
Cross-Reference:

Bridgewater, Section 1 (Plat), Instrument No. 9700020154
Bridgewater, Declaration of Covenants, Instrument No. 9700020155
Bridgewater, First Amendment to Declaration, Instrument No. 9800025930
Bridgewater, Section 2 (Plat), Instrument No. 9800028188
Bridgewater, Second Amendment to Declaration, Instrument No. 9800028191
Bridgewater, Section 3 (Plat), Instrument No. 9900010592
Bridgewater, Third Amendment to Declaration, Instrument No. 9900010593
Bridgewater, Section 4 (Plat), Instrument No. 199900027769
Bridgewater, Fourth Amendment to Declaration, Instrument No. 199900027770
Bridgewater, Section 5 (Plat), Instrument No. 200000003984
Bridgewater, Fifth Amendment to Declaration, Instrument No. 200000003985
Bridgewater, Section 6 (Plat), Instrument No. 200100029027
Bridgewater, Sixth Amendment to Declaration, Instrument No. 200100029028
Bridgewater, Section 7 (Plat), Instrument No. 200300007786
Bridgewater, Seventh Amendment to Declaration, Instrument No. 200300007787
Bridgewater, Eighth Amendment to Declaration, Instrument No. 200801596
Bridgewater, Correction to Eighth Amendment to Declaration, Instrument No. 201115036
Bridgewater, Ninth Amendment to Declaration, Instrument No. 201308189
Bridgewater, Tenth Amendment to Declaration, Instrument No. 201810177

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

BRIDGEWATER

COMES NOW Bridgewater Homeowners' Association, Inc., by its Board of Directors, on this 20th day of September, 2020, and states as follows:

WITNESSETH THAT:

WHEREAS, The residential community in Hendricks County, Indiana, commonly known as Bridgewater was created by the recording of Plats and other documents with the Office of the Recorder for Hendricks County, Indiana; and

WHEREAS, The Plat for Bridgewater, Section 1, was recorded with the Office of the Hendricks County Recorder on September 24, 1997, as **Instrument No. 9700020154**; and

WHEREAS, The Plat for Bridgewater, Section 1, is subject to the Declaration of Covenants, Conditions and Restrictions for Bridgewater Section 1 ("Declaration"), recorded with the Office of the Hendricks County Recorder on September 24, 1997, as **Instrument No. 9700020155**; and

WHEREAS, The Plat for Bridgewater, Section 2, was recorded with the Office of the Hendricks County Recorder on October 22, 1998, as **Instrument No. 9800028188**; and

WHEREAS, The Second Amendment to the Declaration, which was recorded with the Office of the Hendricks County Recorder on October 22, 1998, as **Instrument No. 9800028191**, subjects the Plat for Bridgewater, Section 2, to the Declaration; and

WHEREAS, The Plat for Bridgewater, Section 3, was recorded with the Office of the Hendricks County Recorder on April 7, 1999, as **Instrument No. 9900010592**; and

WHEREAS, The Third Amendment to the Declaration, which was recorded with the Office of the Hendricks County Recorder on April 7, 1999, as **Instrument No. 9900010593**, subjects the Plat for Bridgewater, Section 3, to the Declaration; and

WHEREAS, The Plat for Bridgewater, Section 4, was recorded with the Office of the Hendricks County Recorder on September 22, 1999, as **Instrument No. 199900027769**; and

WHEREAS, The Fourth Amendment to the Declaration, which was recorded with the Office of the Hendricks County Recorder on September 22, 1999, as **Instrument No. 199900027770**, subjects the Plat for Bridgewater, Section 4, to the Declaration; and

WHEREAS, The Plat for Bridgewater, Section 5, was recorded with the Office of the Hendricks County Recorder on February 25, 2000, as **Instrument No. 200000003984**; and

WHEREAS, The Fifth Amendment to the Declaration, which was recorded with the Office of the Hendricks County Recorder on February 25, 2000, as **Instrument No. 200000003985**, subjects the Plat for Bridgewater, Section 5, to the Declaration; and

WHEREAS, The Plat for Bridgewater, Section 6, was recorded with the Office of the Hendricks County Recorder on September 28, 2001, as **Instrument No. 200100029027**; and

