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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR QUAKER RIDGE HOME OWNERS ASSOCIATION, INC.
SECTIONS ONE AND TWO**

This Declaration (hereinafter referred to as "the Declaration" or "this Declaration"), made this first day of December, 2022, by Quaker Ridge Home Owners Association, Inc. and the homeowners in Quaker Ridge Sections One and Two (hereinafter referred to as the "Association"), with the consent of the Owners of the real estate in Hamilton County, Indiana, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property");

By way of recording this Declaration, the Association hereby rescinds and replaces the initial Declaration with this Amended and Restated Declaration.

The Property subject to this Declaration (as defined herein) shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Property, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and of each of the Lots situated therein.

This Declaration does not intend to create a condominium within the meaning of the Indiana Horizontal Property Law, Indiana Code §32-1-6-1, et seq.

The Association is also governed by the Indiana HOA Act, which can be found at Indiana Code 32-25.5.

ARTICLE I

Definitions

The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

- (A) "Act" shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended.
- (B) "Association" shall mean the Quaker Ridge Home Owners Association, Inc. an Indiana non-profit corporation formed under the Indiana Nonprofit Corporation Act of 1991, as amended.
- (C) "Articles" or "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time.
- (D) "Board" or "Board of Directors" shall be the elected body of the Association having its normal meaning under Indiana corporate law.
- (E) "By-Laws" shall mean and refer to the Code of By-Laws of the Association, as the same may be amended from time to time.
- (F) "Common Area" shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners.
- (G) "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of the Common Areas, and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses.
- (H) "Development Plan" shall mean and refer to the preliminary plan and any subsequent amendments hereto reflecting the proposed development of the Property, a copy of which is attached as Exhibit "C" and hereby incorporated herein by reference.
- (I) "Dwelling Unit" shall mean and refer to any building, structure or portion thereof situated on the Property designed and intended for use and occupancy as a residence by one (1) family.

(J) "Initial Declaration" shall mean and refer to the Plat Covenants Quaker Ridge Section One and Section Two, which was amended and restated on or about April 30, 2017 and recorded in the Hamilton County Recorder's Office on or about December 21, 2017 under Instrument No. 2017062704, Plat Covenants Quaker Ridge Section One, which was recorded in the Hamilton County Recorder's Office on or about March 29, 1993 under Instrument No. 9310996 and Plat Covenants Quaker Ridge Section Two, which was recorded in the Hamilton County Recorder's Office on or about December 13, 1993 under Instrument No. 9361777 and Declaration of Covenants and Restrictions for The Legends at Geist, which was recorded in the Hamilton County Recorder's Office on December 22, 1992 under Instrument No. 9251016. By way of background, the Quaker Ridge neighborhood was originally a neighborhood within a group of neighborhoods referred to as "The Legends at Geist." A combination of two or more documents from those provided direction and restriction on the Lots within the Quaker Ridge neighborhood.

(K) "Lot" shall mean a portion of the Property, whether developed or undeveloped, intended for development, use, and occupancy for a single family, The term shall include all portions of the Lot owned as well as any structure thereon. A Lot will not necessarily be the same as any individually numbered parcel of land shown upon, and identified as a lot on, any recorded subdivision plat of the Property or any part thereon. For purposes of this Declaration, a "Lot" may be:

- (i) any individually numbered parcel of land identified as a Lot on such a subdivision plat,
- (ii) part of such a numbered parcel of land,
- (iii) such a numbered parcel of land combined with part or all of another such numbered parcel of land, or
- (iv) parts of all of two (2) or more of such numbered parcels of land combined.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for residential use for such parcel on the Development Plan or the site plan once a certificate of occupancy is issued on all or a portion thereof by the local governmental entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Lot or Lots as determined above and the number of Lots on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

(L) "Member" shall mean and refer to a Person entitled to membership in the Association, in accordance with Article V.

(M) "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

(N) "Mortgagee" shall mean and refer to the holder of a recorded mortgage lien on a Lot or Dwelling unit.

- (O) "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Lot which is part of the Properties but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.
- (P) "Person" shall mean and refer to a natural person, company, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- (Q) "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter made subject to this Declaration by Supplemental Declaration.
- (R) "Regular Assessment" shall mean and refer to assessments levied against all Lots in the Property to fund Common Expenses.
- (S) "Restrictions" shall mean and refer to the agreements, conditions, covenants, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time
- (T) "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 5 of this Declaration.
- (U) "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by the Board or its successors, and recorded in the public records of Hamilton County, Indiana, which subjects additional property of this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. The term shall also refer to the instrument recorded by the Association pursuant to Article III, Section 2 of this Declaration to subject additional property to this Declaration.

ARTICLE II

Declaration of Restriction and Statement of Property Rights

Section 1. Declaration.

The Properties shall be held, transferred or occupied subject to these Restrictions. The Owners of any Lot subject to these Restrictions, and all other Persons:

- (a) by acceptance of a deed for Property within the Association conveying title thereto, or the execution of a contract for the purchase thereof, or
- (b) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such occupancy subject to each Restriction and agreement herein contained.

By acceptance of such deed, or execution of such contract, or understating such occupancy, each Owner and all other Persons acknowledge the rights and powers of the Association with respect to these Restrictions, and also, for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with the Association, and the Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

Section 2. Property Rights.

Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to:

- (a) this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such Property to the Association.
- (b) the right of the Association to limit the number of guests who may use portions of the Common Area, and to adopt rules regulating the use and enjoyment of the Common Area;
- (c) the right of the Association to suspend the right of an Owner to use certain portions within the Common Area
 - (i) for any period during which any charge against such Owner's Lot remains delinquent, and
 - (ii) for a period in accordance with the rules and regulations promulgated by the Board of Directors of the Association for violations of the Declaration, By-Laws, or Rules of the Association after notice and a hearing pursuant to the By-Laws;

- (d) the right of the Association to dedicate or transfer all or any part of the Common Area pursuant to these Covenants and Restrictions;
- (e) the right of the Association to impose reasonable membership requirements and charge reasonable admission or other fees for the use of portions of the Common Area; and
- (f) the right of the Association to mortgage or pledge any or all of its real or personal property as security for money borrowed or debts incurred.

ARTICLE III

Annexation and Withdrawal of Property

Section 1. Annexation With Approval of Membership.

Subject to the consent of the Owner thereof, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of two-thirds (2/3) of the Association Members.

Annexation shall be accomplished by filing of record in the public records of Hamilton County, Indiana, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and Secretary of the Association, and by the Owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 1 and to ascertain the presence of a quorum at such meeting.

Section 2. Acquisition of Additional Common Area.

Association may acquire additional real estate, improved or unimproved, subject to the provisions of this Declaration and the jurisdiction of the Association. Such acquisition shall require the affirmative vote of Members or alternatives representing two-thirds (2/3) of the Association

Members.

