DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED TO AS PART OF THE DEDICATION AND PLAT OF BRIDGEWATER NORTH, SECTION I, A SUBDIVISION IN AUBURN, DEKALB COUNTY, INDIANA

BRIDGEWATER DEVELOPMENT GROUP, INC., an Indiana Corporation, hereby declares that it is the Owner and Developer of real estate which includes Bridgewater North, Section I, described in Exhibit "A", which is attached hereto and does hereby layoff, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Bridgewater North, Section I, a Subdivision in Auburn, DeKalb County, Indiana.

The Lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The Lots are numbered from 1-89, inclusive; and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes. Lots numbered 57 - 89, inclusive, are Villa lots and are additionally part of, and governed by, Article V hereof, Bridgewater North.

PREFACE

Bridgewater North, Section I, is a portion of a tract of real estate which has been and will be ultimately subdivided into what originally was to be approximately four hundred forty-one (441) residential and villa Lots, all to be included in and known as Bridgewater, separately designated by sequentially numbered sections. The total number of lots will ultimately be less than four hundred forty-one (441) but the exact number has yet to be determined. After the recordation of the plat of Bridgewater North, Section I, there will be recorded Articles of Incorporation of Bridgewater North Villas Association, Inc., it being the platter's intention that each owner of a Lot numbered 57 - 89 in Bridgewater North, Section I, be a member of said Villa Association, as well as the Community Association known as Bridgewater Community Association, Inc., (to which owners of all Lots in Bridgewater shall belong, whether residential or Villa), and shall be bound by the Articles of Incorporation and By-Laws of both the Bridgewater North Villa Association and (Community) Association.

It shall be the obligation of the Bridgewater Community Association, Inc., to make provision for the maintenance of the common areas designated on the face of the Plat, and the common areas in all sections of Bridgewater.

It shall be the obligation of Bridgewater North Villas Association, Inc., to make provision for the maintenance requirements set forth in Articles V and VI below.

This Preface and its statement shall be deemed a covenant of equal force and effect as all others herein set forth.

ARTICLE I

Definitions

The term hereinafter set forth shall have the following meanings:

Section 1. "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain other approvals in connection with improvements and developments. The Committee shall be composed of three (3) members initially appointed by the Developer. Any vacancies from time to time shall be filled pursuant to the By-Laws of the Association.

Section 2. "Association" or "Community Association" shall mean and refer to Bridgewater Community Association, Inc., its successors and assigns.

Section 3. "By-Laws" shall mean the By-Laws initially adopted by Bridgewater Community Association, Inc., and all amendments and additions thereto.

Section 4: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners of Lots in Bridgewater, Section II, and other sections of Bridgewater, as shown on the respective plat of said Subdivision.

Section 5: "Developer" shall mean Bridgewater Development Group, Inc., an Indiana Corporation, its grantees, successors or successors in interest, and any person, firm or corporation designated by it or its said successor or successor in interest.

Section 6: "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

Section 7: "Lot" shall mean any of said Lots as platted or any tract of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots, upon which a dwelling may be erected in accordance with the restrictions hereinafter set forth. PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of

more than one Lot shall be considered a "Lot" unless said tract of land has a frontage of 60 feet in width at the established building line as shown on the plat.

Section 8: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the plat, including contract purchasers, excluding those having such interest merely as security for the performance of an obligation.

Section 9: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be added to and brought within the jurisdiction of the Association.

Section 10: "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the Dedication and Plat of Bridgewater North, Section I.

Section 11: "Subdivision" shall mean Bridgewater and all of its various sections, a Subdivision located in Auburn, DeKalb County, Indiana.

Section 12: "Bridgewater" shall mean and refer collectively to each section of the Bridgewater development, the initial plot plan of which is attached as Exhibit "B" and it may change from time to time.

Section 13: "Villa Association" shall mean and refer to Bridgewater North Villas Association, Inc., its successors and assigns.

