

**RESTATED and AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE RIDGEFIELD HOMEOWNERS ASSOCIATION, INC.**

This RESTATED and AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE RIDGEFIELD HOMEOWNERS ASSOCIATION, INC., (the "Amended Declaration") is made this 11 day of February, 2015, by the Owners.

RECITALS

(A) The Lot Owners are the owners of the fee simple title to the Lots in the Village of Ridgefield; and

(B) The Ridgefield Homeowners Association, Inc., was previously platted and subjected to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Ridgefield as previously recorded on October 19, 1995 as instrument 515207 in Book 235, Page 508 in the Office of the Recorder of Monroe County, Indiana (the "Original Declaration"), amended on June 17, 2003 and recorded on June 20, 2003, as instrument number 2003017057 in the Office of the Recorder of Monroe County, Indiana and amended on November 11, 2003 and recorded on November 13, 2012, as instrument number 2012019141 in the office of the Recorder of Monroe County, Indiana (the "Amended Declaration").

(C) The Amended Declaration provided that the Lot Owners could amend the Original Declaration by the affirmative vote of the Lot Owners who owned not less than seventy-five percent (75%) of the Lots in the Ridgefield Homeowners Association, Inc.

(D) On November 6, 2014, more than seventy-five percent (75%) of the Lot Owners approved the Amended Declaration at a meeting of the Lot Owners duly called and held.

(E) The Lot Owners wish to record the Amended Declaration pursuant to the provisions of Section 11.2 of the Original Declaration and upon recording; the Amended Declaration shall become effective and shall supersede the Original Declaration and apply to all Lots and to each Lot Owner.

NOW, THEREFORE, the undersigned officers of the Ridgefield Homeowners Association, Inc., acting on behalf of the Owners declare that the Lots subjected to the terms of this Amended Declaration shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of the Lots and of each and every person or entity who now or in the future owns any Lot within the Village of Ridgefield.

ARTICLE I

Definitions

Section 1.1 Articles of Incorporation. The Articles of Incorporation of Ridgefield Homeowners Association, Inc., as filed with the Secretary of the State of Indiana.

Section 1.2 Association. Ridgefield Homeowners Association, Inc., a not-for-profit corporation organized under the statutes of the State of Indiana.

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

Section 1.4 Building. The dwelling units constructed on the Lots including garages and covered or enclosed decks, porches or patios.

Section 1.5 Bylaws. The Bylaws of the Association, as they may be amended from time to time.

Section 1.6 Common Area. All of the Land, including all improvements thereon, which is maintained by the Association except for streets and roads within the Community which are dedicated to, accepted and maintained by the public. The Common Area does not include the interiors of the Buildings as more particularly described in Article V. The Common Area also includes the Limited Common Area whether maintained by the Association or the Lot Owner.

Section 1.7 Common Expenses. Actual and estimated expenses incurred by the Association for the general benefit of all Lot Owners, all as may be found to be necessary and appropriate by the Board, including the following:

- a) Expenses of administration, maintenance, repair or replacement of the Common Area;
Expenses declared to be Common Expenses by the Documents;
- b) Expenses agreed upon as Common Expenses by the Association;
- c) Premiums for insurance policies carried by the Association pursuant to Article XVIII; and
- d) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Area or any other real or personal property acquired or held by the Association.

Section 1.8 Community. The Land and all improvements, easements, rights, and appurtenances which have been submitted to the provisions of this Declaration, and such additions and annexations thereto as may hereinafter be made subject to the Declaration in the manner provided therein.

Section 1.9 Declaration. This document, including any amendments.

Section 1.10 Director. A member of the Board.

Section 1.11 Documents. The Declaration and Plat recorded hereunder, the Bylaws, the Articles of Incorporation and the Rules as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.12 Eligible Insurer. An insurer or guarantor of a first Security Interest in a Lot which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Lot. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in Article XIV.

Section 1.13 Eligible Mortgagee. The holder of a first Security Interest in a Lot which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Lot. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XIV.

Section 1.14 Improvements. Any construction, structure, fixture or facilities existing or to be constructed within the Community, including but not limited to, Buildings, trees and shrubbery planted by the Association, paving, utility wires, pipes, and light poles.

Section 1.15 Land. The Plats filed in the Office of the Recorder of Monroe County, Indiana, of the real estate described in Exhibit "A" or Exhibit "B" or any portion thereof, as they may be amended from time to time.

Section 1.16 Lot. The real property described on Exhibit "A", subject to the Declaration or as may be annexed pursuant to Section 8.8 below.