Acquisition shall be accomplished by filing of record in the public records of Hamilton County, Indiana, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and Secretary of the Association, and by the Owner of the property being acquired, and any such acquisition shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice or any meeting called for the purpose of considering acquisition of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

ARTICLE IV

Membership and Voting Rights

Section 1. Membership.

Every Owner, as defined in Article I, shall be deemed to have a membership in the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written or electronic instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.

ARTICLE V

Association; Membership; Voting; Functions

Section 1. Membership in Association.

Each Owner of a Lot shall, automatically upon becoming an Owner, be and become a Member of the Association and shall remain a Member until such time as his/her ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of his/her Lot; provided, however, that any Person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a Member until and unless he/she realizes upon his/her security, at which time he/she shall automatically be and become an Owner and a Member of the Association.

Section 2. Voting Rights.

Each Member of the Association shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Members are entitled to vote. When more than one (1) Person constitutes the Owner of a particular Lot, all such Persons shall be Members of the Association, but all of such Persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Section 3. Functions.

The Association has been formed for the purpose of providing for the maintenance, repair, replacement, administration, operation and ownership of the Common Areas as and to the extent provided herein, to pay taxes assessed against and payable with respect to the Common Areas, to pay any other necessary expenses and costs in connection with the Common Areas, to serve any purpose described in the Articles of Incorporation filed for such corporation with the Secretary of State and to perform such other functions as may be designated for it to perform under this

Declaration or under any recorded subdivision plat of the Property, whether heretofore or hereafter recorded.

ARTICLE VI

Board of Directors

Please refer to the By-laws, Article III

ARTICLE VII

Property Taxes, Utilities

Section 1. Property Taxes.

Property taxes on each Lot, and on any Dwelling Unit or other improvements on each Lot, are to be separately assessed and taxed to each Lot and shall be paid by the Owner of such Lot. Any property taxes or other assessments against the Common Areas shall be paid by the Association and treated as a Common Expense.

Section 2. Utilities.

Utilities which are not separately metered to an Owner's Lot or Dwelling Unit shall be treated as and paid of the Common Expense, unless otherwise determined by the Association.

ARTICLE VIII

Maintenance, Repairs and Replacements

Section 1. By Owners.

Each Owner shall, at his/her own expense, be responsible for, and shall promptly perform as the need therefore arises, all maintenance, repairs, decoration and replacement of his/her own Dwelling Unit, both interior and exterior. In addition, each Owner shall furnish and be responsible for the maintenance of all portions of his/her Lot, except for such portions thereof as may, in

accordance with the terms of this Declaration, be designated as a part of the Common Areas for purpose of maintenance only. All fixtures and equipment installed within or as part of a Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his/her Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling Unit or any part of the Common Areas. Such maintenance and repairs include but are not limited to internal water lines, plumbing, electric lines, gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his/her Dwelling Unit or Lot.

Section 2. By the Association.

Maintenance, repairs, replacements and upkeep of the Common Areas shall (except to the extent provided herein as the obligation of Owners) be furnished by the Association, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

In addition to the maintenance of the Common Areas, the Association, as part of its duties, and as a part of the Common Expenses, may provide for maintenance the following items, which shall be considered part of the Common Areas for purposes of maintenance only:

- (a) any perimeter fencing (including walls, entryways or structures of the like) installed in Common Areas;
- (b) landscaping and other items in the right-of-way of the Street and in the "Landscape Buffers" or "Landscaping Easements" as shown on the Development Plan; and
- (c) the lakes or ponds shown on the site plan (Exhibit "B"), including any equipment (such as water wells, fountains or other aeration equipment) installed as an appurtenance to or to aid in the functioning of such lakes or ponds.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Areas as it deems necessary, provided that the same are not inconsistent with the express provisions of this Declaration.

Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Areas (or items deemed Common Areas for purposes of maintenance), if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his/her family or of a guest, contractor of Owner, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas (or items deemed a such for purposes of maintenance), or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.

The authorized representatives of the Association, the Board and the Managing Agent for the Association (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to the Common Areas and items deemed as Common Areas for purposes of maintenance, including, but not limited to, access to any easements reserved, granted or created by any subdivision plat of any portion of the Property for such purpose.

ARTICLE IX

Quaker Ridge Architectural Committee

Section 1. Creation.

There shall be, and hereby is, created and established the "Quaker Ridge Architectural Committee" to perform the functions provided to be performed by it hereunder or under any subdivision plat of the Property. The Architectural Committee shall be a standing committee of the Association consisting of three (3) or more Persons as may, from time to time, be provided in the By-Laws. If the By-Laws do not, at any time, provide for the Architectural Committee, then the Board shall be and constitute the Architectural Committee.

Section 2. Character of the Property.

A. In General.

Every Lot in the Property is a residential lot and shall be used exclusively for single-family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential Lots except a single-family dwelling and other improvements, appurtenances and facilities as are usual and customary accessory uses to a single-family dwelling.

Prior to the commencement of any construction or demolition activity which would result in a visible change on a Lot, a site plan of the building area and construction plans for all structures to be placed or removed shall be submitted to the Architectural Committee for approval by the Board.

Unapproved removal or destruction of trees by an Owner or his/her successors in title, other than by acts of God or circumstances beyond the Owner's control, shall, within ninety (90) days after notice in writing from the Board, be replaced by a tree of a type and size established by the Architectural Committee. Upon failure to do so, the Board shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the Lot collectable in any court of law or equity

together with reasonable attorney's fees for the enforcement of such lien. For purposes of executing this covenant, an easement for ingress and egress shall be and hereby is reserved on each Lot for the performance thereof. This Section does not apply to Lots with woods – it only applies to trees subject to the minimum number set forth herein this Declaration (Exhibit "C", Quaker Ridge Architectural Design Guidelines).

Adequate physical barriers, such as straw bales or snow fence, shall be provided by builders to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements. Pruning of trees extending into common areas shall be permitted subject to the review and approval of the Board and shall be undertaken only by qualified persons having adequate equipment to properly protect and preserve such trees.

In addition to individual site plan restrictions and tree preservation administered by the Board, platted building lines, minimum distances between buildings and minimum front, side and rear building lines shall be as established on any plat of the Property. All construction upon the Property shall be done in compliance with the requirements of all applicable zoning, building and other governmental laws, ordinances, codes and other regulations.

B. Accessory Outbuildings and Use Thereof.

No accessory outbuildings or other accessory uses or improvements shall be erected on any of the Lots prior to the erection thereon of a single-family Dwelling Unit, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a Lot subject to these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation. No metal outbuildings shall be permitted on any Lot. All outbuildings must be of the same design and materials as the primary structure and shall be subject to the approval of the Board.

C. Occupancy and Residential Use of Partially Completed Dwelling House Prohibited.

No Dwelling Unit constructed on any of the Lots shall be occupied or used for residential

purposes or human habitation until it shall have been substantially completed. The determination of whether the Dwelling Unit shall have been substantially completed shall be made by the Board and such decision shall be binding on all parties.

