



Timber Ridge HOA

Abridged Rules Covering the Timber Ridge HOA
For All Residents
Revised 06/2019

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Privacy and Convenience are best achieved when people live together with mutually agreed upon understandings. *The rules are based upon provisions of the By-Laws of Declaration of the Timber Ridge Homeowners' Association ("Board"). We expect that you and your neighbors comply with the following guidelines designed to help maintain community appearance and tranquility. Unless otherwise noted, failure of any residents in a unit to comply with the following rules will subject the owner to a fine of \$50 per day per infraction.*



PARKING

Timber Ridge parking is for personal, non-commercial vehicles only. Moving trucks, for moving purposes, are permitted to park at Timber Ridge for up to 48 hours at a time, no more than 4 times per month. Other commercial and/or oversized vehicles may not park on premises without preapproval from HOA Board (contact TEMPO to request permission). No vehicles over 20,000 lbs may be regularly parked on the premises. One designated parking place per unit is marked by the unit number painted on the curb. Service providers (utility, repair, etc). Should park in the numbered/reserved parking spot of the owner if possible, or in unnumbered spaces. The violation of the rules may result in a \$50 fine per day for oversized/commercial vehicles left on premises beyond the 48 hours allowed for moving.



PETS

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in the Common Areas, except that dogs, cats, or customary household pets may be kept on a Lot, provided that such pet is not kept, bred, or maintained for any commercial purpose, and does not create a nuisance. An owner shall be fully liable for any damage to the Common Areas caused by their pet. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon three (3) days' written notice from the Board to the respective Owner. Pets must have collars with identifying information and meet all animal control requirements and must be kept on a leash when outside of your residence. Pets must be attended at all times and must not be left tied up outside. Pets are not to be left on back decks or front porches. Pick up your dog's waste (there are doggie waste bins provided).



COMPLIANCE

No activity shall be conducted at Timber Ridge that may become an annoyance or a nuisance to other residents and their guests or to the neighborhood in general. Nothing shall be done or kept in any Lot or in the Common Areas that will cause an increase in the rate of insurance on any building or the contents thereof. No Owner shall permit anything to be done or kept in their Lot or in the Common Areas that will cause a cancellation of insurance on any building or contents thereof, or which would be in violation of any law or ordinance.



TRASH

Trash is to be placed INSIDE the dumpsters and contained in trash bags. Do not dump loose trash in the dumpsters. Lift the back dumpster lid for additional loading if the front of the dumpster is full. PLEASE do not litter the ground outside of your residence or the common areas. Pick-up of large items and trash from remodeling and major cleanup of units is to be separately arranged by owner or individual management company.



ENTRYWAYS & COMMON AREAS

Entrances, porches, sidewalks, and other common areas in or about the building are to be used for the purpose of ingress and egress only. No object of any kind, including trash, shall be left or stored in the common areas. Bicycles, patio furniture, covered recycling bins, and grills may be kept on porches, balconies, and patios. All other items so located must be pre-approved by the management company. Porches, balconies, and patios must be kept clean and neat at all times. Hoses may also be kept on porches, balconies, and patios. When not in use, they must be kept tidy on a hose reel. From November 1st to March 1st of any year, hoses must be disconnected from the spigot while not in use to prevent freezing of pipes and damage to structure.



PLANTINGS

Any individual requests for plants or landscaping in the flower mulch beds must be presented in writing to the Board and must be approved by the Board before any work is undertaken. Container plantings on porches and decks are welcome as long as they are maintained properly. Association has the right to remove any individual plantings in Common Areas, including porches, with 48 hours notice of the need to do so.



NOISE

Please remember that you are living in close quarters. Your help in keeping the common areas quiet will make for more enjoyable surroundings for everyone. Timber Ridge strictly adheres to the City of Bloomington Noise Ordinance so that no noise that comes from your unit should be heard from adjoining properties or common areas from 9pm to 7am. In addition to fines, repeat offenders will be reported to the police.



EXTERIOR ATTACHMENTS

No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of any building. No sign, awning, canopy, shutter, or other attachment shall be affixed to or placed upon the exterior walls, roof, or any other parts of any building without prior consent of the Board.



WINDOWS

All windows must be white in color and have a cross-hatch grille. Windows must have blinds or curtains in good repair that are a neutral color so that the exterior of the windows presents a uniform look. Report any broken windows or screens to the owner or manager of your unit.



DOORS

All doors shall remain the same neutral color to maintain a uniform look. If your front entry door needs to be repainted, notify the homeowners' association. Effective as of May 8, 2010, replacement windows and patio doors are to be white. You do not have to replace any windows or doors until they need replaced. All installation of replacement windows and doors needs to be done in a neat and professional manner as to not damage the structure and assure that proper sealing is achieved to prevent water damage to the structure. If proper installation is not performed, all costs of repairs will be the responsibility of the owner.



SATELLITE DISHES/ANTENNAS

Please refer to the Timber Ridge policy on Over The Air Reception Devices.



HUNTING

No hunting is allowed on Timber Ridge property.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

TIMBER RIDGE

THIS DECLARATION, made on the date hereinafter set forth by Ramshead Corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Monroe County, Indiana, which is more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof, and known as "Timber Ridge".