WHEREAS, The Sixth Amendment to the Declaration, which was recorded with the Office of the Hendricks County Recorder on September 28, 2001, as **Instrument No. 200100029028**, subjects the Plat for Bridgewater, Section 6, to the Declaration; and

WHEREAS, The Plat for Bridgewater, Section 7, was recorded with the Office of the Hendricks County Recorder on February 24, 2003, as **Instrument No. 200300007786**; and

WHEREAS, The Seventh Amendment to the Declaration, which was recorded with the Office of the Hendricks County Recorder on February 24, 2003, as **Instrument No. 200300007787**, subjects the Plat for Bridgewater, Section 7, to the Declaration; and

WHEREAS, The Eight Amendment to the Declaration, which was recorded with the Office of the Hendricks County Recorder on January 18, 2008, as **Instrument No. 200801596**; and

WHEREAS, The Correction to Eight Amendment to the Declaration, which was recorded with the Office of the Hendricks County Recorder on July 12, 2011, as **Instrument No. 201115036**; and

WHEREAS, The Ninth Amendment to the Declaration, which was recorded with the Office of the Hendricks County Recorder on March 25, 2013, as **Instrument No. 201308189**; and

WHEREAS, The Tenth Amendment to the Declaration, which was recorded with the Office of the Hendricks County Recorder on May 14, 2018, as **Instrument No. 201810177**; and

WHEREAS, The Declaration states that the Owner of each Lot within the Subdivision, upon acquisition of title to such Lot, shall automatically become a Member of the Homeowners' Association; and

WHEREAS, Bridgewater Homeowners' Association, Inc. ("Association") was incorporated as provided in the Declaration as a non-profit corporation by the Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on August 31, 1998; and

WHEREAS, The Association's Board of Directors adopted a Code of Bylaws ("Bylaws") in 1998 to provide for the administration of the Association; and

WHEREAS, The section entitled "Declarations", of the Declaration, as amended by the Eighth Amendment to the Declaration, which was recorded on January 18, 2008, as **Instrument No. 200801596**, states (in part) "*This Declaration may be amended by a majority vote of the then owners of the lots in the Subdivision.*"; and

WHEREAS, There are Two Hundred Thirty (230) Lot Owners in Bridgewater, which means the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bridgewater ("Amended Declaration") needs One Hundred Sixteen (116) votes to pass; and

WHEREAS, At least One Hundred Thirty-Six (136) Lot Owners cast ballots voting on this Amended Declaration, and the Amended Declaration received One Hundred Twenty-Three (123) votes approving the Amended Declaration; hence, the Amended Declaration passed by the majority vote required by the Declaration, as amended by the Eighth Amendment; and

WHEREAS, All of the valid ballots cast by the Owners for this Amended Declaration are attached to this Amended Declaration as "**Exhibit A**"; and

NOW, THEREFORE, the undersigned Association and its Member Owners, with the approval of at least a majority (more than 50%) of the Owners in Bridgewater, hereby amend and restate the Declaration, and all supplements and amendments thereto, such that all property located within the Bridgewater Development is and 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 of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each of said Dwellings and Lots situated therein. Upon the recording of this Amended Declaration with the Hendricks County Recorder's Office, any previous Declarations and any amendments thereto shall no longer be in effect and shall be replaced by the following. Now, therefore, the Declaration which is applicable to all Owners and residents within Bridgewater is hereby amended and restated.

[End of Recitals]

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

BRIDGEWATER

All Lots within the Subdivision shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all Lot Owners and occupants within the Subdivision and which shall run with the property and shall be binding on all Owners and all persons claiming under them. This Declaration may be amended by a majority vote of the then Owners of the Lots in the Subdivision.