Section 1.17 Limited Common Area. The portion of the Common Area allocated for the exclusive use of one or more but fewer than all of the Lots by the Declaration. The Limited Common Area in the Community is described in Article V of this Declaration.

Section 1.18 Lot. A physical portion of the Community designated for separate ownership or occupancy and represented and described on the Plat as a numbered Lot.

Section 1.19 Lot Owner/Owner. The Declarant or other Person who owns a Lot. Lot Owner or Owner does not include a Person having an interest in a Lot solely as security for an obligation. The Declarant is the initial owner of any Lot created by this Declaration.

Section 1.20 Majority or Majority of Lot Owners. The owners of more than fifty percent (50%) of the votes in the Association.

Section 1.21 Manager. A person, firm or corporation employed or engaged to perform management services for the Association.

Section 1.22 Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.23 Regular Assessments. Assessments charged to each Lot Owner for payment of Common Expenses.

Section 1.24 Rules. Rules for the use of Lots and Common Area and for the conduct of persons within the Community, adopted by the Board of Directors pursuant to this Declaration.

Section 1.25 Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.26 Trustee. The entity which may be designated by the Board of Directors as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Directors from time to time constituted, acting by majority vote, as executed by the president and attested by the secretary.

ARTICLE II

Membership in the Association

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

Section 2.2 Membership. Each Owner, by virtue of being an Owner, shall be a Member of the Association. No other person shall be accepted as a member.

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

Section 2.3 Members Right to Vote. Each owner shall be a member. Only one (1) vote for each Lot owned by a Member(s) may be cast. In order to vote, the Owner must be a Member in good standing. The vote for each Lot shall be cast as a majority of co-Owners of the Lot shall determine. Any vote cast by a single Member shall be deemed the authorized vote for that Lot. If the majority of co-Owners present in person or by proxy at a meeting cannot agree as to how to

cast the vote for their Lot, no vote shall be cast for that Lot. The power to cast a particular Member's vote may be exercised by

- (a) the Member's legal guardian;
- (b) the parent(s) entitled to custody of a Member if the Member is a minor; or
- (c) the executor or administrator of a deceased Members estate if the Member's interest in the Lot is subject to administration in his estate.

ARTICLE III

Description of Land

The Land is situated in Monroe County, Indiana, and is more particularly described in Exhibit "A". The real estate which may be annexed into the Community pursuant to section 8.8 below is also located in Monroe County, Indiana and is more particularly described in Exhibit "B".

ARTICLE IV

Number of Lots: Boundaries

Section 4.1 Number of Lots. The Community shall contain thirty (30) Lots, subject to the provisions for annexation set forth in Article VIII below.

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

ARTICLE V

Common Areas

Section 5.1 Common Area. All of the Land, including all Improvements thereon, which is maintained by the Association except for streets and roads within the Community which are dedicated to, accepted and maintained by the public and also excepting all those portions of the Buildings which are contained within the unfinished exterior surfaces of the outside structural walls, the lowermost unfinished surface of the interior ceiling and the uppermost unfinished surface of the floor of the Buildings. The Common Area also includes the Limited Common Area whether maintained by the Association or the Lot Owner.

Section 5.2 Limited Common. The following portions of the Common Area are Limited Common Area assigned to the Lots as stated:

- (a) All patios, porches, stoops, steps or decks associated with each Lot, where the use thereof is limited to the Lot to which they are appurtenant.
- (b) All portions of the Buildings which are external to and outside of the unfinished exterior surfaces of the outside structural walls the lowermost unfinished surface of the interior ceiling and the uppermost unfinished surface of the floor of the Buildings including without limitation windows, doors, roofs, exterior structural walls, foundations, exterior finished surfaces including paint, trim, siding, shingles, fascia, gutters, and soffit, the use of which is limited to the Lot or Lots to which they attach.
- (c) Driveways, walkways, sidewalks, flower beds and planters where the use thereof is limited to the Lot or Lots to which they are appurtenant.

ARTICLE VI

Maintenance, Repair and Replacement

Section 6.1 Common Area. The Association shall maintain repair and replace all of the Common Area in the manner deemed necessary and appropriate by the Board in its sole discretion, except the portions of the Limited Common Area which are required by this Declaration to be maintained, repaired or replaced by the Lot Owners.

Section 6.2 Buildings. Each Lot Owner shall maintain, repair and replace, at his or her own expense, all portions of the Building located upon his or her Lot, except the portions thereof required by the Declaration, to be maintained, repaired or replaced by the Association.