ARTICLE II

Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Additions to Common Area. The Developer reserves the right for Bridgewater North, Section I, so long as Class B members of the Association exist, to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

ARTICLE III

Architectural Control of Bridgewater North, Section I

No building, improvement, construction, excavation, landscaping, fence, wall, swimming pool or spa or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials, ground level elevation (in relation to curb height) and location on the lot shall have been submitted to and approved in writing by the Architectural Control Committee for Bridgewater North, Section I in accordance with the Bridgewater Design Standards. All approvals shall be requested by submission to said Architectural Control Committee of plans and specifications in duplicate, showing the following:

(a) The Dwelling Unit, and other improvements, access drives, and other improved areas, and the locations thereof on the site, including ground level elevation (in relation to curb height) and distance from curb;

(b) All landscaping, including existing and proposed tree locations and planting areas (and specie thereof), mail boxes, and exterior ornamentation;

(c) Plans for all floors and elevations, including projections and wing walls;

(d) Exterior lighting plans;

(e) Walls, fencing, and screening;

(f) Patios, decks, pools, and porches.

Neither the Developer, said Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to said Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against said Committee or the Developer to recover any damages or to require said Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Developer's office for review by said Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building of structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein. Decisions of the Architectural Control Committee are final and it shall have sole discretion in approving or rejecting any submissions.

The original Architectural Control Committee for Bridgewater North, Section I shall consist of three (3) members: Keith E. Busse, Walter G. Fuller, and Emily Ganshorn. A majority of said Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In the event said Board, or said Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed satisfied.

ARTICLE IV

Bridgewater Community Association, Inc.

Section 1. Organization. There has been organized in connection with the development of Bridgewater, and its various sections, an incorporated not-for-profit association known as Bridgewater Community Association, Inc., (the "Association").

Section 2. Membership and Voting Rights. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. Classes of Membership. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners exclusive of the Developer or its immediate successor in interest. Owners shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B member(s) shall be Bridgewater Development Group, Inc., and shall be entitled to three (3) votes for each Lot owned but only as to Bridgewater North, Section I. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when title to all Lots (including future Sections to be platted and developed) in all sections has been conveyed, or

(b) on December 31, 2025.

Section 4. Membership Transfer. Membership in the Association will transfer from the Developer or its successor in interest to the Owner upon delivery of the Deed to Owner's Lot.

Section 5. Continuing Memberships. The Owner of any Lot shall continue to be a member of the Association so long as he continues to be the Owner of a Lot for the purpose herein mentioned. Membership shall pass with the transfer of title to the Lot.

Section 6. Transfer of Membership Rights and Privileges in the Association. Each Owner, and in lieu thereof, (and with the written consent of such Owner to the Association) each lessee of a Lot shall be a member of the Association and have the right to the Owner's vote and privileges. Membership, where assigned to a lessee will pass with the lease, except if the Owner withdraws his consent in writing to the Association. The Owner may withdraw his membership assignment to any lessee in his discretion by issuing a sixty (60) day notice in writing to the Association.

Section 7. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Bridgewater Development Group, Inc., by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments, and (2) special assessments for capital improvements. This is an assessment on each lot. In other words, if a lot is vacant, or if a residence is constructed on two or more lots, the assessment is applied for each lot, even if a residence is on more than one lot or that lot is vacant. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at

the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 8. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the Owners in all sections of Bridgewater, including, but not limited to, the improvement and maintenance of the Common Area, maintenance of street lighting, maintenance of the sprinkling system situated on the Common Area, and Association owned mailbox structures, mailboxes, street signs, and lighting, if any.

Section 9. Initial Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be Three Hundred and No/100--Dollars ($300.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may not be increased each year more than eight percent (8%) above the maximum annual assessment for the prior year, without the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

(b) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum without the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The annual assessment shall be payable on the 1st day of October of each year thereafter.

Section 10. Special Assessment for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote of written assent of fifty-one percent (51%) of each class of members of the Association.

Section 11. Notice and Quorum for Any Action Authorized Under Section 9 and 10. Any action authorized under Sections 9 and 10 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite fifty-one percent (51%) of each class of members, members who were not present in person or by proxy may give their assent in

writing, providing the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 12. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or yearly basis.

Section 13. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 14. Club Membership, Operating Fund Assessment. The Developer has constructed a bathhouse, swimming pool and tennis courts within Bridgewater, which facilities but not the real estate on which they are located are owned and operated by the Association and members of Bridgewater Golf Club. The tennis courts, the swimming pool and bathhouse have been completed and control turned over to the Association in accordance with an agreement by, between, and among the Association, Bridgewater Golf Club, Inc., and Bridgewater Development Group, Inc.