ARTICLE 1. DEFINITIONS

1.01. General Definitions. The following words and terms, when used herein or in any supplemental or amendment hereto, unless the context clearly requires otherwise, shall have the following meaning:

a) **“Architectural Control Committee” or “ACC”** refers to the architectural control committee described in Article 5 of this Declaration.

b) **“Articles of Incorporation” or “Articles”** refers to the Articles of Incorporation of the Association filed with the Indiana Secretary of State, as may be amended from time to time.

c) **“Assessment”** refers to any charge against a Lot as explained in Article 4 of this Declaration.

d) **“Association”** refers to Bridgewater Homeowners’ Association, Inc., an Indiana Nonprofit Corporation which is incorporated as set forth in the Declaration, Articles and Bylaws.

e) **“Board of Directors” or “Board”** refers to the Board of Directors of the Association.

f) **“Declaration”** refers to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bridgewater, and any future amendments or supplements made to it, and recorded in the Office of the Recorder of Hendricks County, Indiana.

g) **“Dwelling”** means all levels or stories of a single-family Dwelling constructed on a Lot.

h) **“Lot”** refers to any individual plot or tract of land shown on the plat(s) of Bridgewater, as amended from time to time, which is designated as a Lot and which has had or will have Dwelling built on it. The term Lot includes any Dwelling, if any, located on it.

i) **“Member”** means a person or entity entitled to membership in the Association, identified in the Declaration, Articles or Bylaws.

j) **“Owner” or “Lot Owner”** means the record Owner, whether one or more persons, of the fee simple title to any Lot (i.e. the name(s) on the deed). The term “Owner” does not include any person(s) or entities which hold interest in any Lot or property merely as security for the performance of an obligation. In addition, the term “Owner” does not include anyone renting or leasing a Lot, nor does the term include any person who is acquiring or purchasing a right, title or interest, legal or equitable, in a Lot by means of a land contract, rent to own, lease to own, or other similar agreements until the record title to the Lot is actually transferred to the purchaser.

k) **“Subdivision”, “Bridgewater”, “Development”, “Properties”, “Real Estate”, and “Tract”** all refer to the properties subject to this Declaration, including any future additions that may have been added to it.

1.02. Other Terms. There may be terms and words that are defined elsewhere in this Declaration; if not, each undefined term or work should be interpreted using the common or legal meaning associated with the term or work.

ARTICLE 2. USE RESTRICTIONS

2.01. Owner Occupancy. Each Lot within the Subdivision must be used for single-family residential purposes only. To maintain the congenial and residential character of Bridgewater, for the protection and maintenance of property values by encouraging the maintenance, improvement and updating of the Lots within the Bridgewater community, and in an effort to limit investment purchasers, institutional buyers, and others from buying properties within the Bridgewater Subdivision solely for the purpose of leasing or renting the properties in the Subdivision, all homes in the Bridgewater development must be OWNER-OCCUPIED for a minimum of five (5) years from the date the Owner(s) takes title to a property within the Development, which means the titled Owner of the home (i.e. the name on the deed) must live in the home.

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, rent to own, or enter into any other form of agreement that would allow a non-Owner to use a home in the Bridgewater Subdivision as their primary residence during this five (5) 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 form of agreement that would allow a non-owner to use a home in the Bridgewater Subdivision 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.

The Board may approve a hardship exception to any portion(s) of this restriction if requested in writing by the titled Owner. A request for a hardship exception must state the reason(s) the hardship exception is being requested and what kind of exception, including length of time, the Owner is requesting. 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, this "Owner-Occupancy" restriction is not intended to prevent residents whose primary residence is in Bridgewater, but who are not the titled Owner of their home as the result of estate planning, such as placing their home in a trust, reserving a life estate, or Medicaid planning, from living in Bridgewater. In this situation, the Owner will be considered in compliance with this covenant so long as the residents living in the home are related to the Owner, do not pay rent or other form of compensation to anyone in return for living in the home, and the residents and Owner also follow all remaining restrictions in this provision.

For Owners allowed to lease or rent their homes under the provisions of this covenant, all lease or rental agreements must rent the whole home (no room or partial home rentals) for a period of at least one (1) year without automatic renewal, must provide a copy of the Declaration to the resident and inform the resident that failure to comply with the covenants and restrictions in the Declaration is a default under the lease, and the Owner must provide the Association with a copy of the lease or rental agreement (amounts redacted) within thirty (30) days of signing the lease. Short-term rentals of thirty (30) days or less, room and partial home rentals are strictly prohibited at any time.

This Owner-Occupancy restriction takes effect on the date this covenant is recorded with the Hendricks County Recorder's Office. This Owner-Occupancy restriction will apply to all Owners taking deeded title to a property in Bridgewater after this covenant is recorded. Any Owner taking deeded title to a property within Bridgewater before this covenant is recorded will not be subject to the five (5) 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 Bridgewater which come into possession of the home by reason of foreclosure, judicial sale, or deed-in-lieu of foreclosure. Any Owner found to be in violation of any portion of this covenant or the Declaration by a court of competent jurisdiction will be permanently banned from leasing or renting his property.

