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Monroe County Recorder IN
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05/25/2006 10:22:44 10 PGS
Filing Fee: \$32.00

RENWICK

DECLARATION of Covenants and Restrictions for Cameron Row Villas

RAMSEY LAND DEVELOPMENT, INC., an Indiana corporation to be known as the "Founder," makes this Declaration of Covenants and Restrictions for Cameron Row (the "Cameron Row Declaration") on the 24 day of May, 2006.

RECITALS:

A. The Founder has previously recorded a Renwick Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood, which is recorded as Instrument Number 2005021762 in the office of the Recorder of Monroe County, Indiana (the "Renwick Declaration"). The Renwick Declaration established covenants and restrictions for the property subject to the Renwick Declaration (which property, including property as it is submitted in the future, shall be known as "the Neighborhood") and established an owners' association (the "Association") for maintenance of common areas within the Neighborhood.

B. Lots within the Cameron Row section of the Neighborhood are to be developed with attached homes known as villas. Villas generally have shared roof structures which need to be maintained in common.

C. Section 1.27 of the Renwick Declaration defines "Zones" as smaller, contiguous areas within Renwick of distinct character or housing type. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

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D. Section 2.3 of the Renwick Declaration anticipates that provisions of the Renwick Declaration may be modified or supplemented if needed to reflect the different character of certain Neighborhood Zones and anticipates the creation of Neighborhood Zone advisory councils.

E. Section 2.4 of the Renwick Declaration allows Zones to be designated by Supplemental Declaration. Alternatively, the board of directors of the Association (the "Board") is authorized to designate "Neighborhood Zones."

F. Pursuant to a First Supplemental Declaration dated May 24, 2006 and recorded as Instrument Number 2006 010 134 in the office of the Recorder of Monroe County, Indiana, Cameron Row has been designated as a Zone.

G. Section 8.7 of the Renwick Declaration allows any Neighborhood Zone, by majority vote of the Members within that Neighborhood Zone and approval of the Board, to vote to assess themselves for maintenance or services in addition to those normally provided by the Association. Any assessment so approved shall be assessed to all Owners within that Neighborhood Zone or designated group as an Individual Parcel Assessment.

H. The Founder wishes to provide for the special maintenance needs of Cameron Row and to create a Neighborhood Zone advisory council to be known as the Cameron Row Advisory Council.

DECLARATION:

The Founder hereby establishes this Cameron Row Declaration, which shall apply to all Lots and Villas (as hereinafter defined) now or hereafter comprising Cameron Row at Renwick.

The Founder hereby declares that all such Lots and Villas shall be held, sold and conveyed subject to the covenants, restrictions and easements of this Cameron Row 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

1.1 Villas. Villas are attached homes in Cameron Row at Renwick which are intended to be conveyed to separate owners and which have not been declared into a condominium form of ownership.

1.2 Villa Block. A Villa Block is a pair of Villas which share a common roof structure.

1.3 Parcel. As defined in the Neighborhood Declaration, a "Parcel" is the smallest parcel of land which may be separately conveyed. Ordinarily, Parcels are designated as numbered, separately identifiable lots on the recorded subdivision plat. Once improved, the Parcel includes any buildings or other permanent improvements.

1.4 Additional Definitions. Additional terms defined in the Neighborhood Declaration are hereby incorporated by reference for all purposes.

ARTICLE II SERVICES AND COSTS

2.1 Services.

- (a) Landscape Maintenance. The Association shall maintain the yards of each Villa.
- (b) Trees and Shrubs. The Association shall maintain and replace as needed (as determined by the Board) the trees and shrubs planted or installed on a Villa Parcel by the Founder or the Association.
- (c) Irrigation. The Villa Parcels are intended to have a shared irrigation system serving the front yard of each Villa and the Cameron Row gardens. The Association shall maintain the irrigation system. Owners shall not damage or interfere with the operation of the irrigation system and shall promptly report to the Association any damaged or inoperable equipment.
- (d) Snow Removal. The Association shall provide snow removal from the sidewalks and driveways of each Villa. Unless otherwise determined by the Association from time to time, snow removal shall be undertaken when snow cover on the driveways and sidewalks exceeds two (2) inches.
- (e) Roof. The Association shall maintain the shared roof structure of a Villa Block, as further provided in Article III.
- (f) Pest Control. The Association may provide basic pest control service, including termite prevention measures. The Board shall determine the type of service. Each Villa Owner shall cooperate in granting access for pest control service if provided. Each Villa Owner is responsible for, and shall promptly repair, any termite damage or any other infestation that is not covered by the Association's insurance coverage, if any.
- (g) Additional Services. The Cameron Row Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to assess themselves

for additional maintenance or services for a prescribed period of time of up to five years.