Section 6.3 Limited Common Area. The Association shall perform all regularly scheduled and routine repairs, maintenance, cleaning or replacement of the Limited Common Areas and the expenses thereof shall be borne by the Lot Owners as a Common Expense. Any repair, maintenance, cleaning or replacement of the Common Area or Limited Common Area, including but not limited to doors, siding, windows, decks, roofs, porches, or patios, that becomes necessary because of the intentional misconduct, negligence or neglect of any Lot Owners may be performed by the Association at such Lot Owner's expense as a separately assessed Common Expense.

Section 6.4 Porches, Patios and Decks. If any Lot has a Building to which is attached any covered or screened porches, patios or decks the Owner thereof shall be responsible for the maintenance, repair, cleaning and replacement thereof. Each Lot Owner shall be responsible for the repair, maintenance, cleaning and replacement of windows located appurtenant to the Building. Each Lot Owner shall be responsible for removing leaves and debris from driveways, walkways, and sidewalks, which are Limited Common Area appurtenant to his or her Lot. Snow removal for driveways, walkways, and sidewalks shall be the responsibility of each Lot Owner except when it snows two inches or more. Then, it shall be the responsibility of the Homeowners' Association to remove. If any such Limited Common Area is appurtenant to two or more Lots, the owners of those Lots will be jointly responsible for such removal.

Section 6.5 Auxiliary Structures. No auxiliary structures of any sort, including, without limitation, exterior antennae, fences, sheds, birdbaths, planters, lawn ornaments or flagpoles may be attached to any Building or placed in the Common Area without advance written consent of the Board upon approval by the covenants control committee, if any. All maintenance, repair, cleaning and replacement of such auxiliary structures shall be at the expense of the Owner of the Lot on which it is located. In the event such auxiliary structure becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired at the Lot Owner's expense as a separately assessed Common Expense under this section. DSS 19" systems and similarly sized electronic receivers are allowed in the Project if all the system's components are properly located in the rear of the structure in a manner approved in advance, and determined acceptable by the Association.

Section 6.6 Mechanical Systems. All mechanical systems located within each building including, without limitation electrical, plumbing, telecommunications, gas and heating ventilation and air-conditioning systems shall be maintained, repaired, cleaned and replaced by the Owner or Owners of the Lot or Lots to which such systems are appurtenant.

Section 6.7 Access. Any person authorized by the Board shall have the right to access to all portions of the Land for the purpose of correcting any condition threatening a Lot or the Common Area, and for the purpose of performing installations, alterations or repairs, and insect or other pest exterminations, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Lot Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, and with such force as is apparently necessary to gain entrance, whether or not the Lot Owner is present at the time.

Section 6.8 Repairs Resulting From Negligence. Each Lot Owner will reimburse the Association for the cost of any replacement, maintenance or repair which is made by the Association to any Lot, Common Area, or Limited Common Area caused intentionally or negligently by such Lot Owner. The Association may collect such cost by way of a specially assessed Common Expense.

Section 6.9 Party Wall, General Rule of Law to Apply. Each wall which is built as a part of the original construction of the Buildings 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.

Section 6.10 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who made use of the wall in proportion to such use.

Section 6.11 Destruction by Fire or Other Casualty. Subject to the provisions of Article XI hereof, if a party wall is destroyed by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right

of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 6.12 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6.13 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article VI shall be appurtenant to the Land and shall pass to such Owner's successors in title.

ARTICLE VII

Encroachments and Easements for Building

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

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

ARTICLE VIII

Restrictions on Use, Alienation and Occupancy

Section 8.1 Use Restriction. These restrictions apply to all Lots and to the Common Area:

(a) The use of each Lot is restricted to that of a single family residence and accessory uses as permitted herein. No industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Lot, shall be conducted, maintained or permitted in any part of a Lot, nor shall any Lot be used or rented for transient, hotel or motel purposes. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, noncommercial basis between its occupants, cooking and eating with a common kitchen and dining area.

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

Section 8.2 Occupancy Restrictions. The following occupancy restrictions apply to all Lots and to the Common Area:

(a) No electrical device creating electrical overloading of standard circuits may be used without permission from the Board. Misuse or abuse of appliances or fixtures within a lot which affects other Lots or the Common Area is prohibited. Any damage resulting from such misuse shall be the responsibility of the Lot Owner from whose Lot it shall have been caused. Total electrical usage in any Lot shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

(b) Each Lot Owner shall keep his or her Lot in a good state of preservation and cleanliness. No storage of trash will be permitted in or outside any Lot in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin, insects or other health hazard.