NOW, THEREFORE, Declarant hereby declares that all of the properties described on Exhibit "A" as "Timber Ridge" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the properties, and which shall run with, the real property described on Exhibit "A" known as "Timber Ridge", and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. NAME

This subdivision shall be known and designated as Timber Ridge, a subdivision located in Monroe County, Indiana.

2. DEFINITIONS

2.1 "Association" shall mean and refer to Timber Ridge Homeowners Association, Inc., an Indiana not-for-profit corporation to be formed or its successors and assigns.

2.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, as defined in Section 6 of this Article, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation such as mortgages.

2.3 "Properties" shall mean and refer to the real estate described on Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to the terms hereof.

2.4 "Plat" shall mean and refer to the subdivision plat or plats of the Properties recorded in the Office of the Recorder of Monroe County, Indiana, as the same may be hereafter amended or supplemented.

2.5 "Driveway Easements" shall mean and refer to the surface easements for ingress and egress appurtenant to the Lots and shown as shaded areas on the Plat.

2.6 "Lot" shall mean and refer to any parcel of land shown upon the Plat as recorded, with the approval of the Planning Department, City of Bloomington, to define specific lot lines. With respect to any single-family portion of any Building that may be constructed on a part of more than one of such parcels, "Lot" shall mean and refer to the real estate conveyed in connection with such dwelling unit as designated on the Plat of the Properties.

2.7 "Building" shall mean and refer to any multi-family dwelling unit that may be constructed on more than one Lot.

2.8 "Declarant" shall mean and refer to Ramshead Corporation, their successors and assigns as a declarant.

2.9 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

2.10 "Roadway" shall mean and refer to the streets shown on the recorded plat of the Properties.

2.11 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of Lot Owners and described in the plat of Timber Ridge as recorded in the office of the Recorder of Monroe County, Indiana, less numbered Lots and named, public dedicated streets.

2.12 "Limited Common Area". The limited common areas are part of the common areas serving exclusively a building or single family residential structure as an inseparable appurtenance thereto, including specifically, but not by way of limitation, balconies, patios, storage areas, and such portion of the perimeter walls, floors, and ceilings, doors, vestibules, windows and entryways, and all associated fixtures and structures therein as lay outside the unit boundaries.

2.13 "Votes of Membership". Whenever a vote of membership of the Association is called for herein, such vote shall be the vote of the majority of the members present at a meeting at which the quorum requirements are met.

3. LOTS

3.1 Number of Lots. This subdivision consists of 116 Lots.

3.2 Land Use. All Lots shall be used exclusively for residential purposes.

3.3 Conveyance of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.

4. ACCESS RIGHTS OF ASSOCIATION

Certain utility lines, sewer, party walls and other facilities and other improvements located on one Lot may serve other Lots. The Association and any member thereof whose enjoyment of the use and occupancy of his Lot is affected thereby shall have an easement thereto and shall have the right, at reasonable times and at any time in case of emergency, to go upon any other Lot for the purpose of maintaining or causing to be maintained or repaired any party walls, utility lines, sewer or other facilities which serve more than one Lot.

If any owner shall fail to adequately maintain the open area included within his Lot, the Association upon the giving of ten (10) days written notice to such owner, shall have the right to enter upon such open area and do any necessary maintenance thereon. The cost of such maintenance shall be a special assessment against such Lot and the owner thereof.

The Association shall have any easement for access to all Lots for ingress and egress as reasonably required by its officers, directors, employees, and their agents and independent contractors, in order to perform its obligations and duties as set forth in this Declaration. These easements are also reserved for the benefit of Declarant so long as Declarant owns any Lot.

5. ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

5.1 Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

5.2 The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of either of the following events:

5.2.1 when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

5.2.2 On _____, 198__.

5.3 The Owners shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association. When any action is required to be taken by the Association herein, it shall be taken by the Board of Directors of the Association, acting for the Association.

6. COVENANT FOR MAINTENANCE ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges; (2) special assessments for capital improvements and operating deficits; and (3) special assessments as provided in Article IV and Article IX; such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property or Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly

assumed by them, but the lien therefore shall remain until foreclosed or released.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety, and welfare of the residents in the Properties and for the improvements, maintenance and other purposes as provided herein.

6.3 Maximum Monthly Assessments.

6.3.1 Until _____, 198__, the maximum monthly assessment on any Lot (not including assessments for insurance pursuant to Article IX) shall be Twenty-nine Dollars (\$29.00) per Lot, except that if a Lot is undeveloped or construction of the residential unit thereon is incomplete and no certificate of occupancy or its equivalent has been issued for such Lot, the maximum monthly assessment for such Lot shall be twenty-five percent (25%) of the monthly assessment applicable to other Lots.

6.3.2 From and after _____, 198__, the maximum monthly assessment may be increased each calendar year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

6.4 Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, with or without a quorum.

6.5 Notice and Quorum for any Action Authorized Under Sections 6.3 and 6.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.3 or 6.4 shall be delivered to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Notice may be hand delivered to members by leaving the notice at each Lot.