2.02. Exterior Maintenance. No residence, building, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, pavement, driveway, awning, wall or structure of any kind shall be erected, placed or altered on any Lot without first obtaining the written consent of the Architectural Control Committee subsequently described herein. All requests for written approvals from the Architectural Control Committee shall be in writing, shall be dated, shall specifically request approval of the contemplated improvement(s) and shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design, spacing, quality, use, construction materials, color scheme, grading plan and finish grade elevation for said improvements.

2.03. Dwelling Standards. Each two (2) story single-family Dwelling constructed on any Lot shall have a minimum of 1,500 square feet of living area and each single story single-family Dwelling shall have a minimum living area of 1,300 square feet, exclusive of basements, open

porches, garages and other unheated areas. Each Dwelling shall have an attached garage with space for not less than two (2) automobiles.

2.04. Maximum Project Timeline. All structures or improvements commenced by an Owner of any Lot within the Subdivision must be completed within nine (9) months from the date of commencement.

2.05. Yard Light. Either a walk light on a pole located in the front yard of each Lot or two coach lights on the side of the garage are to be installed at the time of the construction of a Dwelling on each Lot. Such light or lights shall have photo electric cell (or other darkness sensing technology) that automatically illuminates at darkness. The Lot Owner shall maintain the lights in operating condition at all times.

2.06. Outbuildings. No detached storage buildings shall be permitted on any Lot.

2.07. Satellite Dishes and Antennas. No towers of any description or satellite dish antennas greater than one meter in diameter will be permitted on any Lot without the written approval of the Architectural Control Committee. Said Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary and appropriate. Any satellite dish antenna less than one meter in diameter shall require Architectural Control Committee approval as to location, color and other aesthetic considerations.

2.08. Sump Pumps. No residence shall have a sump pump which discharges directly into the street through the curb.

2.09. Setback Lines. No building shall be located nearer to any street than the building setback line shown on the recorded plat of the Subdivision. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.

2.10. Drainage and Utility Easements. No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on recorded plat of the Subdivision. Plantings within said utility or drainage easement areas are at the Lot Owner's sole risk of loss if such plantings, as determined solely by the applicable utility authority or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Lot Owner shall maintain such portion of any utility or drainage easement area as is located upon such Owner's Lot.

2.11. 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 Real Estate; provided, however, that an Owner may maintain an office or home business in the Dwelling if: (1) such office or business generates no significant number of visits or unreasonable parking usage (both as determined by the Board of Directors) by clients, customers or other persons related to the business; (2) no equipment or other items related to the business are

stored, parked or otherwise kept outside such Owner's Dwelling; (3) there are no employees or independent contractors within the Dwelling other than the Owner or other resident; (4) such Owner has obtained approvals for such use as may be required by the appropriate local and state governmental agencies; (5) the Owner complies with all provisions of the municipal ordinances, including the home occupations ordinance; and (6) all other provisions of this Declaration are complied with. The Board may require the Owner to pay any increase in the rate of insurance or other costs for the Association which may result from such use. There will be no garage sales.

2.12. Clotheslines. No clothesline shall be located on any Lot except one removable, folding, umbrella-like clothesline. Folding umbrella-like clotheslines shall be permitted in the rear patio area only. No laundry article shall be left outdoors overnight or any time on Saturdays or Sundays.

2.13. Commercial Vehicles. Except for temporary loading or unloading, no buses, campers, motor homes, trailers, boats and other watercraft, inoperable vehicles, unlicensed vehicles, tarp-covered vehicles, or other similar vehicles can be parked or stored on any Lot or street (public or private) in open view from other Lots or the street. For safety reasons and easier access to each home, street parking is reserved for guests only. All vehicles belonging to a resident in the Subdivision must be parked or stored in either the driveway or garage only. No vehicles of any kind may be parked, stored, or driven on the grass areas on a Lot or on any common area.

2.14. Garbage and Trash. No exterior portion of any Lot shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and screened from public view. Building materials to be used in the construction of approved structures may be stored on a Lot, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Lot.