Section 3. Restrictions and Obligations Concerning Size, Placement and Maintenance of Dwelling Units and Other Structures.

A. Minimum Living Space Areas.

The minimum square footage of living space of Dwelling Units constructed on the Lots shall be as specified in Exhibit "C", Architectural Quaker Ridge Design Guidelines.

B. Set Back Requirements.

Set-back and yard size requirements for Lots shall be as set forth on any recorded plat of the Property.

C. Exterior Construction.

The finished exterior of every Dwelling Unit and other building constructed or placed on any Lot shall be subject to the approval of the Architectural Committee. All driveways must be paved from their point of connection with the abutting street or road to their point of connection with the garage apron.

D. Diligence in Construction.

Every building whose construction or placement on any Lot is begun shall be completed within twelve (12) months after the beginning of such construction or placement. The time for commencement of construction may be extended by the Board if in its sole discretion, the circumstances warrant such extension. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

E. Prohibition of Used Structures.

All structures constructed or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

F. Association's Right to Perform Certain Maintenance.

In the event that any Owner of a Lot shall fail to maintain his/her Lot and any improvements situated thereon in accordance with the provisions of any recorded plat of the Property, the Association, shall have the right, but not the obligation, by and through its agents and employees or contracts, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restriction and the provisions contained in any such plat. The cost thereof to the Association shall be collected as a special assessment against such Owner and his/her Lot and shall be assessed to the Owner's account immediately. Neither the Association nor any of its agents, employees, or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder.

Section 4. Provisions Respecting Disposal of Sanitary Waste.

A. Nuisances.

No outside toilets shall be permitted on any Lot (except during a period of construction and then only with the consent of the Board), and no sanitary waste or other wastes shall be permitted to be exposed.

B. Construction of Sanitary Sewage Lines and Disposal Facilities.

All sanitary sewage lines and disposal facilities on the Lots shall be designed, constructed, installed and maintained in accordance with the provisions and requirements of the current sewage utility provider and any other governmental or quasi-governmental agencies having jurisdiction over sanitary sewers and these Restrictions.

Section 5. Architectural Committee's Functions.

A. Statement of Purposes and Powers.

The Architectural Committee shall assist the Board to regulate the exterior design, appearance, use, location and maintenance of lands subject to these restrictions, and improvements thereon, in such a manner as to preserve and enhance values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and to provide for the proper functioning of the storm drainage system for the Property. For these purposes, the Board may, from time to time and at any time, make, amend and modify such rules, regulations and guidelines as it may deem necessary or desirable to guide Owners as to the terms, conditions, procedures and requirements of the Architectural Committee for the submission and approval of items to it. Such rules, regulations and guidelines may, in addition, set forth additional specifications to those set forth herein or in any subdivision plat of the Property, so long as the same are not inconsistent with this Declaration or any such subdivision plat. The power and authority to be exercised by the Architectural Committee shall be controlled and governed by the Board, at its discretion. Attached hereto as Exhibit "C" and hereby incorporated herein by reference are the "Quaker Ridge Architectural Design Guidelines" adopted by the Board.

1. Generally. No dwelling, building, structure or improvement, of any type or kind, shall be constructed or placed on any Lot without the prior approval of the Board. Such approval shall be obtained only after written or electronic application has been made to the Board by the Owner of the Lot requesting authorization from the Architectural Committee. Such written or electronic application shall be made in the manner and form prescribed from time to time by the Architectural Committee and shall be accompanied by a complete set of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be

constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed (and existing) landscaping, together with any other material or information which the Architectural Committee may require. All building plans and drawings required to be submitted to the Architectural Committee shall be drawn to a scale of 1/4"=1' and all plot plans shall be drawn to a scale of 1"=30', or to such other scale as the Architectural Committee shall require. There shall also be submitted; where applicable, such other permits or reports as may be required under this Declaration. The following drawings shall be considered minimum for approval study:

- (a) Site plan which includes complete topographic study, location of all trees, existing and proposed structures, drives, proposed (or existing) sanitary sewage disposal system location, utility service, terraces and all landscape details (including size of all plantings and type); and
- (b) Foundation plan, floor plans, cross-sections, exterior elevations, interior elevations, electrical drawings, interior details, and complete specifications for all materials to be used both inside and outside the house, building, structure or other improvement.

2. Power of Disapproval. The Board may refuse to grant permission to construct, place or make the requested improvement, when:

- (a) the plans, specifications, drawings or other material submitted are, in the discretion of the Board, inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions or any rules, regulations or guidelines adopted by the Board;
- (b) in the sole opinion of the Board, the design or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or
- (c) the proposed improvement, or any part thereof, would, in the sole opinion of the Board, be contrary to the interests, welfare or rights of all or any of the other Owners.

3. Change, Modification, or Amendment of Rules, Regulations and Guidelines. Any rules, regulations and guidelines made at any time by the Board or Architectural Committee (including the "Quaker Ridge Architectural Design Guidelines" attached as Exhibit "C" to this Declaration) may be changed, modified and amended by the Architectural Committee, as approved by the Board,

at any time, and from time to time, on a prospective basis; provided, however, that no such change, modification or amendment shall be applied by the Board retroactively as to any construction previously completed nor as to the construction of any improvements which have previously been formally approved by the Board if such construction has been commenced or is commenced within ninety (90) days after such change, modification or amendment is effective. Any rules, regulations or guidelines at any time made by the Board or Architectural Committee, shall be set forth in a written or electronic instrument and recorded in the office of the Recorder of Hamilton County, Indiana, and shall be effective upon such recording; provided, however, that the making, adoption, change, modification and amendment of any such rules, regulations or guidelines by the Board or Architectural Committee shall not be considered or deemed to be amendments of this Declaration requiring the consent or approval of any Owners, Mortgagees or other Persons.

B. Duties of Architectural Committee

The Architectural Committee shall function at the direction of the Board and shall have those powers provided to the Architectural Committee by the Board. The Board shall approve or disapprove proposed improvements within thirty (30) days after all required information has been submitted to it. One copy of submitted material shall be retained by the Board for maintenance in the Association's corporate file. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

C. Liability of Architectural Committee and Board.

Neither the Architectural Committee, the Board, nor any member thereof, nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Board and Architectural Committee do not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or

advisability of the design, the engineering, the method of construction involved, or the materials to be used.

D. Inspection.

The Architectural Committee and The Board may inspect work being performed to assure compliance with these Restrictions, the restrictions contained in any plat of the Property and other applicable regulations. However, neither the Architectural Committee, nor any member thereof, the Board, nor any member thereof, nor any agent or contractor employed or engaged by the Architectural Committee or Board, shall be liable or responsible for defects or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the Architectural Committee or the Board, shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

Section 6. Rules Governing Building on Several Contiguous Lots Having One Owner.