- (h) Termination of Services. The Cameron Row Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to terminate any of the services listed above or otherwise provided previously to the Cameron Row Zone.

2.2 Costs. The cost of services and maintenance shall be shared among all Villa Parcels in accordance with this section, and shall be assessed to the Villas as an Individual Parcel Assessment. Costs are to be divided as follows:

- (a) Maintenance. The costs of maintenance and for all other services required or permitted under this Cameron Row Declaration shall be shared equally among all Villas.
- (b) Management. The cost of the Association's additional professional management attributed to the Cameron Row Zone shall be added to the cost of the services provided.

2.3 Reserve Fund.

- (a) Villa Roof. The Association shall establish and maintain a reserve account for repair and replacement of Villa roofs based on the expected life and replacement cost.
- (b) Other Reserves. The Association may also establish reserves for repainting and other major expenses for the Cameron Row Zone as it deems reasonable and efficient. All reserve funds collected by the Association for expenses for the Cameron Row Zone generally shall be maintained and spent for working capital, contingencies and replacements exclusively within the Cameron Row Zone.
- (c) Assessment. Reserve contributions shall be assessed to Villa Owners as an Individual Parcel Assessment, shared equally among all Villas.
- (d) Accounts. Reserve funds shall be deposited in a Cameron Row Zone account.

ARTICLE III
SHARED ROOF

3.1 Application. This Article shall apply to any Villa with a shared roof structure.

3.2 Replacement. The entire roof shall be replaced when any of the following shall occur:

- (a) A roof which is approaching its normal life expectancy (or which the Association deems to be defective) requires repair and the Association determines that it would be more efficient to replace the roof, or
- (b) A portion of the roof has been damaged by casualty, and the Association chooses to replace the roof under section 3.5.

3.3 Repair. For any Villa Block which shares a roof, if the roof does not need to be replaced but is causing water leakage or the Association otherwise determines that a roof requires repair, then the Association shall make all necessary repairs. If the Association determines that a roof does not need to be repaired, the Owner of the Villa directly underneath the damaged portion shall have the right to repair the roof subject to architectural control under section 3.6.

3.4 Payment of Repairs or Replacement. The cost of roof replacement under 3.2 or repair under section 3.3 shall be paid first from any insurance proceeds and then from the reserve fund. If the reserve fund is not sufficient to pay for the repair or replacement, then the Association shall levy a special Individual Parcel Assessment on each Villa within the Cameron Row Zone to cover the cost.

3.5 Casualty. If the roof is damaged as the result of casualty, the Owner of the Villa directly underneath the damaged portion shall promptly notify the Association. If the Association is not immediately responsive, the Owner shall also take reasonable steps to obtain emergency bracing and temporary covering for the roof as necessary to protect the Owner's Villa and other Villas, the reasonable cost for which shall be reimbursed to the Owner by the Association from insurance proceeds or otherwise. The Association shall pay for the repair or replacement first from insurance proceeds and then from reserves. If the reserves are not sufficient to pay the cost, all Owners of houses in the Villa Block shall be subject to Individual Parcel Assessments for the deficit.

3.6 Architectural Control. Any repair or replacement of a roof (including outbuildings) with materials or style different from those originally approved must be approved in accordance with the architectural review provisions of the Master Deed Restrictions. No antenna, satellite dish or other structure may be erected on the roof unless approved in accordance with the architectural review provisions of the Master Deed Restrictions. Any such structure to be placed on the roof must also be approved by the Association to assure that the roof will not be damaged.

3.7 Owner Responsibility. Owners shall promptly report to the Association any water leakage in any Villa. Owners shall be responsible for repairing damage to the interior of the Owner's Villa caused by water leakage from the roof.