2.15. Sod, Dirt, and Gravel. No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Lot without the written approval of the Architectural Control Committee.

2.16. Lawn Maintenance. No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Lot within the Subdivision. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. The Homeowners' Association may regulate and control the maintenance of lawn areas by publishing rules and regulations as it deems necessary from time to time.

2.17. Geothermal and Solar Heating Systems. No geothermal or solar heating system shall be installed on any Lot or on any Dwelling thereon without the prior approval of all applicable agencies and the Architectural Control Committee.

2.18. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other usual household pets may be kept on a Lot, so long as such pets are not kept, bred or maintained for any commercial purpose or require a kennel

license or permit from Hendricks County or the State of Indiana. No animal shall be permitted to run loose or become a nuisance to any Owner of any Lot in the Subdivision. Animals shall not be kept outside overnight, and no tethering of animals shall be permitted in the front yard of the residence. The Homeowners' Association may regulate and control the maintenance of such household pets by publishing such rules and regulations as it deems necessary from time to time.

2.19. Signs. No sign or billboard shall be erected or displayed on any Lot except (a) one (1) sign of no more than five (5) square feet advertising the property for sale; (b) political campaign signs; and (c) signs approved by the Architectural Control Committee.

2.20. Gas, Fuel, and Oil Storage. All tanks for the storage of propane gas, fuel and oil shall be located beneath ground level, except that propane tanks for service to the entire Subdivision or, on a temporary basis, for construction of an approved structure may be located above ground.

2.21. Gas, Water, and Oil Wells. No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Lot without the written consent of the Architectural Control Committee.

2.22. Fences. No chain link fence will be permitted on any Lot in the Subdivision. For any additional rules regarding fences, please see the Rules and Regulations for Bridgewater.

2.23. Swimming Pools. No above ground swimming pools or other inflatable equipment shall be in place for more than forty-eight (48) consecutive hours, within any fourteen (14) day period, on any Lot in the Subdivision.

2.24. Health Risks. Nothing shall be done, placed or stored on any Lot which may endanger the health or unreasonably disturb the occupants of the Dwellings on neighboring Lots.

2.25. Membership. The Owner of each Lot within the Subdivision, upon acquisition of title to such Lot, shall automatically become a Member of the Homeowners' Association created in accordance with Article 3.01 hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Lot and such membership shall terminate upon the sale or other disposition by such Member of such Lot ownership.

2.26. Severability. Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

2.27. Title Enforcement. It shall be lawful for the County, the Homeowners' Association or any person or persons owning any real property within the Subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to violate the restrictions and/or to recover damages for such violation together with the costs incurred in enforcement of the restrictions. All costs of litigation

and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Lot Owner or Owners found to be in violation.

ARTICLE 3. ADDITIONAL DRAINAGE EASEMENT RESTRICTIONS

Drainage easements shown on the recorded plat of the Subdivision may include storm water detention or retention areas designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Lot Owners in the Subdivision and are to run with the land and shall be binding on all parties, on all Owners, and all persons claiming under them forever, as follows:

3.01. Water Drainage. No Owner of any Lot in the Subdivision shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Lot Owners.

3.02. Drainage Easement Rules. No boating, fishing, swimming, ice skating or other recreational activity shall be conducted in, on or above said drainage easement areas.

3.03. Establishing Drainage Easement Rules and Regulations. The Homeowners' Association shall have the right to establish rules regarding the use of any drainage easement areas, provided such rules are not in conflict with any other provision contained herein and are reasonably established to protect the safety and welfare of the residents of the Subdivision and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

3.04. Enforcement. The County, the Homeowners' Association or any person or persons owning any Lot within the Subdivision may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and detention or retention system, and to recover compensation for any damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions. All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Lot Owner or Owners found to be in violation.

ARTICLE 4. HOMEOWNERS' ASSOCIATION

4.01. Association Duties. The Association was formed and incorporated as a Homeowners' Association (the "Association") to promote the common interest of all Lot Owners, to handle maintenance of certain areas within the Subdivision as set forth below and to promote compliance with the covenants, conditions and use restrictions set forth in this Declaration. The Association shall be comprised of the Owners of all the Lots in the Subdivision.