(c) Except for service deliveries, no boat, trailer, camper, motor home or other vehicle other than automobiles and trucks of less than one ton capacity shall be parked in the Community unless parked within an enclosed garage. No Owner's automobile shall be parked in the public rights-of-way or Common Area except for the driveways however guests may park in the street. No disabled or inoperable vehicle may be kept in the Community outside of an enclosed garage for more than three business days while arrangements are being made to have it repaired.

(d) No noxious, offensive, dangerous or unsafe activity shall be carried on in any Lot, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Lot Owners or occupants. No Lot Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Lot Owners or occupants. No Lot Owner or occupant shall cause noise or play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set, radio or other device at such volume or in such other manner that it shall cause unreasonable disturbances to other Lot Owners or occupants.

(e) No animals, birds, or reptiles of any kind shall be raised, bred, or kept within the Community. Household pets may be kept upon the Lot so long as the pet does not create a nuisance within the Community. Pets may not be kept, bred or maintained for any commercial purposes. The Owner shall hold the Association harmless from any claim resulting from any action of his or her pet. No dog or other animal shall be tied up or restrained in any manner in the Common Area or Limited Common Area unless the owner of such dog or animal is outside with such dog or animal at all times. All pet owners residing in the Community shall be responsible for the removal and disposal of waste from their pets. Disposal of waste shall not be permitted in the Common Area. Any pet causing or creating a nuisance or

unreasonable disturbance or noise or found to be in violation of this paragraph or of the rules of the Community shall be permanently removed from the Community upon three (3) days' written notice.

(f) All clothes dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order and repair by the Lot Owner.

(g) No signs, pictures, window displays or advertising visible from outside a Lot shall be maintained or permitted in any part of a Lot, except one envelope sign placed in the mulch in the front and one sign placed in the back designating a Lot for sale. Each Lot Owner shall be responsible for supplying and maintaining window coverings of a solid color and uniform appearance.

(h) The porches, stoops, patios and decks attached to the Lots shall not be used for general storage. All patios and decks shall be kept in a neat and orderly manner and shall not appear cluttered.

Section 8.3 Restrictions on Alienation. A Lot may not be conveyed pursuant to a time-sharing plan.

A Lot may not be leased or rented for a term of less than sixty (60) days. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association.

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

ARTICLE IX

Easements and Licenses

All easements or licenses to which the Land is presently subject are noted on the Plat. In addition, the Land may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article VIII of this Declaration.

ARTICLE X

Additions, Alterations and Improvements

Section 10.1 Additions, Alterations and Improvements by Lot Owners.

- (a) No Lot Owner will make any structural addition, structural alteration, or Improvement in or to the Community without the prior written consent thereto of the Board in accordance with Subsection 10.1(c).
- (b) Subject to Subsection 10.1 (a), a Lot Owner:
 - i. May make any other improvements or alterations to the interior of his or her Lot that do not impair the structural integrity or mechanical systems or lessen the support of any portion of any other Lot;
 - ii. May not change the appearance of the Common Area, or the exterior appearance of a Lot, or any other portion of the Community, without permission of the Association;
- (c) A Lot Owner may submit a written request to the Board for approval to do anything that an Owner is forbidden to do under Subsection 10.1 (a) or 10.1 (b) (ii). The Board shall answer any written request for such approval within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Board to the proposed action. The Board shall review requests in accordance with the provisions of its rules.
- (d) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Lot shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.
- (e) Any additions, alterations and Improvements to the Lots and Common Area shall not, except pursuant to prior approval by the Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Lots other than those affected by such change.

Section 10.2 Additions, Alterations and Improvements by Board. The Board may make any additions, alterations, or Improvements to the Common Area which, in its judgment, it deems necessary.

ARTICLE XI

Amendments to Declaration

Section 11.1 General. This Declaration may be amended only by vote or agreement of Lot Owners of Lots to which at least seventy-five percent (75%) of the votes in the Association are allocated.

Section 11.2 Execution of Amendments. An amendment to the Declaration shall be recorded by the Association, which has been adopted in accordance with this Declaration, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

ARTICLE XII

Amendments to Bylaws

The Bylaws may be amended only by vote or two-thirds (2/3) of the members eligible to vote and present in person or by proxy at any meeting duly called for such a purpose.

ARTICLE XIII

Mortgagee Protection

Section 13.1 Introduction. This article establishes certain standard and covenants which are for the benefit of the holders, insurers, and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 13.2 Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Lots which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Lots then subject to Security Interests held by Eligible Mortgagees.

Section 13.3 Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Community or any Lot in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable.