3.8 Damage or Destruction by Owner. If any Owner or any of his guests, tenants, licensees, agents, employees or members of his family intentionally or as a result of negligence or misuse

damages the roof or any other portion of the Villa Parcel to be maintained by the Association, the Owner hereby authorizes the Association to repair the damage. To the extent not covered by insurance, 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 damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

ARTICLE IV OTHER MAINTENANCE

- 4.1 Exterior Maintenance. The Board shall make rules determining which portions of the Villa buildings shall be maintained by the Association and which portions shall be maintained by the Owner. Unless the Board determines otherwise, the exterior wall surfaces, exterior doors (including garage doors, but excluding door openers and hardware), gutters, downspouts, patios, decks, exterior trim, and other exterior improvements of each Villa Block shall be maintained by the Association. Such maintenance shall include repair and replacement as necessary, and painting, pressure washing or other cleaning as determined by the Board.
- 4.2 Roofs. Villa roofs shall be maintained in accordance with Article III.
- 4.3 Owners' Rights, Responsibilities. Except as specifically provided in this Declaration or other recorded instrument, each Owner shall care for and maintain at the Owner's expense all parts of that Owner's property. Such maintenance responsibility by the Owner shall include, without limitation, maintenance of (a) all fixtures and equipment installed within the Villa commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Villa; (b) windows; (c) the sewer lateral that serves the Villa from the point where the sewer line exits the Villa to the point where the sewer lateral connects to the City of Bloomington sewer main; (d) trees and shrubs planted and installed on the Villa Parcel by the Owner; and (e) annual flowers, perennial flowers, ground cover or plants shall be maintained by the Owner, regardless of whether the same were planted or installed by the Owner, the Association, or Founder.
- 4.4 Easements. To the extent reasonably necessary, the Association has, and is hereby granted, a perpetual and irrevocable easement over, under and across each Parcel and Villa for maintenance in accordance with this Declaration. The Association shall not be required to provide notice prior to performing landscape maintenance and other maintenance that does not require access to the interior of the Villa. The Association is hereby granted a perpetual and irrevocable right of entry and shall be granted access to the interior of the Villa as reasonably necessary to perform its duties, at reasonable times and with reasonable notice, except in an emergency when the Association may take whatever actions are reasonably necessary to prevent

further damage to the Villa or other Villas. The Association may assign its rights under this paragraph to its agents and employees.

ARTICLE V INSURANCE; CASUALTY

5.1 Purchase by Association. The Association shall contract for property insurance for Cameron Row. The Association shall assess the cost to each Villa Parcel as an Individual Parcel Assessment. Individual Parcel Assessments for such property insurance may be payable annually or on a more frequent basis, as specified from time to time in the invoices provided to the Villa Owners from time to time. The cost of the Individual Parcel Assessments for property insurance shall be based upon the relative cost of insurance for the various Parcels, if reasonably available. Otherwise, the pro rata assessments shall be based upon the total square footage of enclosed space in the Villa Parcel. Unless the Board determines otherwise, such coverage shall be blanket "bare-wall," agreed value, special cause of loss insurance, including replacement cost, terrorist and earthquake coverage, insuring: footings, foundations, exterior walls and load bearing walls, interior stud walls and framing and stairs, interior perimeter support walls and beams, exterior siding, exterior windows and doors, garage doors, roofs, porches, decks and patios (screened and glassed areas included), fireplaces (inserts excluded), electrical service to the meter, and plumbing to the inside of the exterior wall.

5.2 Owner's Insurance. It shall be the responsibility of each Parcel Owner to determine the extent of the coverage contracted for by the Association and to obtain private coverage as necessary. Insurance obtained by the Association may not include liability coverage and may have a significant deductible. Insurance obtained by the Association may not include owners' furnishings and personal property, earthquake coverage, plumbing from the meter in to the dwelling, electrical from the meter in to the dwelling, duct work, insulation, floor coverings, dry wall, dry wall coverings such as paint, wallpaper, tile, decoration and trim, light fixtures, appliances, interior doors and trim, plumbing fixtures, heating, cooling, filtering units, ceiling and exhaust fans, window treatments, and cabinets (including but not limited to kitchen and bathroom cabinets, built-in bookcases and television enclosures).

5.3 Notification of Change or Termination. If the Association decides to eliminate or reduce existing insurance coverage, the Association shall notify all Villa Owners at least sixty (60) days prior to the effective date of the change so that each Owner can obtain coverage.

5.4 Notice of Remodeling by Owners. It shall be the responsibility of each Owner to notify the Association of increased value of the Villa as a result of improvements to the components of the Villa for which the Association maintains insurance. The Association needs this information so it can secure appropriate increases in the amount of property insurance obtained by the Association for Cameron Row. In addition, each Villa Owner is strongly encouraged to notify

the insurance company providing insurance for the Owner of improvements to a Villa that result in increased value of the improvements covered by such insurance.