Whenever two or more contiguous Lots shall be owned by the same Person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he/she shall apply in writing to the Architectural Committee for permission from the Board to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as, and only so long as, the Lots remain improved with one single Dwelling Unit and permitted accessory out-buildings; uses or improvements.

ARTICLE X

Assessments and Budget

Section 1. Creation of Assessments.

There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors. There shall be two (2) types of assessments:

- (a) Regular Assessments to fund Common Expenses for the benefit of all Members of the Association; and
- (b) Special Assessments as described in Section 5 below.

Each Owner, by having accepted a deed or recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these assessments.

Section 2. Annual Accounting.

Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board shall cause to be prepared and made available to each Owner a financial statement or statements which shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Section 3. Proposed Annual Budget.

Annually, on or before the date of the annual or special meeting of the Association at which the budget is to be acted upon, the Board of Directors shall cause to be prepared a proposed annual budget for the next ensuing fiscal year estimating the total amount of the Common Expenses for such next ensuing fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such meeting is mailed or delivered in person or electronically to such Owners. The annual budget shall be submitted to the Owners at the designated meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the next ensuing fiscal year. At such annual or special meeting of the

Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Association Members in attendance at the annual or special meeting in person or by proxy; provided, however, that in no event shall such meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting. Either the proposed annual budget or the proposed annual budget as amended shall be adopted. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Areas shall be maintained by the Association in a separate interest-bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Hamilton County or Marion County, Indiana selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the meeting of the Association at which the budget is to be acted upon, there is no annual budget approved by the Owners as herein provided for the current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 4. Regular Assessments.

The annual budget as adopted by the Owners shall be based on the estimated cash requirement for the Common Expenses in the fiscal year covered thereby as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot. Following the adoption of the annual budget, each Owner shall be given written or electronic notice of the assessment against his/her respective Lot (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final budget, including reserve funds as herein above provided. The Regular Assessment against each Lot shall be paid in full in advance by a date specified by the Board which date shall not be earlier than fifteen (15) days after the written or electronic notice of such Regular Assessment is given to the Owners. However, at the option of the Board, the Regular Assessment against each Lot may be paid in advance in equal quarterly installments commencing on the first day of the first month of each fiscal year and quarterly thereafter through and including the first day of the last quarter of such fiscal year. Payment(s) of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors. In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget:

- (a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion or such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment and all payments thereafter during such fiscal year shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

- (b) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due until the entire amount of such excess has been so credited;

Provided, however, that if an Owner had paid his/her Regular Assessment in full in advance, then the adjustments set forth under (a) or (b) above shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners. The Regular Assessment for each fiscal year of the Association shall become a lien on each separate Lot as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his/her Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his/her Lot or any interest therein, shall not relieve or release such Owner or his/her successor as Owner of such Lot from payment of the Regular Assessment for such Lot as finally determined, and such Owner and his/her successor as Owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 7 of this Article X hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year with respect to which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Annual or quarterly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association,

and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same.

Section 5. Special Assessments.

From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in this Declaration, the Articles, the By-Laws or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or construction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefore under the circumstances described in this Declaration.

Section 6. Maintenance Assessments.

The Association may make assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity which is the responsibility of the Association or of a Lot Owner hereunder or under the Declaration, but which such Lot Owner has not undertaken as required hereunder or under the Declaration. Any such assessment shall be assessed only against those Lot Owners whose failure to comply with the requirements of the covenants hereunder and under the Declaration necessitated the action to enforce such covenants or the undertaking of the maintenance or other activity.

Section 7. Failure of Owner to Pay Assessments.

No Owner may exempt himself from paying Regular Assessments or Special Assessments or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and items deemed Common Areas for purposes of maintenance, and toward any

other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments against his/her Lot. Where the Owner constitutes or consists of more than one Person, the liability of such Persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments against his/her Lot when due, the lien for such Assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board for and on behalf of the Association as a mortgage on real property or as otherwise provided or permitted by law. Upon the failure of an Owner to make timely payments of any such Regular Assessment or Special Assessment, when due, the Board may, in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Lot and Dwelling Unit which are the subject of such action shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot and dwelling Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of pre-serving the Lot and Dwelling Unit and to collect the rentals and other profits there from for the benefit of the Association to be applied to the unpaid Regular Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing (and without thereby being deemed to have waived) the lien securing the same. In any action to recover any Regular Assessment or Special Assessment, or any other debts, dues or charges owed the Association, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit all of the costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such Assessments or charges were due, until paid, at a rate equal to the "prime interest rate" then in effect

as publicly quoted or published by any national bank selected by the Board.

Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the By-Laws, any sale or transfer of a Lot and Dwelling Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment or other charges as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments, Special Assessments, or other charges thereafter becoming due or from the lien therefor. Such unpaid share of any Assessments or other charges, the lien for which has been divested as aforesaid, shall, if not collected from the party personally liable therefore, be deemed to be a Common Expense, collectable from all Owners (including the party acquiring the subject Lot and Dwelling Unit from which it arose).

ARTICLE XI **Mortgages**

Section 1. Notice to Association.

Any Owner, who places a first mortgage lien upon his/her Lot, or the Mortgagee, shall notify the Secretary of the Association thereof and provide the name and address of the Mortgagee. A record of each such first mortgage, and name and address of the Mortgagee, shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such

mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which he/she otherwise may be entitled by virtue of this Declaration, the By-Laws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Association shall, upon request of a Mortgagee who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee with written or electronic notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the By-Laws which is not cured within sixty (60) days.

Section 2. Notice of Unpaid Assessments.

The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Association and the Owners, and any Mortgagee or Grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 3 of Article X hereof.

ARTICLE XII

Insurance

Section 1. Casualty Insurance.

The Association shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Common Areas in an amount consonant with the full replacement value of the improvements, if any, which, in whole or in part, comprise the Common Areas. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors 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 Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall name the Association as the insured, for the benefit of each Owner (to the extent, if any, that individual Owners have an independent interest in the property covered thereby). All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as herein above set forth shall be paid to it or to the Board of Directors. In the event that the Board of Directors has not posted surety bonds for the faithful performance of their duties as such Board members or if such bonds do not exceed the funds which will come into its hands, and there is damage to a part or all of the Common Areas resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties in an amount to be determined by the Board, but not less than one hundred and fifty percent (150%) of the loss, before the Board shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the Board in connection with any such insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of the Owners. The proceeds shall be used or disbursed

by the Association or the Board, as appropriate, only in accordance with the provisions of this Declaration.

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, the 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:
 - (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and
 - (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Association does not elect to restore.

Section 2. Public 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, but in any event with a minimum combined limit of \$1,000,000.00 per occurrence. Such comprehensive public liability insurance policy shall cover all the Common Areas and shall insure the Association, Board, any Managing Agent appointed or employed by the Association, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Property, all Owners of Lots and all other persons entitled to occupy any Lot or Dwelling Unit. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

Section 3. Other Insurance.