- (b) Any delinquency in the payment of Common Expense assessments owed by a Lot Owner whose Lot is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, as applicable, which remains uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any judgment rendered against the Association.

Section 13.4 Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 13.5 Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 13.6 Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend and address any meeting which a Lot Owner may attend.

ARTICLE XIV

Assessment and Collection of Common Expenses

Section 14.1 Payment of Regular Assessments. Regular Assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. Regular Assessments shall be levied on a fiscal year basis. Unless otherwise specified by the Board, Regular Assessments shall be due and payable in monthly installments by each Lot Owner on the first day of each month during the term of this Declaration. Regular Assessments shall commence, no later than the first day of the first month following the month in which the Lot is conveyed to an Owner. A penalty of 10% of the unpaid balance will be assessed after the last day of the current month.

Section 14.2 Budgeting. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing:

- (a) estimated revenue and expenses proposed; and
- (b) the amount of the total cash reserves of the Association currently available for replacement or major repair of Common Area and for contingencies; The total amount shall be charged equally against all Lots in the Project as Regular Assessments, subject to the limitations set forth in the Bylaws. Each year the Board shall annually prepare and approve the proposed budget and distribute a copy thereof to each Member, together with written

notice of the amount of the Regular Assessment to be proposed for each Owners Lot, not less than ten (10) days prior to the annual homeowners meeting for the purpose of ratifying.

Section 14.3 Non-Waiver of Assessments. If before the expiration of any fiscal year the Association fails to fix Regular Assessments for the next fiscal year, the Regular Assessment established for the preceding year shall continue until a new Regular Assessment is fixed.

Section 14.4 Special Assessments. Subject to the limitations in the Bylaws, Special Assessments may be levied in addition to Regular Assessments for

- (a) constructing capital Improvements;
- (b) correcting an inadequacy in the Current Operation Account;
- (c) defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of Improvements in the Community; or
- (d) paying for such other matters as the Board may deem appropriate for the Community. Special Assessments shall be levied in the same manner as Regular Assessments.

Section 14.5 Common Expenses Attributable to Fewer Than All Lots.

- (a) Any Common Expense associated with the repair, maintenance, cleaning or replacement of the Common Area or Limited Common Area that becomes necessary because of the negligence or neglect of any Lot Owner or any repair made pursuant to Section 6.5 shall be separately assessed against the responsible Lot Owner's Lot.
- (b) Any Common Expense for services provided by the Association to an individual Lot at the request of the Lot Owner shall be assessed against the Lot which benefits from such service.
- (c) Any insurance premium increase attributable to a particular Lot by virtue of activities in or construction of the Lot shall be assessed against that Lot.
- (d) An assessment to pay a judgment against the Association may be made only against the Lots in the Community at the time the judgment was entered, in proportion to their Common Expense liabilities.
- (e) If Common Expense is caused by the misconduct of a Lot Owner, the Association may assess that expense exclusively against that Lot Owner's Lot.

(f) Fees, charges, late charges, fines, collection costs, and interest charged against a Lot Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 14.6 Lien.

(a) The Association shall have a lien on a Lot for a delinquent assessment levied against the Lot or fines imposed against its Lot Owner from the time the Association records a Notice in the Mechanic's Lien Record in the office of the Recorder of Monroe County, Indiana, that the assessment is delinquent. If an assessment is payable in installments, the full amount of the assessment is delinquent if not paid to the Association by the due date of the installment.

(b) A lien under this Section is prior to all other liens and encumbrances on a Lot except:

- (1) a lien, encumbrance, or secured interest recorded before the recordation of the Notice referenced in subsection 14.6(a) above; and
- (2) liens for real estate taxes and other governmental assessments or charges against the Lot.

(c) Recording of a Notice of Delinquency as set forth in subsection (a) above constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required.

(d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the Notice is recorded; provided, that if an Owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which Subsection (a) of this Section creates a lien.

(f) Any steps taken by the Association to collect sums due or enforce a lien under this Section shall entitle the Association to add to the amount due its costs and reasonable attorneys' fees.

(g) A judgment or decree in an action brought under this Section is enforceable by execution under the laws of the State of Indiana.

(h) The Association's lien may be foreclosed as a mortgage on real estate is foreclosed.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged to be due from that Lot Owner prior to or during the pendency of the action. The Court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 14.2 of this Declaration.

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

(k) The sale of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from such liability for any assessments thereafter becoming due or from the lien thereof.

Section 14.7 Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Lot Owner a statement in recordable form setting out the amount of unpaid assessments against the Lot. The statement must be furnished within ten (10) days after the receipt of the request and is binding on the Association, the Board and each Lot Owner.