6.6 Uniform Rate of Assessment. Both monthly and special assessments for capital improvements and operating deficits must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

6.7 Date of Commencement of Monthly Assessments: Due Dates. The monthly assessment provided for herein shall commence for each Lot on _____, 198__, or thirty (30) days following the first conveyance of a Lot by Declarant, whichever occurs later, and the insurance assessment provided for in Article IX shall commence as to each Lot also on the first day of the first month following the conveyance of such Lot to an owner. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

6.8 Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment (or monthly installment of such assessment, if applicable) is not paid on the date when due (pursuant to Section 7 hereof), then the entire unpaid assessment shall become delinquent and shall become, together with such interest thereon and cost of collection thereof as hereinafter provided, a continuing lien on such Lot, binding upon the then owner, his heirs, devisees, successors and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate which is two percent (2%) over the average prime rate charged by Indiana National Bank, American Fletcher National Bank, and Merchants National Bank, all of Indianapolis, Indiana; and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee

to be fixed by the court, together with the costs of the action.

No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

6.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or of a second mortgage when proceeds applied to purchase a Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

7. DECLARANT'S RIGHTS

7.1 Use of Property. Declarant reserves the right to use any of the Lots as models and to sell, assign or conduct other businesses in connection with the construction and development of the project from any of such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain a model, erect signs, maintain an office, staff the office with employees, and to show Lots then unsold. Declarant retains the right to be considered an owner of any Lot that remains unsold. Declarant also reserves the right to make changes in the location or manner of construction of buildings and other improvements.

7.2 Amendment of Declaration to Comply With Government Requirements. In the event that amendment of this Declaration shall be required by the Department of Housing and Urban Development, Veterans Administration, Federal Housing Administration or similar agency in order to qualify the project under applicable regulations for mortgage financing or other programs, then Declarant shall have the right, without consent of any owner, to execute and place such an amendment to this Declaration of record so long as Declarant holds title to any Lot.

8. MAINTENANCE

8.1 Maintenance by Owners.

8.1.1 Interior. The owner of each Lot shall furnish and be responsible for, at his own expense, all

maintenance, repairs, decorating and replacements within his residence, including the heating and air conditioning system and any partitions and interior walls. He further shall be responsible for the maintenance, repair and replacement of all windows in his residence and also the doors leading into the residence, and any and all other maintenance, repair, and replacements of the improvements on his Lot unless otherwise provided herein. The owner of each Lot shall take the trash, garbage and refuse to the area designated for refuse collection on the final plat of the planned unit development and not allow such to accumulate on or about any Lot or Common Area.

8.1.2 Equipment, Facilities and Fixtures. To the extent that equipment, facilities and fixtures within any Lot shall be connected to similar equipment, facilities or fixtures affecting or serving other Lots, then the use thereof by the owner of such Lot shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors or the manager or managing agent for the Association shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to any equipment, facilities or fixtures affecting or serving other Lots.

8.2 Maintenance of Roadway and Driveway Easements. The Association shall be responsible for the maintenance, repair and repaving of all Roadway and Driveway Easements and for the maintenance and repair of any pedestrian walkway or sidewalk constructed or to be constructed within any Roadway or Driveway Easement or upon the Common Area.

8.3 Exterior Maintenance Obligations of Association with Respect to Lots. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. (Such exterior maintenance shall not include glass surfaces, screens and screen doors, exterior door and window fixtures and other hardware and patios.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, as determined by the Board of Directors of the Association, and not covered or paid for by insurance on such Lots, the cost of such maintenance or

repairs shall be added to and become a part of the assessment to which such Lot is subject.

9. INSURANCE

9.1 Casualty Insurance. The Association shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Properties in an amount consonant with the full replacement value of the improvements excluding all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by any owner and excluding any personal property owned by any owner whether located on a Lot or elsewhere. If the Association can obtain such coverage for reasonable amounts it shall also obtain "all risk" coverage. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Association, it may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the monthly maintenance assessment for each Lot. Such insurance coverage shall be for the benefit of each owner, and, if applicable, the Mortgagee of each owner.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted.

9.2 Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing, all Owners and all other persons entitled to occupy any Lot.

The Association shall also obtain any other insurance required by law to be maintained, including but not limited

to workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association. Each owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Association.

9.3 Monthly Assessment for Insurance. The premiums for all such insurance hereinabove described shall be paid by the Association and the pro rata cost thereof based upon square feet of living area including garages but excluding basements, shall be assessed on a monthly basis and shall be in addition to the monthly assessment to which each Lot conveyed by Declarant shall be subject under the terms and provisions of Article VI. Each owner shall prepay the Association at the time his Lot is conveyed to such owner an amount equal to thirteen (13) monthly insurance assessments as estimated by the Association and shall maintain such prepayment account at all times. The Association shall hold such funds in escrow for the payment for the purchase of insurance as herein provided; provided further that such funds may be used for the prepayment of insurance premiums. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

9.4 Distribution to Mortgagee. In no event shall any distribution of proceeds be made by the Board of Directors directly or an owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the owner and the Mortgagee jointly.