A. Non-Lot Owner Golf Club Members of Bridgewater Golf Club shall be entitled to membership and usage of the bathhouse, swimming pool, and tennis courts, and shall pay the same operating fund assessment as Single-Family Lot Owner Members.

B. All Single-Family Lot Owners and Villa Unit Owners within Bridgewater, except those owned by the Developer, shall be charged an assessment (in addition to the Annual Assessments and Special Assessments provided in Sections 9 and 10, respectively), with respect to the operation and maintenance of said facilities ("Club Assessment"). This Club Assessment will be assessed against each Lot Owner irrespective of whether a Dwelling Unit is located thereon. Such Club Assessment shall bear interest, shall become a lien upon the Lot against which it is assessed, shall become the personal obligation of the Owner of such Lot, and may be collected in accordance with the provisions of this Article. These Club Assessments shall be payable on the first day of April of each year thereafter. All Club Assessments shall be determined by and paid to the Association, and the Association shall be responsible for carrying out the purposes of such Club Assessments.

The amount of the annual Club Assessment shall be established as follows:

(i) Commencing with the year following substantial completion of the bathhouse, swimming pool and tennis courts, the Board of Directors of the Association shall establish a budget for such calendar year and shall determine therefrom the annual Club Assessment for each Lot required to meet said budget. Such budget and Club Assessment for each calendar year shall be established by the Board of Directors at a meeting to be held not later than December 31st of each preceding calendar year. The Board of Directors shall mail to all Association members a copy of a proposed budget and notice of the ensuing year's proposed Club Assessment at least thirty (30) days prior to such meeting.

(ii) In determining the amount of the Club Assessment for each Lot, the Board of Directors shall take into consideration the financial obligation of the Bridgewater Golf Club, and those individuals and organizations identified in Section 14 above who may have access to the bathhouse, tennis courts and swimming pool facilities with respect to the operation and maintenance of said facilities.

(iii) Said Club Operating Fund shall be used exclusively for the purpose of operating and maintaining said bathhouse, tennis courts and swimming pool as well as all recreational facilities therein or used in connection therewith, including but not limited to, repair, maintenance, cost of labor, equipment, supervision, taxes, insurance, and all other things necessary or desirable in the opinion of the Board of Directors of the Association.

Section 15. Tax Recoupment Assessments. In addition to all other assessments provided for in this Article, the Association may levy in any assessment year, an assessment ("Tax Recoupment Assessment") applicable to that year only for the purpose of defraying, in whole or in part, any cost or expense incurred by the Association in the form of a tax, and/or penalty and/or interest on a tax imposed upon, assumed by or assessed against the Association of its properties, and arising out of or in any way related to the acceptance of title to, the ownership of and/or operating or maintenance of any plant or equipment (including utility lines, lift stations and other property) for the transmission, delivery or furnishing of water, or for the collection, transmission and disposal of liquid and solid waste, and sewage, and/or the ownership of any real estate or easements or other rights with respect to real estate owned and/or possessed in connection with such plant or equipment.

Section 16. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be increased by the greater of: $25.00 or interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 17. Subordination of the Lien to Mortgages. The lien of the assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

BRIDGEWATER NORTH VILLAS ASSOCIATION, INC.

Section 1. Organization. There has been organized in connection with the development of Bridgewater North, Section I, an incorporated not-for-profit association known as Bridgewater North Villas Association, Inc., (the "Villa Association").

Section 2. Membership and Voting Rights. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. Classes of Membership. The Villa Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners exclusive of the Developer or its immediate successor in interest. Owners shall be entitled to one (1) vote for each Lot owned.

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

(a) when title to thirty-three (33) villa Lots have been conveyed; or

(b) on December 31, 2025.

Section 4. Assessments Payable to Bridgewater Villas Association, Inc. Each Owner of any Lot, excepting Bridgewater Development Group, Inc., or its immediate successor in interest, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Villa Association:

(a) annual maintenance assessment; and

(b) special assessment for capital improvements.

Such assessments shall be in addition to the annual assessments or special assessments payable to the Association. The annual maintenance and special assessments, together with interest, costs, and reasonable attorney's fees shall be a charge upon and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 5. Purpose of Annual Maintenance Assessment. The annual maintenance assessment shall be used exclusively to fund the Villa Association's obligations set forth herein.