The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, an such

other insurance as the Board of Directors may from time to time deem necessary, advisable or appropriate, including but not limited to, liability insurance on vehicles owned or leased by the Association and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall insure to the benefit of each Owner, the Association, the 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/her right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Association.

Section 4. General Provisions.

The premiums for all insurance hereinabove described shall be paid by the Association as part of the Common Expenses. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written or electronic 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 (accompanied by copies of such policies or any changes thereto, or certificates indicating the coverages included therein) shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

In no event shall any distribution of insurance proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy as it applies to such Owner's share of such proceeds. In such event any remittances shall be to the Owner and his/her Mortgagee jointly. The same method of distribution shall also apply to the distribution of any condemnation awards in connection with any taking of any of the Common Areas. Notwithstanding the foregoing, under no circumstances shall any distribution of

insurance proceeds or condemnation awards be made by the Association, to any Owners or Mortgagees if to do so would be in violation of the Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the Members of the Association; in any such event, any such insurance proceeds or condemnation awards shall be retained by the Association for use in the payment of its expenses of operation.

Section 5. Insurance by Owners.

Each Owner shall be solely responsible for and must obtain insurance at his/her own expense, affording coverage upon his/her personal property, Lot, Dwelling Unit, contents of the Dwelling Unit, personal property stored anywhere on the Property, and for his/her 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.

ARTICLE XIII

Casualty and Restoration

In the event of damage to or destruction of any of the Common Areas due to fire or any other casualty or disaster, the Association shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Association, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, 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 of the Common Areas, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Areas so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Association against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part

of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Areas to as near as possible the same condition as they existed immediately prior to the damage or destruction.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Association has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Lot which may be created as a result of such reconstruction or repair of any of the Common Areas shall not constitute a claim or basis of a proceeding or action by the Owner upon whose Lot such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Common Areas were originally constructed.

ARTICLE XIV

Use Restrictions

Section 1. Owner Occupancy Requirement.

The Property shall be used only for single-family residential purposes; provided, however, that such restriction shall not apply to any Lot or part thereof or any other part of the Property at any time owned by the Association which constitutes a part of the Common Areas and upon which no Dwelling Unit is located.

Except as provided in this covenant, and to maintain the congenial and residential character of the Association, and for the protection and maintenance of property values by encouraging the

maintenance, improvement, and updating of the Lots within the Association, each home in the Association must be "Owner-Occupied" for a minimum of two (2) years from the date the Owner(s) takes title to a Property within the Association.

The term "Owner-Occupied" does not include the representatives, employees, agents, or guests of a corporation, partnership, or other entity. In addition, titled Owner(s), or their agent or representative, cannot rent, lease, sell on contract, lease to own, or enter into any other form of agreement that would allow a non-owner to use a home in the Association subdivision as their primary residence during this two (2) year period of required Owner-Occupancy. If any Owner enters into a lease agreement, rental agreement, land sale contract, lease to own agreement, or other forms of agreement that would allow a non-owner to use a home in the Association as their primary residence during the Owner-Occupancy period, those agreements will be voidable in the sole discretion of the Association's Board of Directors.

If a current Owner in the Association is renting or leasing his/her home or selling his/her home on contract on the date this Owner-Occupancy restriction goes into effect, then that Owner may continue to rent, lease, or sell his/her home so long as he/she continues to own the home. However, once the current Owner transfers title to the home to another Owner, stops renting or leasing the home, or sells the home on contract, then the home must be Owner-Occupied as provided in this Section. Any current Owner renting or leasing his/her home must rent or lease the whole home (no room or partial home rentals or leases) to a single family for a period of at least six (6) months and no more than one (1) year without automatic renewal, must provide a copy of the Covenants to the tenant and inform the tenant that failure to comply with the covenants and restrictions in the Covenants is a default under the rental or lease agreement, and must provide the Association with a copy of the rental or lease agreement (amounts redacted) within thirty (30) days

of signing the rental or lease agreement. Short-term rentals of thirty (30) days or less, and group, room, or partial home leases or rentals are strictly prohibited at any time.

The Board may approve a hardship exception to this two (2) year restriction if requested in writing by the Owner. A request for a hardship exception must state the reason(s) for the hardship exception request, such as but not limited to, temporary or permanent job transfer or relocation, military deployment, etc. The Board may request further information regarding a request and may ask the Owner to modify the terms of his/her request before making a final decision on whether to grant or deny the request. Once an Owner has submitted a request for a hardship exception to the Board, the Board has thirty (30) days from the date of receiving the request to make a ruling on the request. If the Board does not rule on the request within that time period, then the request is automatically denied. A decision of whether to grant a hardship exception is strictly within the sole discretion of the Board; however, a hardship exception for investment purposes, short-term rentals of thirty (30) days or less, and group, room, or partial home leases or rentals is strictly prohibited and will not be approved.

However, this restriction is not intended to prevent residents whose primary residence is in the Association, but who are not the titled Owner of their home as the result of estate planning, such as placing their home in a trust or a relative's name, reserving a life estate, or Medicaid planning, from living in the Association. In this situation, the residents and Owner will be considered in compliance with this covenant so long as the resident living in the home are related to the Owner, do not pay rent or another form of compensation to the Owner in return for living in the home, and the residents and Owner also follow all remaining restrictions in this provision.

For any Owner who is not renting or leasing his/her home or selling his/her home on contract on the date this Owner-Occupancy restriction goes into effect, but thereafter enters into a lease agreement, rental agreement, or another form of agreement that violates this covenant and would

allow a non-owner to reside in a home in the Association subdivision without the Owner being present, those agreements will be voidable in the sole discretion of the Association's Board of Directors.

This Owner-occupancy restriction takes effect on the date this covenant amendment is recorded with the Hamilton County Recorder's Office. This Owner-Occupancy restriction will apply to all Owners taking deeded title to a Property in the Association after this covenant is recorded. Any Owner taking deeded title to a Property within the Association before this covenant is recorded will not be subject to the two (2) year Owner-Occupancy restriction but will be subject to all other provisions of this covenant. Likewise, this provision does not apply to institutional mortgagees of any home in the Association which comes into possession of the home due to foreclosure, judicial sale, or deed-in-lieu of foreclosure. Any Owner, or his/her tenant, lessee, or non-owner occupant, found to be in violation of any portion of this covenant by a court of competent jurisdiction will be permanently banned from renting or leasing his/her Property.

Section 2. Impact on Insurance Rates.

Nothing shall be done or kept by an Owner in any Dwelling Unit, on any Lot, or on any of the Common Areas, which will cause an increase in the rate of insurance on any Common Areas. No Owner shall permit anything to be done or kept in his/her Dwelling Unit or on his/her Lot which will result in a cancellation of insurance on any part of the Common Areas, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

Section 3. Nuisance.