5.5 Casualty Loss.

- (a) Generally. If any Villa is damaged by casualty, the Owner shall promptly clean, secure and repair the damaged property unless the Association determines that it shall make the repair. Any repair or reconstruction shall be according to the specifications as they existed before the damage, or to specifications approved by the Design Review Board. If the Owner is responsible for the repair, then the Association shall make available to the Owner applicable insurance proceeds. The Association shall institute reasonable procedures to assure proper use of the insurance proceeds.
- (b) Villas. Damage to a Villa roof shall be reported to the Association in accordance with Section 3.5. If necessary to preserve the structural integrity of other Villas, the Owner of the damaged Villa shall provide emergency bracing, protection from water intrusion or other necessary temporary repairs.

ARTICLE VI
CAMERON ROW ADVISORY COUNCIL

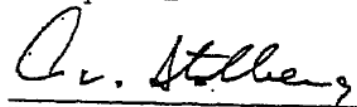
A Neighborhood Zone advisory council of Cameron Row Owners (the "Cameron Row Advisory Council") is hereby established to represent the interests of the Villa Owners. Such council shall consist of three (3) members. The members of the Cameron Row Advisory Council shall be elected by the vote of the Villa Owners at an annual meeting of such Villa Owners. The first meeting shall be called within sixty (60) days after conveyance of seventy-five percent (75%) of the total number of anticipated Villa Parcels in Cameron Row to persons other than a builder or developer. The Villa Owners holding at least one-third (1/3) of the total votes of Villa Parcels in Cameron Row, represented in person or by proxy, shall constitute a quorum at any meeting of the Cameron Row Advisory Council. The Villa Owners shall have the number of votes assigned to their Lots in the Declaration. To the extent allowed by law, a quorum may be evidenced, and votes may be cast, by written ballot or electronic means. Cameron Row Advisory Council members shall be elected for a term of one (1) year or until their successors are elected. Any director elected to the Board from Cameron Row shall be an *ex officio* member of the Cameron Row Advisory Council. It shall be the responsibility of the Cameron Row Advisory Council to recommend the nature and extent of additional services and capital improvements for approval by the Villa Owners and the Board pursuant to Section 8.7 of the Declaration. The Cameron Row Advisory Council shall also prepare and deliver to the Board a recommended annual budget for Cameron Row Zone expenses, including replacement reserves and capital expenses. The Cameron Row Advisory Council may advise the Board on any other issue, but shall not have

authority to bind the Board. Beginning on the date the Owners other than the Founder become entitled to elect a member of the Board (as determined pursuant to Article III of the Bylaws of the Association), a member of the Cameron Row Advisory Council may sit on the Board as a non-voting director.

IN WITNESS WHEREOF, the undersigned does hereby make this Declaration of Covenants and Restrictions for Cameron Row 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

Cameron Row

Villa Occupancy and Rental Policy

1. Owner-Occupancy Requirement

- a. No villa unit may be used as a non-owner-occupied rental without prior approval from the Board.
- b. Villas must be owner-occupied, defined as follows:
 - i. At least one owner listed on the title must reside in the villa unit.
 - ii. The owner must reside in the villa unit for a minimum of 12 months.
 - iii. The owner must be registered in the Monroe County Registry for the Homestead Credit, confirming the villa as their primary residence.

2. Rental Approval and Terms

- a. If the HOA grants approval for rental, the following conditions apply:
 - i. The lease term must be a minimum of one year.
 - ii. Subleasing is prohibited without prior Board approval.
 - iii. A valid **City HAND permit** must be maintained and kept current. The owner is responsible for providing an updated copy to the Board or the property manager.
 - iv. The owner must submit a \$1,000 deposit to the HOA, held in an HOA account to cover potential tenant-caused damages. If damages exceed \$1,000, the owner is responsible for additional costs. Any remaining deposit will be refunded to the owner upon tenant move-out.

3. Violation Penalties

- a. Owners found in violation of this rental policy will be fined \$1,000 per month until compliance is achieved.
- b. The HOA reserves the right to take legal action to remove unauthorized tenants.

4. Rental Cap

- a. The number of rental-approved units shall not exceed three (3) within the Cameron Row HOA community.