Section 14.8 Acceleration of Common Expense Assessments. In the event of default for a period after (10) days by any Lot Owner in the amount of any Common Expense assessment levied against his or her Lot, the Board shall have the right to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 14.9 No Waiver of Liability for Common Expenses. No Lot Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot against which the assessments are made.

Section 14.10 Personal Liability of Lot Owners. The Lot Owner of a Lot at the time of a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Lot unless he or she agrees to assume the obligation.

Section 14.11 Accounts. Assessments collected by the Association shall be deposited into at least two (2) separate accounts with a bank and/or savings and loan association, which accounts shall be clearly designated as

- (a) the Current Operation Account and
- (b) the Reserve Account. The Board shall deposit those portions of the assessments collected for current maintenance and operation into the Current

Operation Account and shall deposit those portions of the assessments collected as reserves for contingencies and for replacement and deferred maintenance of capital Improvements into the Reserve Account.

Section 14.12 Current Operation Account. All of the following may be paid from the Current Operation Account:

- (a) All costs of enforcing the provisions of the Project Documents;
- (b) Taxes and assessments, if any, levied or assessed separately against the Common Area;
- (c) Sums necessary to discharge any lien or encumbrance, including taxes, levied against any Lot which constitutes a lien against any portion of the Common Area;
- (d) Insurance premiums and costs for policies purchased for the benefit of the Association;
- (e) Water, sewer, garbage, trash, electrical, gas, telephone and other necessary utility services for the Common Area;
- (f) Costs of routine maintenance, repair and upkeep of Improvements in the Common Area; and
- (g) All other goods, materials, supplies, furniture, labor, services, maintenance, repairs or alterations which the Association is authorized to secure and pay for pursuant to the terms of this Declaration or by law, other than those to be expended from the Reserve Account.

Section 14.13 Reserve Account. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair or replacement of capital Improvements for which reserves have been collected and held. No portion of a reserve designated for a particular capital Improvement may be expended for any purpose other than the maintenance or replacement of that capital Improvement. Except for funds collected for contingencies, no funds collected for the Reserve Account may be used for ordinary current maintenance and operation purposes.

ARTICLE XV

Right to Assign Future Income

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

ARTICLE XVI

Persons and Lots Subject to Documents

Section 16.1 Compliance with Documents. All Lot Owners, tenants, mortgagees and occupants of Lots shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Lot constitutes agreement that the provisions of the Documents are accepted and ratified by such Lot Owners, tenant, mortgagee or occupant, and all such provisions are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Lot.

Section 16.2 Adoption of Rules. The Board may adopt Rules regarding the use and occupancy of Lots, the Common Area and Limited Common Area and the activities of Owners and occupants thereof.

ARTICLE XVII

Casualty Insurance; Reconstruction or Repair of Casualty Damage

17.1 Casualty Insurance on Homes. The purpose of the provisions of section 17.1. is to ensure that, in the event of casualty Loss to a home in The Village of Ridgefield, there shall be proceeds from insurance sufficient to repair or reconstruct the home at least to the standards of the original plans and specifications the damaged unit. The Board shall establish an Insurance Committee to fulfill the responsibilities specified for it in these provisions.

17.1.1 Responsibility of Board for Insurance Coverage. The Board shall purchase casualty insurance, including earthquake coverage, on the supporting structure and exterior of the homes in The Village of Ridgefield. Such coverage shall include:

- A. Footings
- B. Foundations
- C. Framing-outside walls
- D. Exterior siding and guttering
- E. Brick
- F. Concrete floors & sub-flooring
- G. Windows
- H. Exterior doors
- I. Garage Doors
- J. Roofs
- K. Porches, decks and patio slabs & patios (screened and glassed areas included)
- L. Chimneys and fireplaces - not including insert
- M. Electrical service to the meter
- N. Plumbing to the inside of the exterior wall

- O. Interior stud walls and framing
- P. Interior perimeter support walls and beams
- Q. Earthquake coverage for above

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

17.1.2 Responsibility of the Homeowner for Insurance Coverage. The individual homeowner shall purchase and maintain condominium homeowner-insurance or any equivalent to protect the homeowner against personal liability and loss or casualty of personal property and improvements to the interior, including earthquake coverage, that will insure the reconstruction and repair of casualty damage to the interior of the home that is not the responsibility of the Board to insure under Section 17.1.1. Such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Board. If a casualty loss is sustained and there is a reduction in the amount of the proceeds otherwise payable on the insurance purchased by the Board due to proration of insurance purchased by the homeowner, the homeowner shall assign to the Board the proceeds of the insurance purchased by him to the extent of the reduction. All policies purchased by the homeowner which give the carrier the right to elect to restore damage in lieu of a cash settlement shall provide that such option shall not be exercisable by the carrier without the approval the Board. Such insurance coverage by the homeowner shall include, without limitation:

- A. Plumbing from the inside of the exterior wall
- B. Electrical services from the meter in
- C. Duct work
- D. Insulation
- E. Drywall
- F. Floor coverings
- G. Light fixtures
- H. Appliances
- I. Interior doors and trim
- J. Plumbing fixtures
- K. Heating, cooling, filtering units, ceiling and exhaust fans
- L. Window treatments
- M. Drywall covings such as painting, wallpaper, tile, decoration and trim
- N. Cabinets, including but not limited to kitchen and bathroom cabinets, built-in bookcases, and TV enclosures.
- O. Owner's furnishings and personal property
- P. Earthquake coverage for above

17.1.3 Administration of Insurance Coverage for Which Board is Responsible.

- (a) Determination of Coverage; Payment of Premiums by Homeowner. The insurance committee shall determine the amount of coverage on each home in The Village of Ridgefield required to fulfill the Board's responsibility. Homeowners will be billed annually for the premiums attributable to their homes.
- (b) Deductibles. The Board shall be responsible for payments of the deductible on insurance carried by it when the damage is to property that is the Board's responsibility. However, in cases where the Board determines that the homeowner was responsible for the loss, the homeowner shall deposit with the Board as insurance trustee the amount of the deductible.
- (c) Insurance Trustee. All proceeds payable as a result of casualty losses covered by insurance purchased by the Board shall be paid to the Board, and the Board shall act as the insurance trustee. The sole duty of the insurance trustee shall be to receive the proceeds as they are paid and to hold the proceeds in trust for the benefit of the homeowners and their respective mortgagees and for the purposes stated in this Article.
- (d) Right to Adjust Losses. Each homeowner shall be deemed to have delegated to the Board the right to adjust with the insurance company the proceeds payable under policies purchased by the Board.
- (e) Proceeds to Mortgagee. In no event shall any distribution of proceeds be made by the Board to a homeowner where there is a mortgagee endorsement on the certificate of insurance. In such event, any distribution of proceeds shall be to the homeowner and the mortgagee jointly. This is a covenant for the benefit of any mortgagee of a home in The Village of Ridgefield and may be enforced by the mortgagee.

17.1.4 Administration of Insurance Coverage for Which the Homeowner is Responsible.

- (a) Amount of Coverage. The insurance committee shall determine and inform each homeowner of the minimum coverage that must be carried to meet the homeowner's responsibility under section 17.1.3, which shall not be less than 100% of the replacement value necessary to restore the home to the standards of the original plans and specifications of the home.
- (b) Choice of Insurance Carrier. Homeowners may choose the insurance carrier for the coverage that is their responsibility.
- (c) Deductibles. Homeowners may determine the amount of their deductibles, except deductibles for casualty losses on repair or reconstruction of homes may not be more than five thousand dollars without

permission of the insurance committee. (This provision does not apply to earthquake coverage.)

17.2 Reconstruction or Repair of Casualty Damage to Homes. It is the purpose of section 17.2 that, in the event of damage, homes be promptly reconstructed or repaired to maintain the integrity and appearance of homes in The Village of Ridgefield.

17.2.1 Responsibility of the Board and of Homeowners. The Board and affected homeowners shall proceed promptly to reconstruct or repair those aspects of homes on which they were responsible for carrying insurance under section 17.1. Such restoration shall be in accordance with the standards of the original plans and specifications of the home, except at the election of the affected homeowner, the home may be restored to the condition as it existed immediately prior to the damage.

17.2.2 Application of Insurance to Restoration; Funding Restoration if Insurance Is Inadequate. The proceeds of insurance carried by the Board and by homeowners for the repair and reconstruction or repair of homes shall be applied to the cost of such restoration. If the insurance proceeds from the insurance carried by affected homeowners are inadequate to cover the costs of restoration or if there are no proceeds, the homeowners directly affected by the damage shall pay the cost of restoring the home. If any homeowner fails or refuses to restore a home when required, the Board may pursue whatever legal means are available to cause such restoration, including but not limited to the Board completing the restoration and paying the cost thereof, with the cost attributable to the homeowner who refuses or fails to make the restoration when required becoming a lien on such defaulting homeowner's home and subject to foreclosure in the same manner as provided for regular assessments.