9.5 Additional Insurance. Each owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his personal property, the contents of his residence (including, but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him) and his personal property stored elsewhere on the Properties, and for his personal liability, but all such insurance shall contain the same provisions for waiver

of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association. Each owner may obtain casualty insurance at his own expense upon his Lot, but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable in the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an owner under this paragraph, the owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

9.6 Casualty and Restoration. Damage to or destruction of any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose.

9.7 Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Building or Buildings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a special assessment against all Lots for such deficiency.

For the purposes of Section 6 above, repair, reconstruction and restoration shall mean construction or rebuilding of the Building or Buildings to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same type of architecture.

9.8 Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Properties, or, in the discretion of the Board of Directors, may be distributed to the Owners of the Buildings affected and their Mortgagees who are the beneficial Owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another owner for committing willful or malicious damage.

10. EASEMENTS

10.1 Utility & Drainage Strips. There are strips of ground marked "Utility & Drainage Strips" ("U.D.S.") shown on the Plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines, wires and the like. The Owners of Lots shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created. No permanent structure of any kind, and no part thereof, including fences, shall be built, erected or maintained on said drainage, utility and sewer easements except walkways and paving on the Driveway Easements.

10.2 Roadway and Driveway Easements. Roadway and Driveway Easements as specified in Article II, Section 5, and Article II, Section 10, are hereby reserved for the common use and enjoyment of the Owners of the Lot or Lots appurtenant thereto, their families and invitees. Such Roadway and Driveway Easements shall not be used for parking of trucks or other commercial vehicles, except temporarily or incidentally for the making of pickups and deliveries to neighboring Lots. No boats, campers, trailers, velocipedes, bicycles, toys, inoperative vehicles, vehicles under repair or other private property shall be allowed to obstruct any Roadway or Driveway Easement, nor shall the same be stored in the open alongside building walls or other locations of public view. Cars, trucks and other vehicles shall not be parked on the paved portion of any Roadway or Driveway Easements so as to impede access from or to any Lot or public street and except in areas designated for parking by the Association. No fence, barrier or other obstruction of any kind shall ever be placed upon any Roadway or Driveway Easement so as to block or impede access upon such easement. The Association may assign parking places to the owner of each Lot. Such parking spaces shall be properly paved and appurtenant to a Driveway Easement. Ownership of each Lot shall entitle the owner or Owners thereof to the use of not more than one (1) automobile parking space, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one (1) vehicle parking space for each dwelling. The Association may construct additional parking areas (to be properly surfaced) within the area noted on the Plat (subject to any necessary governmental or utility approvals) or upon any other Lot or Lots with the consent of the owner thereof and provide access to a Driveway Easement or a Roadway, provided such additional parking areas shall not be located within ten (10) feet of a Building. The Association shall be

responsible for the maintenance and repair of any parking areas constructed by Declarant or the Association. All Owners shall have reciprocal rights to any additional parking areas established by the Association subject to any reasonable and nondiscriminatory rules and regulations enacted by the Association.

10.3 Easement for Emergency Purposes. An easement is hereby granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private, over and upon the Roadway and Driveway. Easements and, to the extent necessary or appropriate, upon any Lot.

11. PARTY WALLS

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

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

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

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

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

12. ARCHITECTURAL CONTROL

Except for original construction by Declarant or a builder, no out-building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, other than by the Board of Directors, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefor as above provided.

13. SIGNS, PETS AND HOME OCCUPATIONS

13.1 Signs. No advertising signs of any kind (other than interior window signs) shall be displayed on any Lot without the prior written approval of the Board of Directors of the Association. Further, no signs of any nature, kind or description shall be erected, placed or maintained on any Lot which identify, advertise or in any way describe the existence or conduct of a home occupation.

13.2 Home Occupations. No home occupation shall be conducted or maintained on any Lot other than one which is incidental to a business, profession or occupation of the owner or occupant of any such Lot and which is generally or regularly conducted in another location away from such Lot and which does not create a nuisance or interfere with the residential nature of the subdivision.

13.3 Advertising During Construction and Sales Period. Nothing contained herein shall be construed or interpreted to affect the activities of Declarant or builder in the sale of Lots or single-family dwellings as a part of the development of this Subdivision.

13.4 Pets. Only common household pets may be kept by any Owner. No large pets may be kept, nor shall any pet cause any nuisance or interfere with the peace, safety or comfort of any other Owner. The Association may adopt rules concerning pets for protection of the general health, safety and welfare of all Owners.

13.5 Timeshare. No Lot or any portion thereof shall be subdivided and sold off in any increment measured by time or period of time.

14. ENCROACHMENTS AND EASEMENTS FOR BUILDINGS

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

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

15. GENERAL PROVISIONS

15.1 Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the persons in ownership from time to time of the Lots and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

15.2 Amendment. This Declaration may be amended or changed at any time within twenty (20) years following the date of recordation by an instrument recorded in the Office of the Recorder of Monroe County, Indiana, signed by ninety percent (90%) of the then Owners and thereafter by a similar recorded instrument signed by at least ninety percent (90%) of such Owners; provided, however, none of the rights of Declarant reserved hereunder may be amended or changed without Declarant's prior written approval. This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date of recordation in the office of the Recorder of Monroe County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten-year (10) period it is amended or changed in whole or in part as hereinabove provided. Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way

effect any of the other provisions hereof, but the same shall remain in full force and effect.