Section 6. Initial Annual Maintenance Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to the Owner, the initial annual maintenance assessment shall be One Thousand Eight Hundred and No/100--Dollars ($1,800.00) per Lot, to be paid in monthly installments, which payment is in addition to the assessment for the Bridgewater Community Association.

Section 7. Calculation of Annual Maintenance Assessment. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the amount of the annual maintenance assessments shall be determined as follows:

(a) The Board of Directors of the Villa Association shall establish a budget for each calendar year and shall determine the annual maintenance assessment and method of payment required to meet such budget. Such budget and assessment for each such calendar year shall be established by the Board of Directors of the Villa Association at a meeting to be held not later than October 31 of each preceding calendar year. The Board of Directors shall then mail to all Villa Association members a copy of said budget and notice of the ensuing year's assessment not later than November 15th of the year prior to the year to which the assessment is applicable. The Board of Directors has the authority to increase the maintenance assessment up to any amount not exceeding two percent (2%) without the specific assent of the members for the purpose of providing for a balanced budget being submitted. Such annual maintenance assessment shall be the assessment for the next calendar year unless changes as hereinafter set forth.

(b) The amount of the annual maintenance assessment set forth by the Board of Directors of the Villa Association for any such calendar year may be changed by more than two percent (2%), heretofore authorized by the members of the Villa Association at a meeting duly called for the purpose as hereinafter provided. The President or Secretary of Villa Association shall call a meeting of the members of the Villa Association, to be held prior to December

31st of the year prior to the year to which the annual maintenance assessment is applicable, upon receipt, prior to November 30th, of a written petition for annual maintenance assessment review bearing the signature of at least twenty percent (20%) of both classes of members of the Villa Association. The President or Secretary of the Villa Association shall give at least fifteen (15) days written notice of such meeting to all members.

(c) Any change in the amount of the annual maintenance assessment, exceeding two percent (2%), set by the Board of Directors of the Villa Association must have the vote or written assent of two-thirds (2/3) of both classes of members of the Villa Association who are voting in person or by proxy at the meeting duly called for such purpose. At such meeting, a quorum of not less than fifty percent (50%) of both classes of members of the Villa Association shall be required.

Section 8. Special Assessment for Capital Improvements and Extraordinary Items. In addition to the annual maintenance assessment authorized above, the Board of Directors of the Villa Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of necessary maintenance of an extraordinary nature, or the cost of new construction or replacement of items of a capital nature, provided that any such assessment shall have the vote or written assent of sixty-seven percent (67%) of both classes of members. Any action authorized by this Article V, Section 7, shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such a meeting, but such vote is less than the prerequisite sixty-seven percent (67%) of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Villa Association not later than thirty (30) days from the date of such meeting.

Section 9. Uniform Rate of Assessments. Both annual maintenance assessments and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or yearly basis.

Section 10. Date of Commencement of Annual Maintenance Assessment: Due Dates. The annual maintenance assessments provided for herein shall commence as to each Lot on the first of the following dates:

(a) The date of issuance of a certificate of occupancy for a completed dwelling on said Lot; and

(b) the date of payment of the final construction draw with respect to a dwelling constructed on said Lot, disregarding any monies retained in escrow from such final draw.

The first annual maintenance assessment shall be adjusted according to the number of days remaining in the year. The due dates of the annual maintenance assessment shall be established by the Board of Directors of the Villa Association. The Villa Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Villa Association setting forth whether the assessments on a specified Lot have been paid as of a particular date.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Corporation. Any annual maintenance assessment or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Villa Association may bring an action at law against the Owner previously obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 12. Subordination of the Lien to Mortgages. The lien of the annual maintenance assessment or special assessment provided for herein shall be subordinate to the lien of any first mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

Maintenance of Villa Residences

Section 1. Building Exteriors, Landscaping and General Maintenance. The Villa Association will cause removal of snow from driveways and sidewalks, and maintain the lawn and landscaping on each Lot. The Villa Association will maintain the lawn sprinkling system situated on the Lots. Toward that end, the Developer will be responsible for maintaining water through a pond, and will be responsible for initial installation of a well and a well pump and such piping as is necessary to deliver water for an irrigation system to each villa lot in Bridgewater North, Section I; and it shall be the responsibility of each owner of a residence to be responsible for installation and construction of a properly functioning irrigation system on said lot. Following installation of the well and the well pump for delivery of irrigation from the pond to the lots, the maintenance, repair and replacement of said well and well pump and piping shall be the sole responsibility of Association. The frequency and manner of performance of such maintenance shall be determined solely by the Board of Directors of the Villa Association. The Villa Association shall not be responsible for the repair or maintenance of the roof or any portion (exterior or interior) of any dwelling or outbuilding, including decks and screened-in porches, any concrete on a Lot, or yard lights and other exterior lights, including replacement of bulbs, nor for window washing and glass replacement. The Board of Directors of the Villa Association may, at its option by appropriate resolution, transfer to each Lot Owner the maintenance responsibility for that portion of the lawn and/or landscaping on each Lot which was not initially installed or planted by the Developer or his successor in interest. In such event, the Villa Association shall keep and make available to each