4.02. Board of Directors. The management and control of the affairs of the Association shall be vested in its Board of Directors. The Board of Directors shall be composed of three (3) members with each member serving a three (3) year term with each three (3) year term having a staggered expiration. Upon the incapacity, resignation or death of any director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the Board of Directors within three (3) months after the incapacity, resignation or death of the departed director. Subsequent board members shall be elected by a majority of the Lot Owners as more fully set forth in the Articles of Incorporation and By-Laws for the Association.

4.03. Association Maintenance. The Association, or its agents or assigns, shall have the right to enter onto any common area, open space, public right-of-way or landscape easement area as shown on the recorded plat of the Subdivision, if any, or other easement area as it from time to time deems necessary for the purpose of maintaining the same. Such maintenance may include, but shall not be limited to:

- (a) regular mowing, trimming and fertilizing of grassy areas;
- (b) periodic mulching of flower beds within the Subdivision;
- (c) regular weeding of flower beds;
- (d) flower planting within the Subdivision;
- (e) maintenance of street lighting, if any, and associated electric service billings;
- (f) repair of any permanent signs;
- (g) repair of any stone wall, wing wall or fencing;
- (h) maintenance and repair of any common area amenities;
- (i) treatment of water in any detention or retention areas to limit algae and grassy growth; and
- (j) trimming, pruning, removal and replacement of trees and bushes, as necessary.

4.04. Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot subject to the Declaration, by simply accepting the deed for the Lot, automatically agrees to pay to the Association: (1) annual Assessments or charges for maintenance, insurance, taxes and other costs and expenses incurred by the Association and, (2) Joint Commons Area Assessment; and (3) special assessments for capital improvements, unforeseen or extraordinary expenses, and operating deficits.

Annual Assessments, Joint Commons Area Assessments, and special assessments, if approved, are mandatory and will be paid by the Lot Owners on an equal, or pro-rata, basis, unless the Declaration states otherwise.

The annual Assessment, Joint Common Area Assessment, and special assessments, together with late fees, costs and reasonable attorney's fees, will be a charge on the Lot, and will be a continuing lien upon the property. In addition, each Assessment, together with late fees, costs and reasonable attorney's fees, is also the personal obligation of the person who was the deeded Owner of the Lot at the time the Assessment(s) became due. If more than one person owned the property when the Assessment became due, then the co-owners are jointly and severally liable for the unpaid Assessments. An Owner's personal obligation for delinquent Assessments does not pass to his successor in title unless the new Owner expressly assumes them, but the delinquent amounts will remain a lien upon the Lot subject to foreclosure as provided by Indiana law. No Lot Owner may waive or escape liability for the Assessments provided in the Declaration by abandoning his/her Lot or by not using the common areas.

4.05. Joint Common Area. It is anticipated that an adjoining subdivision known as The Reserve at Bridgewater (Reserve) will be developed. Within the Reserve, there may be developed common areas that include (i) two lakes and (ii) a pool/recreational facility. None of these areas are part of the Subdivision as shown on the recorded plat. The lakes and pool/recreational facility, if any, are to be construed for the benefit and use of the residents of the Subdivision as well as the residents of The Reserve at Bridgewater. Hereinafter these lakes and the pool/recreational facility, if any, shall be known as "Joint Common Areas". The maintenance of these Joint Common Areas will be undertaken by the Reserve homeowners association with participation in such maintenance cost shared by the Association. In order to provide maintenance of these Joint Common Areas, the Reserve homeowners association shall have the right assess the Association up to seventy-two percent (72%) of the total cost of such maintenance (hereinafter referred to as "Joint Common Area Assessment"); subject, however, to the condition that such Joint Common Area Assessment may not exceed an amount equal to One Hundred Twenty-Five (\$125) per year per Lot in the Subdivision on which a Dwelling exists, which amount may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December, 1997. The Reserve homeowners association shall provide copies of any maintenance agreements, proposals and/or invoices for services rendered in connection with such maintenance upon written request by the Association.