15.3 Annexation. Additional residential property may be annexed to the Properties by the Declarant with the consent of the Association by the recording of a declaration applicable to such annexed real estate which incorporates the terms of the Declaration herein.

16. Professional Management

16.1 Requirement for Professional Management. The Common Areas shall at all times be managed by a qualified professional management service or agency. For the purposes of this Article, the Declarant is deemed to be a qualified professional management service. Said professional management service shall perform its duties under contract with the Association, provided that any such contract shall not exceed One (1) year and may be renewable by agreement of the parties for successive One (1) year periods. Such contract must contain a provision for termination by the Association of the services of the professional management service for cause upon Thirty (30) days written notice thereof. The right of the Declarant pursuant to this Section shall not inure to the successors or assigns of the original Declarant, Ramshead Corporation.

16.2 Duties. Any professional management service shall be responsible for the management and maintenance of the Common Areas and facilities, collection of assessments, payment of charges to the Association, within the budget adopted by the Association, and such other duty as may from time to time be contracted for by the Association.

16.3 Continuation of Services. In the event that any contract with any professional management service or agency shall be terminated for cause, or otherwise, the Association shall immediately undertake to enter into a subsequent contract for professional management services as set forth in this Article. In the event that a replacement professional management service has not been contracted with to assume the duties of the terminated professional management service immediately upon the termination of the prior contract, then, in that event, the Association will send written notice of such fact to all Mortgagees.

16.4 Management by Association. The Association may not assume self-management of the Common Areas and facilities except upon vote of Two-thirds (2/3) of each class of voting

membership and then only with the prior written approval of all Mortgagees.

IN WITNESS WHEREOF, Ramshead Corporation has caused this Declaration to be executed this _____ day of _____, 1983

RAMSHEAD CORPORATION

BY _____
D. Eugene Rubeck, President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, personally appeared D. Eugene Rubeck, the duly elected President of Ramshead Corporation, who being duly sworn under oath stated that the matters set forth are true and accurate to the best of his knowledge and belief and acknowledged the execution of the foregoing Declaration.

WITNESS my hand and Notarial Seal this _____ day of _____, 1983

Notary Public

Printed Name

My Commission Expires: _____

My County of Residence is: _____

This Instrument was prepared by Lynn H. Coyne, Esq., BUNGER, HARRELL & ROBERTSON, 226 South College Square, P.O. Box 787, Bloomington, Indiana, 47402-0787.

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09/27/2011 01:56:26P 8 PGS
Jim Fielder
Monroe County Recorder IN
Recorded as Presented

November 20, 2007

**AMENDED AND RESTATED
CODE OF BY-LAWS OF
TIMBER RIDGE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is **TIMBER RIDGE HOMEOWNERS ASSOCIATION, INC.**, an Indiana nonprofit corporation (hereinafter the "Association"). The principal office of the Association shall be located at Timber Ridge Homeowners Association, P.O. Box 2503, Bloomington, IN 47402.

**ARTICLE II
DEFINITIONS**

Unless otherwise provided herein, any initially capitalized terms used but not defined in these By-Laws will have the meaning for such terms as set forth in the Declaration of Covenants, Conditions and Restrictions of Timber Ridge, as recorded in the office of the Recorder of Monroe County, Indiana, on JULY 29, 1983, as Instrument No. BK 141/582, page _____ (the "Declaration").

**ARTICLE III
MEMBERSHIP**

Members of the Association, hereinafter referred to as "Member" or "Members", shall consist of the Owners, as defined in the Declaration.

**ARTICLE IV
MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The annual meeting of the Members of the Association shall be held on the Fourth Saturday of October of each year. The annual meeting may be rescheduled to another date by the Board of Directors, provided, however, that the annual meeting shall not be more than two weeks from the date fixed by these By-Laws, and shall not be held on a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President of the Association, at least two (2) Directors of the Board, or upon written request of Members who are entitled to vote at least twenty-five percent (25%) of all the votes of the Members. Notice of any special meeting shall state the time and place of such meeting and

the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association or person authorized to call the meeting, by delivering or mailing a copy of such notice, first class postage prepaid, to each Member entitled to vote, addressed at the Member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. Such notice shall be given at least ten (10) days before a meeting and shall include the agenda as proposed by the Board of Directors; a list of nominees for the Board of Directors; and the budget as proposed by the Board of Directors.

Section 4. Location of Meetings. All meetings of Members shall be held at a location accessible to the public as designated by the Board of Directors of the Association.