No noxious, unlawful, or otherwise offensive activity shall be carried out on any Lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property in the opinion of the Association. This includes, but is not limited to, noise by the use of musical instruments, radio, television, loud-speakers, electrical equipment, amplifiers,

other machines, and vehicles.

Section 4. Signs.

No signs, flags, or advertisements shall be displayed or placed on any Lot or structures without the prior approval of the Board, except:

- (a) properly displayed American Flags,
- (b) real estate signs designating "For Sale" which may be one (1) or two (2) sided and which may not exceed five (5) square feet,
- (c) political signs or flags as during the period when required to be permitted by Indiana state law,
- (d) celebratory signs or flags, (such as birthday, anniversary, graduation, etc.) for a short duration,
- (e) signs or flags in support of schools, sports teams, or sporting events attached to the primary dwelling unit.

The Board may, at its sole discretion, determine that a sign or flag does not meet community standards or is not in good condition and require its removal or replacement.

PROHIBITED SIGNAGE: The following signage generally will not be approved by the Board.

- (a) Any sign advertising goods, services or home occupations.
- (b) Vendor signs may be displayed while work is being performed at a residence, but must be removed once work is finished.
- (c) Any signage directed at the Golf Course without Board and Golf Course approval.
- (d) Signage or Flags on Mailbox posts.

Section 5. Garbage, Trash, and Other Refuse.

No Owner of a Lot shall burn or permit the burning of garbage or other refuse outdoors. All rubbish, trash, and garbage shall be stored in appropriate containers. No Owner shall accumulate or permit the accumulation of garbage or refuse on his/her Lot.

Section 6. Fuel Storage.

No Owner shall store gasoline, heating, or other fuels on any part of their Lot, with the exception of up to five (5) gallons of fuel for emergency purposes and the operation of lawn mowers and similar tools or equipment.

Section 7. Temporary Structures.

No temporary house, trailer, tent, garage or other outbuilding shall, without express authority from Board, be placed or erected on any Lot, nor shall any overnight camping be permitted on any Lot.

Section 8. Ditches and Swales.

It shall be the duty of every Owner of every Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his/her Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subparagraph.

Section 9. Utility Services.

Utility services shall to the greatest extent possible, be installed underground and in or adjacent to public rights-of-way or the rights-of-way of the Street to minimize removal of or damage to trees.

Section 10. Wells and Septic Tanks.

No water wells shall be drilled on any of the Lots, nor shall any septic tanks or other sewage disposal systems be installed on any of the Lots.

Section 11. Business Activity.

No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced, or permitted on the Property without Board approval, unless otherwise provided for herein. An Owner or occupant resident on a Lot may conduct business activities within a Dwelling Unit so long as:

- (a) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling Unit;
- (b) The business activity conforms to all zoning requirements for the Property;
- (c) The business activity does not involve persons coming onto the Property who do not reside on the Property or involve door-to-door solicitation of residents of the Property; and
- (d) The business activity is consistent with the residential character of the Property and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other forms of consideration, regardless of whether:

- (a) Such activity is engaged in full or part-time;
- (b) Such activity is intended to or does generate a profit; or
- (c) A license is required therefrom.

Section 12. Easements.

Lots are subject to easements, including Drainage Easements, Sewer Easements, Utility Easements, View Easements, and Landscape Easements, either separately or in combination, as shown on the plat, which easements are reserved for the use of the Lot Owners, the Association, public or private utility companies and governmental agencies.

A. Drainage Easements

Drainage Easements are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public or private drainage system, it shall be the individual responsibility of the Lot Owner to maintain the drainage across his/her own Lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage, by the Association, its successors, or assigns.

The Association shall maintain the storm drainage system for the subdivision and, for such purposes, shall have an easement over all portions of the subdivision used as part of such storm drainage system. This responsibility does not relieve individual Lot Owners of their responsibility to keep Drainage Easements free of obstructions so that the flow of water will be unimpeded. Such maintenance by the Association shall, to the extent necessary, include the maintenance of all inlet pipes, open ditches, pipes, swales, lakes, ponds and lake or pond banks. All ponds are on private property and express permission from the Owner is required for access other than for maintenance provided by the HOA. The costs and expenses of such maintenance shall be assessed as part of the general assessment against the Owners of all Lots in the Association as provided in the Declaration. Sump pumps, gravity drains, and other drains serving individual residences on Lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the Association.

B. Sewer Easements

Sewer Easements are hereby created for the use of the Utility, public or private, having

jurisdiction over the sanitary waste disposal system designated to serve the Association. Sewer Easements shall be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are a part of said system.

C. Utility Easements

Utility Easements are hereby created for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cable or other related utility structures, as well as for the uses specified in the case of sewer easements.

D. View Easements

View Easements are hereby created above, over, and across Lots as shown on the plat for the purpose of preserving unimpeded views from the right-of-way streets within the plat to lands beyond the Properties. Such easements shall be maintained so as to have as little visual impact as possible on the views preserved thereby. Pursuant to the procedures set for in this Declaration, the Board or Architectural Committee shall review all proposed site and building improvements that are proposed to be located within or adjacent to any View Easement, and the Board shall not approve any improvements that may degrade or impede the view that the easement was created to preserve.

The land within any View Easement shall be planted and maintained with grass or other suitable low-growing vegetative ground cover as approved by the Board or Architectural Committee. No earthen mounding, fence, stone wall, lighting fixture, retaining wall, statue, building, structure or other obstruction, or part thereof, which is in excess of four feet in height above the original grade, may be placed on or extend into a View Easement without approval from the Architectural Committee. No trees, shrubs, vines, or other vegetative landscape materials other than an approved ground cover may be planted within or allowed to extend into any View Easement without approval from the Architectural Committee.

E. Landscape Easement

Landscape Easements are hereby created over and across Lots as areas within which landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directories, lighting, irrigation systems, and other improvements may be constructed and maintained by the Association to provide landscape design continuity and ensure attractive and aesthetically pleasing areas throughout the Properties. Within Landscape Easements, the Association shall have the right to install, inspect, maintain, reconstruct, and remove such landscape improvements as described herein.

Owners of Lots restricted by Landscape Easements shall have the right to fully use and enjoy the land granted as the easements, except for such use as may impair, impede, or unreasonably interfere with the exercise by the Association of the rights granted herein. Owners of Lots restricted by Landscape Easements shall not construct, nor permit to be constructed any structure or obstruction on or over any part of a Landscape Easement or interfering with the Association's ability to use or gain access to the Landscape Easement.

Except as installed and maintained by the Association, or as authorized by the Board, no permanent or other structures or landscaping shall be erected or maintained on said Landscape Easements, and the Owners of the Lots affected thereby shall not do or permit to be done anything which will obstruct or interfere with any installations made by the Association in said Landscape Easements.