17.2.3 Choice of Contractor; Estimates and Specifications. In the event of damage to homes where the structure and exterior of the home is affected, affected homeowners may choose a contractor for restoration of the home, subject to approval by the Board. The contractor shall submit estimates and specifications for the Board's approval. If damage is only to those aspects of a home for which the homeowners are responsible, affected homeowners may proceed with restoration without approval of the Board, so long as that restoration complies with section 17.2.1.

17.2.4 Option of Board to Proceed With Restoration of Structure and Exterior of Home. At its option, the Board may proceed with repair and reconstruction of those aspects of a damaged home for which the Board is responsible without waiting for settlement of an affected homeowner's insurance claim or for the submission of a contractor, estimates, and specifications. Homeowners are deemed to have given the Board permission to enter a homeowner's property for this purpose.

17.2.5 Encroachments. Encroachments upon the real property of a homeowner or in favor of the real property of a homeowner which may be created as a result of repair or reconstruction of any property in The Village of Ridgefield shall not constitute a claim or basis of a proceeding or action by the homeowner upon whose real property such encroachment exists; provided, however, that such repair or reconstruction was either substantially in accordance with the original plans and specifications for the homes in The Village of Ridgefield or substantially in accordance with the home as originally constructed. Such encroachments shall be allowed to continue in existence for so long as the home stands. Each homeowner with The Village of Ridgefield hereby conveys to the Board an easement to permit The Village of Ridgefield Homeowners' Association, Inc., its agents, employees or designates to enter upon and across the real property of the homeowner for the purpose of repairing or reconstructing the real property in The Village of Ridgefield.

17.2.6 Surplus. In the event there is a surplus in the construction fund for which the Board is insurance trustee after the repair or reconstruction of the damage, such surplus may be retained by the Board as a reserve or may be used in the maintenance and operation of The Village of Ridgefield Homeowners' Association, Inc. In the discretion of the Board, any surplus may, in the alternative, be distributed to the homeowners and mortgagees directly affected by the damage.

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

17.3.1 Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

(a) Each Lot Owner is an insured person under the policy with respect to liability arising out of the Lot Owners interest In the Common Area or membership In the Association,

(b) The insurer waives the right to subrogation under the policy against a Lot Owner or member of the household of a Lot owner and the Lot Owner and members of the household of the Lot waive the right of subrogation against the Association.

(c) An act or omission by a Lot Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

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

(e) The insurer may not cancel or refuse to renew the policy without first providing ten (10) days written notice pursuant to Indiana law. Notice to the Association shall be deemed notice to all Lot Owners. The insurer shall notify all mortgagees, loss payees and additional insured's, and will use its best efforts to notify all parties to whom a certificate of insurance has been provided, all at their respective last known addresses.

17.4 Workers' Compensation Insurance. The Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Indiana.

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

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

17.7 Premiums. Insurance premiums and policies obtained by the Association pursuant to the provisions of Section 17.1 and 17.2, as it applies to the Unit, shall not be a common expense paid by the Association but shall be billed to the Unit Owner on an annual basis. Insurance premiums for policies obtained by the association pursuant to the provisions of Section 17.3, 17.4, 17.5 and 17.6 shall not be a common expense paid by the association. The premiums for such insurance shall be billed 1/30th to each owner.

ARTICLE XVIII

Damage To or Destruction of the Community

Section 18.1 Duty to Restore. A portion of the Community for which insurance carried by the Association is in effect, that is damaged or destroyed, must be repaired or replaced promptly by the Association unless:

18.1.1 Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or

18.1.2 Eighty percent (80%) of the Lot Owners, including each owner of a Lot that will not be rebuilt, vote not to rebuild.

Section 18.2 Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

ARTICLE XIV

Miscellaneous

Section 19.1 Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 19.2 Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

Section 19.3 Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 19.4 Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

IN WITNESS WHEREOF, the Owners acting by and through the Ridgefield Homeowners Association, Inc., have executed this Restated and Amended Declaration of Covenants, Conditions and Restrictions of Ridgefield, on the date and year first above written.

RIDGEFIELD HOMEOWNERS ASSOCIATION, INC.

By: Cynthia A York
Its: PRESIDENT

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Cynthia York known to me to be the President of the Ridgefield Homeowners Association, Inc. personally appeared before me, a Notary Public, in and for said County and State on the 11 day of February, 2015, and acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of Ridgefield.

My Commission expires:
1-29-23

Laura Parrish
Notary Public

County of Residence:
Monroe

Laura Parrish
Name Printed

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. Megan Lewis.

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