Section 5. Waiver of Notice. A Member may waive any notice required by the Articles of Incorporation of the Association, these By-Laws, or the Indiana Nonprofit Corporation Act of 1991 (the "Act") before or after the date and time of the meeting that is the subject of such notice. In order for any such waiver to be effective, the waiver must be in writing, be signed by the Member entitled to such notice and be delivered to the Secretary for inclusion in the minutes or filing with the Association's records. A Member who attends a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 6. Quorum. Members or proxies representing twenty-five percent (25%) of all of the Units entitled to cast a vote shall constitute a quorum at a meeting of the Members of the Association. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If, however, such quorum shall not be present or represented at the commencement of any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting and to call another meeting without notice other than announced at the meeting prior to adjournment, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and shall include the name of the owner; a list of units owned; the name of the person serving as proxy; the signature of the owner; and the date of the owner's signature. The proxies should otherwise be in a form as may be mandated by the Association, and filed with the Secretary of the Association. The proxy does not have to be notarized. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of their Unit.

Section 8. Voting. At all meetings, except for the election of Directors, no votes shall be secret. For election of Directors, secret ballots shall be provided and there shall not appear

any place on such ballot that might tend to indicate the person who casts such ballot. At all votes by ballot, the President of such meeting shall, prior to the commencement of balloting, appoint a committee of at least two (2) Members, who shall act as "Inspectors of Election" and who shall, at the conclusion of such balloting, certify in writing the results, and the certification shall be filed with the Secretary of the Association. No inspector of election shall be a candidate for Director. Each candidate shall be entitled to name one representative to watch the counting of the ballots.

Section 9. Suspension of Voting Rights. No Member shown on the books or management account of the Association to be more than sixty (60) days delinquent in any payment due to the Association shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of this Association shall be managed by a Board of Directors (referred to individually as "Director" and collectively as the "Board"). The Board shall consist of five (5) Members. Directors must be Members of the Association. Any Director who is shown on the books or management account of the Association to be more than sixty (60) days delinquent in any payment due to the Association shall be subject to removal by a majority vote of the other Directors.

Section 2. Election. Directors shall be elected annually by the Members of the Association and each shall hold office for two (2) years and until his successor is elected and qualified, unless he shall sooner resign, be removed or otherwise disqualified to serve. In each odd-numbered year two (2) Directors shall be elected, and in each even-numbered year three (3) Directors shall be elected.

Section 3. Nominations. Nomination for election to the Board of Directors may be made by a nominations committee ("Nominations Committee"), if one is formed. Nominations may also be made by any Member, at least 14 days prior to the annual meeting, as long as there is written consent by the nominee. If a Nominations Committee is created, it shall consist of a chairperson, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominations Committee shall be appointed by the Board of Directors sixty (60) to ninety (90) days prior to each annual meeting of the Members, to serve until the close of such annual meeting. The Nominations Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not fewer than the number of vacancies that are to be filled and shall report to the Board Members and the Members at least 21 days prior to the annual meeting. There shall be no nominations made from the floor of the annual meeting.

Section 4. Vacancies. Any vacancy in the Board shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, within thirty (30) days from the date of any such resignation, removal, disability or disqualification of a Director. Each person so elected shall be a Director for the unexpired term of his predecessor, or until his successor's term begins.

Section 5. Replacement. Any Director may be removed from office, with or without cause, by the Members at a Special Meeting of the Members duly noticed and called expressly for that purpose.

Section 6. Compensation. No Director or Officer shall receive compensation for any service he may render to the Association in his capacity as a Director or Officer. However, any Director or Officer may be reimbursed for his actual, reasonable expenses incurred in the performance of his duties as a Director or Officer, as permitted by Indiana law.

Section 7. Indemnification. Each Director or Officer, in consideration of his services to the Board as a Director or Officer shall be indemnified by the Association, to the extent provided for under the Articles of Incorporation and otherwise permitted by law, against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit or proceeding, civil or criminal, to which he may be a party by reason of his past or present role in the Association, unless such action was a result of gross neglect or willful misconduct of the Director or Officer.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held on a regular basis and at least four (4) times per year. Board meetings shall be held in a location and at such hour as may be fixed from time to time by resolution of the Board. No Board meeting shall be held at a private residence if any Board Member or Member objects.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than seven (7) days advance notice to each Director given personally, by first class mail, or telephone, which notice shall state the time, place and purpose of the meeting.

Section 3. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

Section 4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining a written consent from all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. The action must be evidenced in a written document describing the action to be taken, signed by all Directors, and included in the minutes or filed with corporate records.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to exercise for the Association all powers, duties and authority vested in or delegated to the Association, not reserved to the Members, by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to provide for the administration of Timber Ridge, the maintenance and upkeep of the Common Areas, and the collection and disbursement of the Common Expenses and assessments. These duties include, but are not limited to:

(a) to cause to be kept a complete written record of all of its acts and corporate affairs, including receipts, expenses and bank records, and to present a statement thereof to any Member upon request

(b) to employ, if it chooses to, a managing agent or real estate management company to assist the Board in performing its duties;

(c) protection, and surveillance of the Common Areas;

(d) procuring of utilities used in connection with Timber Ridge, removal of garbage and waste, and snow removal from the Common Areas;

(e) landscaping, painting, decorating and furnishing of the Common Areas;

(f) surfacing, paving and maintaining streets, parking areas, and sidewalks;

(g) preparation of an annual budget, a copy of which will be mailed or delivered to each Member at the same time as the notice of annual meeting is mailed or delivered;

(h) preparing and delivering annually to the Members a summary accounting of receipts and expenses incurred in the prior year. Such accounting shall be delivered to each Member in February of each year for the previous year.