F. Golf Course Easement

Lots 6 through 19 and Lots 55 through 65, inclusive, are burdened with an easement permitting golf balls unintentionally to come upon the Lots immediately adjacent or within close proximity to the golf course and for golfers at reasonable times and in a reasonable manner to come upon the Lot to retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the

golfer will seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall the Association be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement.

Section 13. Setbacks

Subject to other provisions contained herein, building setback lines are hereby established as shown on the plat (sometimes noted as "setback line"), between which lines and the property lines of the lots, shall be erected or maintained no building or structure. The Owners of all Lots in Quaker Ridge, Sections One and Two shall be required to submit a drainage plan (which shall include a suggested minimum building pad elevation) to the Architectural Committee for the Board's approval and which must also be submitted as part of the application for a building permit and satisfactory to the governmental agency which issues building permits. The minimum pad elevation as so approved by the Board and the governmental agency shall constitute the minimum elevation for all buildings on said lots. In addition, no buildings, structures or other improvements shall be constructed on any part of a Lot lying within the floodway as shown on the within plat (if any) except in accordance with the rules and requirements of, and prior approval of, the Department of Natural Resources of the State of Indiana. No building, structure or accessory building shall be erected closer to any side lot line of any Lot than ten feet (10'), nor closer to any rear lot line of any Lot than twenty feet (20') unless a lesser building setback from a side lot line or rear lot line is specifically approved by the Board, which building lines shall, in any event, not be less than five feet (5') from any side lot line nor less than fifteen feet (15') from any rear lot line. In no case shall aggregate side yards between homes be less than sixteen feet (16').

No building, structure or accessory building shall be erected closer to the right-of-way of any street than twenty-five feet (25') unless a lesser building setback is specifically approved by the Board.

Where buildings are erected on more than one single Lot (or parts thereof), these restrictions shall apply to the combined Lots (or parts thereof) as if they were one single lot, and the restrictions applied based on the distance from the buildings, structures or other improvements to the adjacent lot lines of the Lots adjoining the combined Lot.

Section 14. Islands.

Any landscaping islands or median islands that lie within any of the street rights-of-ways as shown on the plat shall be maintained by the Association as if they were "Common Area". Because said landscaping and/or median islands shall lie within the dedicated public street right-of-way, they shall be maintained by the Association subject to the approval of the City of Fishers. No signs, permanent structures, or obstructions may be placed upon said islands nor may the grant of said islands be changed prior to approval by the City of Fishers.

Section 15. Construction Equipment.

No construction vehicles, shacks or outhouses shall be erected or situated on any Lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary construction structure shall be promptly removed upon completion of the proper structure.

Section 16. Vehicles.

All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and are not to be parked regularly in the street. No disabled vehicle shall be openly stored on any residential lot. Also, no boat, trailer, camper, nor motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon said Lot except if kept from view of neighboring residences and streets by being in a garage.

Section 17. Laundry.

All clotheslines, clothes, blankets, rugs, laundry, or other articles shall be located or screened so as to be concealed and not visible from neighboring lots, streets, and Common Areas.

Section 18. Views.

Garbage cans, above-ground storage tanks, mechanical equipment, yard maintenance equipment, and other similar items shall not remain in view from neighboring lots, streets, and Common Areas overnight.

Section 19. Exterior of Dwelling Unit

The Owner of any Lot shall at all times maintain the Lot and any improvements situated thereon in such manner as to prevent the Lot or improvements from becoming unsightly and, specifically, such Owner shall:

- (a) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds and, in any event, not less frequently than once each month during the months of April through October, inclusive, of each year;
- (b) Remove all debris or rubbish;
- (c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Property;
- (d) Cut down and remove dead trees;
- (e) Where applicable, prevent debris and foreign material from entering drainage areas;
- (f) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and
- (g) Within sixty (60) days following completion of a Dwelling Unit on a Lot or removal of existing landscaping, the Owner shall landscape the Lot, weather permitting.

In the event the Owner of any Lot fails to do the above in a manner satisfactory to the Association, the Association shall have the right (but not the obligation) through its agents and

employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the improvements erected thereon, or at its discretion, to implement the published hearing and fine procedure. The cost of such exterior maintenance shall be and constitute a special assessment against such Lot and the Owner thereof, to be assessed, collected and enforced as provided in the Declaration. Neither the Association nor any of its agents or contractors shall be liable for any damage which may result from any maintenance work performed.

Section 20. Animals.

No animals shall be kept or maintained on any Lot except usual household pets, and , in such cases, such household pets shall be kept reasonably confined so as not to become a nuisance. No farm animals or fowls of any kind, nor any domestic animals for commercial purposes, shall be kept or permitted.

Section 21. Water and Sewer.

No private, nor semi-private water supply and/or sewage disposal system may be located upon any Lot in this subdivision which is not in compliance with regulations or procedures as provided by the applicable public health agencies, or other civil authority having jurisdiction, and as approved by the Board. No septic tank, absorption field or any other method of sewage disposal shall be located or constructed on any Lot or Lots herein except as approved by said health authority and any other authority resulting from restrictions heretofore recorded and affecting the Property herein.

Section 22. Construction.

No construction shall be commenced nor shall any building, structure or other improvements be erected, placed or altered on any Lot in this subdivision until the building plans, specifications and plot plan showing the location of such construction have been approved as to the compatibility of the same with existing structures and with the intent of these covenants and those set forth in the Declaration, by the Board, in accordance with the procedures for such approval contained in the

Declaration and all rules, regulations and guidelines adopted by the Board. If the Board fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the Owner may then proceed with the building or construction activity according to the plans as submitted. Neither the Architectural Committee nor Board, nor any of their members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in the Declaration.

Section 23. Sight Lines.

No wall, hedge or shrub planting which obstructs sightlines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Property lines and a line connecting points twenty-five feet (25') from the intersection of said street lines, or in the case of a rounded Property corner from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten feet (10') from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

Section 24. Utility Access.

Lots with frontage on more than one (1) street shall have all of their access points from only one (1) of the street frontages, unless otherwise approved by the Board.

Section 25. Firearms.

The voluntary discharge of firearms within Quaker Ridge is prohibited, with the exception of the discharge of a firearm for self-defense under applicable laws. The term "firearm," as used in this Section, refers to bows and arrows, slingshots, BB guns, pellet guns, and other firearms of all types, regardless of size.

Section 26. Pools.

No above-ground swimming pools shall be erected, constructed, or installed on any Lot; however, nothing herein shall preclude installation and use of hot tubs, spas, Jacuzzis, or any similar apparatus, with prior approval of the Board.

Section 27. Window Air Conditioners.

Except as may be permitted by the Board or its designee, no window air conditioning units may be installed on any Lot.

Section 28. Solar Panels.