4.06. Assessments. For the purpose of providing the funds to carry out the responsibilities of the Association hereunder, the Board shall be empowered to levy, assess and collect from each Owner in the Subdivision an annual association fee ("Assessment"). The Association shall provide notice to the Owners of the amount of the Assessment by January 1 of each year and the Assessment shall be due in full by March 1 of each year. If notice of the amount of the Assessment is not provided by January 1, then the due date shall not be less than sixty (60) days after date of the notice. Late fees for residents not paying within thirty (30) days after the due date will be ten percent (10%) of the total annual amount owed per month. Late fees will accumulate monthly and will be included in the calculation of future late fees. For 2008, the annual Assessment shall be Three Hundred Sixty-Three Dollars (\$363.00). After 2008, the annual increase in Assessment shall not exceed an average of twenty-five percent (25%) over any consecutive three (3) year

period (i.e. one year at ten percent (10%); a second year at five percent (5%); and a third year at ten percent (10%) to equal a twenty-five percent (25%) in any given three (3) year period). The Board shall have the right to request a special assessment to cover unexpected expenses that were not included in the budget or reserve plan. The Board shall have the authority to establish a Reserve Fund Account and determine what portion of the annual Assessment shall be contributed to the account through use of a Reserve Study. Details of the Reserve Study or analysis to reach the contribution shall be presented to the residents. The Reserve Fund Account shall be maintained separately from the operating account and shall be an interest bearing account. Its balance, contributions and withdrawals shall be reported to the residents at the same time and in the same manner as the operating budget details. The Reserve Fund shall only be used for capital items at the Board's discretion or outlined in the Reserve Study documentation.

4.07. Nonpayment of Assessments – Remedies of the Association. If the annual Assessment or the Joint Common Area Assessment is not paid on the due date, then the entire unpaid Assessment balance for the rest of the year becomes immediately due and payable, along with any interest, late fees and other costs of collection that might be added to the account.

If an Assessment is not paid within thirty (30) days after it becomes due, the Association may impose a reasonable late fee of ten percent (10%) of the total annual amount owed per month. The Board will determine the amount of the late fee, the time period before the late fee is imposed, the rate of the late fee (i.e. annually, monthly, quarterly, etc.) and make any other provisions for late fees on late payments as the Board, in its sole discretion, deems appropriate. The Board may also adopt specific collection procedures to be used in collecting assessments and pursuing delinquent accounts.

If the Association incurs administrative fees or expenses as a result of collecting delinquent amounts, including fees charged to the Association by the Association's management company as part of a contractual agreement for the handling of collection matters for the Association, the Owner must reimburse the Association these fees.

If the Association employs legal counsel to pursue the collection of unpaid amounts owed to the Association, the Owner must reimburse to the Association any collection costs or expenses for the sending of collection letters or other correspondence or communication prior to the filing of legal action, or for the Association's attorney to take any other action in an attempt to collect the unpaid amounts.

The Association may bring an action at law against the Owner personally obligated to pay the Assessments or charges, or it may foreclose the lien against the property, or both, and there will be added to the amount of the Owner's account balance the costs of preparing the collection notices and letters, preparing and filing the complaint in such action, interest or late fees on any Assessment as above provided, administrative or management company charges for the handling of the collection account, and reasonable attorneys' fees, together with the court costs of the action.

In addition, an Owner who becomes more than thirty (30) days delinquent on any Assessment or other payment due to the Association will not be eligible to: a) vote on any Association matter, either in person or by proxy; b) act as a proxy for another Owner; c) be elected or serve on the Association's Board of Directors; or d) use any of the Common Area facilities, if

any. Once a delinquent Owner is no longer delinquent, his/her voting privileges will be immediately reinstated.

ARTICLE 5. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (the "Committee") is hereby established as a standing committee of the Association to carry out the functions set forth for it in this Declaration. The Architectural Control Committee's procedures and duties shall be as follows:

5.01. Composition. The Committee shall be composed of three (3) members. Any subsequent member shall be appointed by the Association and shall serve for terms of three (3) years with each three (3) year term having a staggered expiration once the Board becomes comprised. All members shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Committee, a successor, who shall serve the remaining term of the departed Committed member, shall be appointed by the Board of Directors of the Association within three (3) months after the incapacity, death or resignation of the departed member.

5.02. Purpose. The Use Restrictions require the submission of detailed plans and specifications to the Committee prior to the erection of, placement on, or alteration of any structure or improvement on any Lot. The intent is to achieve an architecturally harmonious, artistic and desirable residential Subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Committee is directed to consider the appropriateness of the improvement contemplated in relation to the improvements on contiguous and adjacent Lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Lot on which it is proposed to be made, and such other matters as may be deemed by the Committee members to be in the interest and benefit of the Owners of the Lots in the Subdivision as a whole.

