(\_\_\_\_\_) \_\_\_\_\_  
Daytime telephone number

The Owner and Builder, hereby notify the Review Board that they plan to begin construction with the approved plans and specifications for the above lot.

Contractor certifies that he is an approved contractor in good standing with the developer of Renwick, and hereby affirms the representations and agreements made in the Contractor Application on file with the Review Board.

Owner and Contractor agree that the Review Board or its agent may inspect the construction site at any time and shall have all rights under recorded instruments and the various documents of the Design Approval Process to stop any construction not performed in a safe and workmanlike manner in accordance with the approved plans and specifications. Owner and Contractor recognize and agree that any changes to the approved plans and specifications must be approved in advance by the Review Board.

Owner and Contractor recognize and agree that the Review Board, the developer of Renwick and its agents and employees are concerned primarily with aesthetic considerations and are not liable for any design or construction defects affecting the safety or structural integrity of the home to be constructed on the lot.

\_\_\_\_\_  
Owner's Signature  
\_\_\_\_\_

Contractor's Signature

# RENWICK

## Major Change Application

To be completed by the applicant or builder:

Date: \_\_\_\_\_

Owner: \_\_\_\_\_

Name(s)

Lot #\_\_\_\_\_

\_\_\_\_\_ Mailing address for all correspondence

\_\_\_\_\_ Street Name:\_\_\_\_\_

\_\_\_\_\_ City

\_\_\_\_\_ State

\_\_\_\_\_ Zip

\_\_\_\_\_ Lot Type:\_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_

Daytime telephone number(s)

*Architect or*

*Designer:* \_\_\_\_\_

Name(s)

\_\_\_\_\_ address for all correspondence

Mailing

\_\_\_\_\_ City

\_\_\_\_\_ State

\_\_\_\_\_ Zip

(\_\_\_\_\_) \_\_\_\_\_

Daytime telephone number

*Brief Description of Proposed Change:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (Attach letter of intent with more complete description if necessary, along with all drawings, site plan, materials cut sheet or sample as necessary to adequately show change.)

To be completed by the Review Board:

Date Reviewed: \_\_\_\_\_

Approved  Disapproved

Comments:

Submitted:

Letter of Intent

Drawings

Site Plan

Cut Sheet

Sample

Other:\_\_\_\_\_

# RENWICK

## Application for Final Review

To be completed by the applicant:

Date: \_\_\_\_\_

Owner: \_\_\_\_\_

Name(s)

Lot # \_\_\_\_\_

To be completed by the applicant if changed since Preliminary Review:

\_\_\_\_\_ Mailing address for all correspondence

\_\_\_\_\_ Street Name: \_\_\_\_\_

\_\_\_\_\_ City

\_\_\_\_\_ State

\_\_\_\_\_ Zip

\_\_\_\_\_ Lot Type: \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_

Daytime telephone number(s)

*Architect or*

*Designer:* \_\_\_\_\_

Name(s)

\_\_\_\_\_ address for all correspondence

Mailing

\_\_\_\_\_ City

\_\_\_\_\_ State

\_\_\_\_\_ Zip

(\_\_\_\_\_) \_\_\_\_\_

Daytime telephone number

To be completed by the Review Board:

Date Reviewed: \_\_\_\_\_ Submitted: \_\_\_\_\_

Approved  Disapproved  
window/door schedule

Form B

Comments:  cutsheets

Survey

Staked on ground?

Flag trees for removal?

Site Plan; Scale: 1"=20'

Foundation Plan

Floor Plan

Elevations( All)

Landscape plan(2wks Prior to  
Landscaping)

Other: \_\_\_\_\_



# RENWICK

## Construction Specifications Form

To be completed by the applicant's architect, builder, or designer:

Date: \_\_\_\_\_

Owner: \_\_\_\_\_  
Name(s) Lot #\_\_\_\_\_

Architect, Builder or Designer: \_\_\_\_\_  
Name Street Name

- Exterior Building Walls, Garden Walls and Fences (mark all that apply):
  - Stone (Specify: \_\_\_\_\_)  
(Mortar Color: \_\_\_\_\_ Type Joint: \_\_\_\_\_)
  - Brick (Specify: \_\_\_\_\_)  
(Mortar Color: \_\_\_\_\_ Type Joint: \_\_\_\_\_)
  - Stucco (Specify: \_\_\_\_\_)
  - Cementitious (Specify: \_\_\_\_\_)
  - Horizontal wood clapboard no more than 6' to the weather (building walls only)
  - Cedar shingles no more than 6' to the weather (building walls only)
  - Vertical wood board and batten, 8" boards only (building walls only)
  - Wood lattice (maximum spacing 3")
  - Wood Pickets (fences only; attach pattern drawing)
  - Wrought Iron (fences only; attach pattern drawing)

Samples must be provided upon request by Review Board.

2. Piers, posts and columns:  
type material: \_\_\_\_\_

3. Drives and Entries, Walkways:  
type material: \_\_\_\_\_

4. Door, window and corner trim:  
type material: \_\_\_\_\_  
size: \_\_\_\_\_

5. Exterior Doors: (Cut Sheets to Include)  
type material: \_\_\_\_\_  
manufacturer: \_\_\_\_\_  
style: \_\_\_\_\_  
color/finish: \_\_\_\_\_

6. Garage Doors: (Cut Sheets to Include)  
type material: \_\_\_\_\_  
manufacturer: \_\_\_\_\_  
style: \_\_\_\_\_  
color/finish: \_\_\_\_\_

7. Windows:  
type material: \_\_\_\_\_  
manufacturer: \_\_\_\_\_  
style: \_\_\_\_\_  
color/finish: \_\_\_\_\_

8. Roofing:  
type material: \_\_\_\_\_  
manufacturer: \_\_\_\_\_  
style/color: \_\_\_\_\_

Samples must be provided upon request by Review Board.

11. Exterior Lighting:  
manufacturer: \_\_\_\_\_  
style: \_\_\_\_\_

Cut sheets must be attached and schedule furnished for all exterior fixtures and their locations.

12. Other:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the best of my knowledge, the above statements are true.

\_\_\_\_\_  
Architect's, Builder's or Designer's Signature