(i) keeping a current, accurate and detailed record of receipts and expenditures affecting the Association, which shall be available for examination by a Member within fourteen (14) days of the date of request

(j) to supervise all officers, agents and employees of the Association in the performance of their respective duties;

(k) to purchase for the benefit of the Members such equipment, materials, labor and services as may be necessary in the judgment of the Board;

(l) to procure insurance as more specifically set forth in Article 9 of the Declaration;

(a) President. The president shall preside at all meetings of the Board of Directors and of the Members, see that orders and resolutions of the Board are carried out, and sign all contracts and other written instruments on behalf of the Association.

(b) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, service notice of meetings of the Board and of the Members, keep appropriate current records showing the Members, together with their addresses, and perform such other duties as required by the Board.

(c) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors, keep the financial records of the Association, and prepare an annual budget and statement of income and expenditures to be presented to the Members at their annual meeting.

ARTICLE IX

BOOKS OF ACCOUNT AND FISCAL YEAR

Section 1. Books of Account. The Association shall keep detailed books of account showing all expenditures of administration, which shall specify the maintenance and repair expenses of the Common Areas and any other expenses incurred by or on behalf of the Association and its Members. The Association documents and all books and records kept on behalf of the Association shall be available for examination and copying by a Member or such Member's authorized agent during normal business hours, and upon reasonable notice to the Association, and for a reasonable charge.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of every year.

ARTICLE X

AMENDEMENTS

Section 1. Amendments. These By-Laws may be amended at a duly noticed regular or special meeting of the Members where a quorum is present by a majority vote of Members entitled to vote and voting at the meeting in person or by proxy.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

LEGAL STATEMENT

Members of the Timber Ridge Homeowners Association who drafted this document: Judith Caldwell, Lesley Delk, Ilona Hajdu, Yasmiyn Irizarry, Michael Thompson.

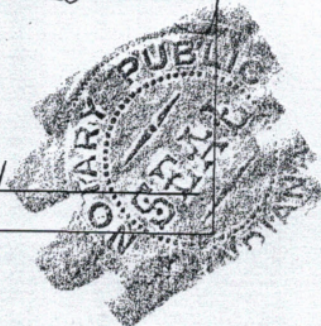
"I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law"

Signed: Frank Dixon
Frank Dixon, President

Notorized: Diana K. Bradley

Date: 6/13/2011

Date: 6/13/2011



ARTICLES OF INCORPORATION OF
TIMBER RIDGE HOMEOWNERS ASSOCIATION, INC.

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971, (hereinafter referred to as the "Act"), executed the following Articles of Incorporation.

ARTICLE I

Name

The name of the Corporation is Timber Ridge Homeowners Association, Inc.

ARTICLE II

Purposes

The purposes for which the Corporation is formed are:

1. The construction, maintenance and management of certain properties designated as Timber Ridge, as shown on the recorded plat or plats thereof in the office of the Recorder of Monroe County, State of Indiana, and any additions or amendments thereto, and the assessment and collection of any fees, charges or expenses related thereto from the members.

2. The maintenance, preservation and architectural control of the residence lots and common area within that certain tract of property described in paragraph 1 of this Article II, and to promote the health, safety and welfare of the residents of the above and other properties within the jurisdiction of this Corporation.

3. To exercise all powers, rights and privileges and to perform the duties and obligations imposed upon the Corporation by the Declaration of Covenants, Conditions, Restrictions and Assessments and any amendments thereto as recorded in the office of the Recorder of Monroe County in Miscellaneous Record _____, pages _____, on _____, 1983, and to fix, levy, collect and

enforce assessments pursuant to such Declaration and any amendments thereto.

4. Subject to the limitations or restrictions imposed by law, or these Articles of Incorporation, or any amendment thereto, this Corporation shall, in addition to the above, have the following general rights, privileges and powers:

(a) To continue as a Corporation under its corporate name perpetuity;

(b) To sue and be sued in its corporate name;

(c) To have a corporate seal and to alter the same at pleasure; provided, however, that the use of a corporate seal or an impression thereof shall not be required upon, and shall not effect the validity of any instrument whatsoever;

(d) To acquire, own, hold, use, lease, mortgage, pledge, sell, convey or otherwise dispose of property, real or personal, tangible or intangible;

(e) To borrow money and to issue, sell or pledge its obligations and evidences of indebtedness, and to mortgage its property and franchises to secure the payment thereof, provided, however, that a vote of two-thirds (2/3) of the vote of the members is required before any such action to encumber the common area(s) is undertaken;

(f) To carry out its purposes in this state and elsewhere;

(g) To acquire, hold, own and vote and to sell, assign, transfer, mortgage, pledge or otherwise dispose of the capital stock, bonds, securities, or evidences of indebtedness of any other corporation, domestic or foreign, insofar as the same shall be consistent with the purposes of the Corporation;