5.03. Conditions. To assist it in making its determinations, the Committee may require that any plans and specifications submitted to the Committee meet the standards set out in architectural guidelines adopted by the Committee, which may include restrictions or requirements in addition to those already contained in the Declaration. The Committee also has the right to require plans include grading or elevation information, landscape plans, material lists, color schemes, or to be prepared by a registered architect, engineer, or surveyor.

5.04. Procedures. The Committee's decisions shall be in writing and shall be binding upon all parties in interest. The Committee shall approve, disapprove or request additional information with respect to any submitted request for approval within thirty (30) days after said request shall have been properly submitted to the Committee for approval. A properly submitted request shall be in writing and shall comply with the provisions of Article 1.02 hereto. The failure of the Committee to approve, disapprove or request additional information within said time period shall be deemed a disapproval of any properly submitted request. When the Declaration is unclear or unable to clearly direct the Committee to render a decision, the Committee shall refer to the Rules and Regulation and confer with the Board and the Management Company (if applicable) to reach a final decision. The final decision reached by the parties will still be in writing.

5.05. No Warranty. The approval of any plans and specifications by the Committee shall not constitute a representation or warranty by it as to the quality of the workmanship, materials or architectural or engineering design covered thereunder, or the proposed work's feasibility or compliance with any applicable laws.

5.06. Variance. If, in the opinion of the Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimension or topography of a particular Lot in the Subdivision, the Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the standards of the Subdivision.

ARTICLE 6. OTHER CONDITIONS

6.01. Transfers. All transfers and conveyances of each and every Lot in the Subdivision shall be made subject to these covenants and restrictions.

6.02. Non-Waiver Clause. Any failure to enforce these restrictions shall not be deemed a waiver thereof or an acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

6.03. Severability. If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

6.04. Costs and Attorneys' Fees. All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Lot Owner or Owners found to be in violation.

6.05. Lots in Subdivision. Only the Lots contained in the Subdivision shall be subject to and bound by the restrictions, covenants and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the Owner or its successors or assigns.

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IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Amended Declaration and swear, affirm or certify, under penalties of perjury, the truth of the facts herein stated and that all legal requirements for amending the Declaration as set forth in the Declaration have been met this 20th day of September, 2020.

BRIDGEWATER HOMEOWNERS' ASSOCIATION, INC.

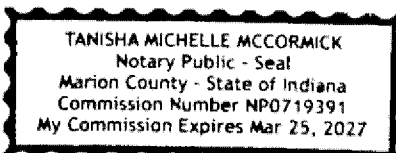
Roger N. Anderson Jr SEPTEMBER 20, 2020
President Date

ROGER N. ANDERSON, JR
Printed Name of Director

ATTEST:

Sharon Walker-Watkins September 20, 2020
Secretary Date

Sharon Walker-Watkins
Printed Name of Director

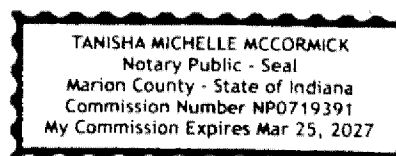


STATE OF INDIANA)
)
COUNTY OF Hendricks)

Signed (or attested) before me on the 20TH day of September, 2020 by Roger^N Anderson Jr.
and Sharon Walker-Watkins.

Lori Anderson
Signature

Lori Anderson, Witness



STATE OF INDIANA)
)
COUNTY OF Hendricks)

Before me a Notary Public in and for said County and State, personally appeared Roger Anderson Jr and Sharon Walker-Watkins, the President and Secretary, respectively, of Bridgewater Homeowners' Association, Inc., who acknowledge the execution of the foregoing Amended Declaration and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 20TH day of September, 2020.

[Signature]
Notary of Public - Signature

Marion
County of Residence

Tanisha Michelle McCormick
Printed

Mar 25, 2027
Date Commission Expires

I hereby 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. – David E. Jacuk

This document was prepared by and should be returned to:
David E. Jacuk, Kovitz Shifrin Nesbit, 6125 South East Street, Suite A, Indianapolis, Indiana 46227