No solar energy collector panels or attendant hardware or other energy conservation equipment may be constructed or installed on any Lot without the prior approval of the Architectural Committee, which shall be provided pursuant to Indiana law. Unless prohibited by state or federal law, the Architectural Committee may deny any request for solar panels and other energy conservation equipment unless all requirements under Indiana law are satisfied, as determined in the sole discretion of the Architectural Committee. The Architectural Committee reserves the right to adopt additional rules regarding solar panels and other energy conservation equipment if the Architectural Committee deems such rules necessary or advisable in the future.

Section 29. Compliance.

Every Owner shall cause all tenants and/or occupants of his/her Lot to comply with these restrictions, the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. The Owner must make available to any lessee copies of these restrictions, the Declaration, By-Laws, and the rules and regulations.

Section 30. No Assurances of Safety.

Every Owner or Occupant of any Lot, and each tenant, guest and invitee of any Owners, as applicable, acknowledges and understands that the Association, its Board of Directors and committees are not insurers and that each Owner or Occupant or any Lot and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to person, to Lots and to the contents of Units and further acknowledges that the Association, its Board of Directors and committees have made no representations or warranties nor has any Owner, Occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security system recommended or installed or any security measures undertaken within the Properties.

Section 31. Severability Clause.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XV

Amendment of Declaration

Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

- (a) **Notice.** Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
- (b) **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owner having in the aggregate at least a majority of the votes of all Association Members.

- (c) **Meeting.** The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By- Laws and this Declaration.
- (d) **Adoption.** Any proposed amendment to this Declaration must be approved by a vote of not less than two-thirds (2/3) in the aggregate of the votes of all Association Members.
- (e) **Special Amendments.** No amendments to this Declaration shall be adopted which change:
 - (i) The applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or
 - (ii) The provisions of Article XII Section I of this Declaration with respect to casualty insurance to be maintained by the Association, or
 - (iii) The provisions of Article XIII of this Declaration with respect to reconstruction or repairs of the Common Areas in the event of fire or any other casualty or disaster, or
 - (iv) The provisions of this Declaration establishing the Architectural Committee and providing for its functions, without, in each and any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interest have been made known to the Board of Directors in accordance with the provisions of this Declaration.
- (f) **Recording.** Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Hamilton County, Indiana, and such amendment shall not become effective until so recorded.

ARTICLE XVI

Acceptance and Ratification

All present and future Owners, Mortgagees, tenants and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the By-Laws and the rules, regulations and guidelines as adopted by the Board of Directors and, the Architectural Committee, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Articles, the By-Laws and rules, regulations and guidelines, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Persons

having at any time any interest or estate in a Lot or Dwelling Unit or the Property, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Dwelling Unit or any part of the Property in any manner shall be subject to this and guidelines applicable thereto as each may be amended or supplemented from time to time.

ARTICLE XVII

Negligence

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her negligence or by that of any member of his/her family or his/her or their guest, employees, agents, invitees or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his/her violation of any of the Restrictions or any violation thereof by any member of his/her family or his/her or their guests, employees, agents, invitees or tenants.

ARTICLE XVIII

Benefit and Enforcement

Section 1. Enforcement.

If the parties hereto, or any of their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for the Association, the Architectural Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him/her or them from doing so, or to recover damages or other dues for

such violation, or to require the removal of structures erected in violation hereof.

Section 2. Nonwaiver

The failure or delay at any time of the Association, the Owners, the Architectural Committee, or any other Person entitled to enforce this Declaration and the Restrictions, to enforce any of the same shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

ARTICLE XIX

Miscellaneous

Section 1. Costs and Attorney's Fees.

In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the By-Laws, or to comply with any provision of this Declaration, the Articles, the By-Laws, or the rules, regulations and guidelines adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorney's fees incurred in connection with such default or failure.

Section 2. Waiver.

No Owner may exempt himself/herself from liability for his/her contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his/her Lot or Dwelling Unit.

Section 3. Severability Clause.

The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles of the By-Laws and each shall be enforceable to the greatest extent permitted by law.

Section 4. Pronouns.

Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

Section 5. Interpretation.

The captions and titles of the various articles, sections, subsections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

ARTICLE XX

Additional Covenants and Restrictions

Section 1. Uses.

Except to the extent any portions of Lots in this subdivision are or may become "Common Area" as defined in the Declaration, and which may be used for the purposes for which the same are designated and intended, all Lots in this subdivision shall be used solely for residential purposes, unless alternative uses, such as permitted home occupations, are consented to by the Association and are permitted under applicable zoning laws.

No structure shall be erected, altered, placed nor permitted to remain on any residential Lot herein, other than one detached single-family dwelling, a private garage for not more than four (4) cars, and residential accessory buildings and amenities. No portion of any Lot may be sold or subdivided so that there will be thereby created a greater number of Lots than the original number platted.

IN WITNESS WHEREOF, Quaker Ridge Home Owners Association, Inc., has executed this Declaration on the day and year first herein above set forth.

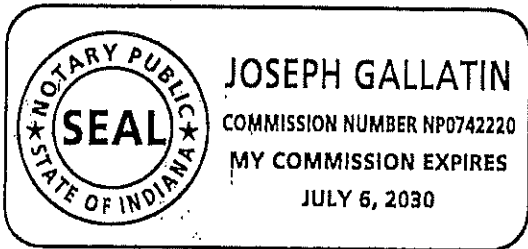
Quaker Ridge Home Owners Association, Inc.

By: Ross Raifsnider
Ross Raifsnider, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Ross Raifsnider, President, Quaker Ridge Home Owners Association, Inc., and acknowledged the execution of this instrument as his voluntary act and deed as such President on behalf of such Quaker Ridge Home Owners Association, Inc. for the uses and purposes hereinabove set forth.

WITNESS my hand and Notarial Seal this 7th day of December, 2022.



Joseph Gallatin
Signature

Joseph Gallatin
Printed



Quaker Ridge Home Owners Association, Inc.

By: *Denise Thomason*
Denise Thomason, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Denise Thomason, Secretary of Quaker Ridge Home Owners Association, Inc., and acknowledged the execution of this instrument as his voluntary act and deed as such Secretary on behalf of such Quaker Ridge Home Owners Association, Inc. for the uses and purposes hereinabove set forth.

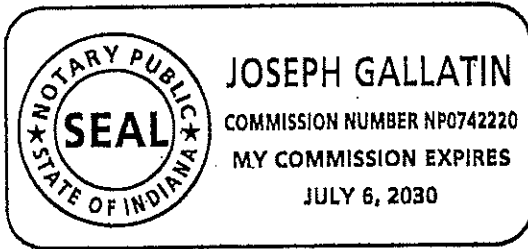
WITNESS my hand and Notarial Seal this 7 day of December, 2022.

Joseph Gallatin
Signature

My commission expires:

July 6th 2030

Joseph Gallatin
Printed
A Resident of Hamilton County



PREPARED BY:

BOB FASIG
QUAKER RIDGE HOME
OWNERS ASSOCIATION, INC.
BOARD OF DIRECTORS -
DIRECTOR

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

(name) ROSS RAIFSNIDER