(h) To appoint such officers and agents as the affairs of the Corporation may require and to define their duties and fix their compensation;

(i) To make by-laws for the government and regulation of its affairs;

(j) To cease its activities and to dissolve and surrender its corporate franchise, provided, however, that a vote of two-thirds (2/3) of the vote of the members is required before any such action is undertaken;

(k) To do all acts and things necessary, convenient or expedient to carry out the purposes for which it is formed; provided, however, that the Corporation shall not, by implication or construction be deemed to possess the power of engaging in any activities for the purpose of or resulting in the pecuniary remuneration of its members as such, but this provision shall not be deemed to prohibit reasonable compensation to members for services actually rendered; nor shall the Corporation be prohibited from engaging in any undertaking for profit so long as such undertaking does not inure to the profit of its members.

ARTICLE III

Period of Existence

The period during which the Corporation shall continue is perpetual.

ARTICLE IV

Resident Agent and Principal Office

Section 1. Resident Agent. The name and address of the Resident Agent in charge of the Corporation's principal office is

William Herman
2490 Burberry Lane
Bloomington, Indiana 47401

Section 2. Principal Office. The post office address of the principal office of the Corporation is

2490 Burberry Lane
Bloomington, Indiana 47401

ARTICLE V

Membership

Section 1. Classes.

Class A. Class A members shall be all owners of lots (units) in Timber Ridge, a subdivision of the City of Bloomington, Monroe County, State of Indiana, including all phases thereof, or subsequent additions thereto, with the exception of the Declarant.

Section 2. Rights, Preferences, Limitations, and Restrictions of Classes. Membership is restricted to and mandatory upon the owners of lots (units) in Timber Ridge,

a subdivision of the City of Bloomington, Monroe County, State of Indiana, including all phases thereof, or subsequent additions thereto.

Section 3. Voting Rights of Classes. Class A members shall be entitled to one vote for each lot owned.

Class B members shall be entitled to three votes for each lot owned.

Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership. Provided, however, that such conversion of Class B membership into Class A membership must, in any event, take place on or before _____, 19__.

ARTICLE VI

Directors

Section 1. Number of Directors. The initial Board of Directors is composed of three (3) members. If the exact number of Directors is not stated, the minimum number shall be three (3) and the maximum number shall be three (3). Provided, however, that the exact number of directors shall be prescribed from time to time in the By-Laws of the Corporation: AND PROVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM NUMBER BE LESS THAN THREE (3).

Section 2. Names and Post Office Addresses of the Directors. The name and post office addresses of the initial Board of Directors are:

<u>Name</u>	<u>Building or Number and Street</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
D. Eugene Rubeck,	1555 Foxcliff S.,	Martinsville,	IN	46151
Ronald R. Rubeck,	1517 Browning Ln,	Bloomington,	IN	47401
Jane Burke,	1126 E. First St,	Bloomington,	IN	47401

ARTICLE VII

Incorporator

Section 1. Names and Post Office Addresses. The names and post offices address of the incorporator of the Corporation is as follows:

Ramshead Corporation
1555 Foxcliff South
Martinsville, Indiana 46151

ARTICLE VIII

Statement of Property (If Any)

A statement of the property and an estimate of the value thereof, to be taken over by this Corporation at or upon its incorporation are as follows: The Corporation shall take over certain real estate located in Timber Ridge, a subdivision of the City of Bloomington, in Monroe County, State of Indiana, which area has been reserved as common area upon the plat or plats of the subdivision of Timber Ridge, the estimated value of which is \$_____.

ARTICLE IX

Provisions for Regulation and Conduct
Of the Affairs of Corporation

Other provisions, consistent with the laws of this state, for the regulation and conduct of the affairs of this Corporation, and creating, defining, limiting or regulating the powers of this Corporation, of the directors or of the members or any class or classes of members are as follows: The regulation and the conduct of the affairs of this Corporation, and the creation, definition, limitation and regulation of the powers of the Corporation, other than specifically set forth hereinabove, shall be accomplished by the "by-laws" of the Corporation, which shall be adopted by the Board of Directors of the Corporation, pursuant to law.

ARTICLE X

Federal Approval

Notwithstanding anything to the contrary contained in these Articles, prior written approval of either the Federal Housing Administration or the Veterans Administration but not both, must be obtained, so long as Class B membership exists, before any of the following actions may validly be finalized:

- a. Annexation of additional properties;
- b. Mergers or consolidations;
- c. Mortgaging of common areas;
- d. Dedication of common areas;
- e. Dissolution; or
- f. Amendment of these Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned, being the Incorporator designated above, executes these Articles of Incorporation and certifies to the truth of the facts there stated this ____ day of _____, 1983.

RAMSHEAD CORPORATION

BY _____

I affirm, under the penalties for perjury, that the above and foregoing representations are true and correct to the best of my knowledge and belief.

RAMSHEAD CORPORATION

BY _____

This instrument was prepared by Lynn H. Coyne, Esq.,
BUNGER, HARRELL & ROBERTSON, 226 South College Square, P.O.
Box 787, Bloomington, Indiana 47402-0787.