Lot Owner a drawing or other suitable record of such original landscaping which the Villa Association is to maintain. Each Lot Owner shall be permitted to perform or cause to be performed at the Owner's sole expense, maintenance or repairs, or improvements on the exterior of any dwelling on his Lot, but any such maintenance or repairs or improvements must be consistent with the rest of the Villas, and approved in advance by the Architectural Control Committee.

Section 2. Other Maintenance. Except to the extent of the Villa Association's responsibility for maintenance and repair as above provided, each Owner shall at his sole cost and expense maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair, including those items specifically excluded from the Villa Association's responsibilities and any other maintenance and repair responsibilities not expressly included among such responsibilities, as set forth above. In the event any Owner shall fail to maintain and repair his Lot and the improvements thereon as required hereunder, the Villa Association, in addition to all other remedies available to it hereunder or by law and without waiving any of said alternative remedies, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the dwelling units as any other improvements erected thereon; and each Owner (by acceptance of a Deed for his Lot) hereby covenants and agrees to repay to the Villa Association the cost thereof immediately upon demand. Such costs incurred and demanded by the Villa Association, together with interest, costs and reasonable attorney's fees, shall have the same status as both a continuing lien on the Lot and improvements and the personal obligation of the Owner as an assessment made under VI, Section 6 hereof, and the failure of any such Owner to pay the same shall carry with it the same consequences as a failure to pay such an assessment when due.

Section 3. Maintenance Easements. The Villa Association and the Owner of any Lot whose dwelling is constructed up to or within nine (9) feet of any interior Lot line shall have an access easement over a portion of the adjacent Lot which shall be five (5) feet in width measured from said Lot line, for the entire length of said Lot line separating the two Lots, for purposes of maintaining, replacing, and repairing the exterior of the dwellings so located. This access easement shall extend to the agents, employees, and independent contractors of either the Villa Association, the Owner, or both. Any damage to an adjacent Lot or landscaping on an adjacent Lot shall be repaired at the expense of the Villa Association, the Owner, or their respective agents, employees or independent contractors utilizing this easement.

Each Owner shall also have a permanent easement permitting roof structure which overhang and encroach upon the adjoining servient Lot, provided that construction of such roof structure is permitted and approved as elsewhere herein provided.

Section 4. Utility Easements. Easements are hereby expressly reserved and dedicated with dimension, boundaries, and locations as designated on the plat for the installation and maintenance of public utilities (including, but not limited to water, gas, telephone, electricity, sanitary sewer and any other utilities of a public or quasi-public nature) and sewer and drainage facilities.

Any utility company and Developer, their successors and assigns, will have the right to enter upon said easements for any lawful purpose. All easements shall be kept free at all time of permanent structure except improvements installed by Developer, Developer's successor in interest, or an authorized utility and removal of any obstruction by a utility company shall in no way obligate the company to restore the obstruction to its original form. The utility will restore any improvement installed by Developer or other authorized utility.

The utility operating the sewer lines and sewage disposal facilities of said section shall have jurisdiction over the installation of all sewer connections and the same shall be installed to property lines of each Lot by the Developer or its successor in interest.

ARTICLE VII

General Provisions

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No Dwelling Unit shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height. Each Dwelling Unit shall include a minimum of a two-car attached garage. Basements may be constructed as a part of any dwelling. For clarification purposes, it is noted that Dwelling Unit means the residential structure on the lot. Lots are not restricted to only a Dwelling Unit, as others structures of a permanent nature are permitted in accordance with other provisions of these Protective Restrictions, etc., subject to other provisions as well as approval of the Architectural Control Committee.

Section 2. Home Occupations. No Lot shall be used for any purpose other than a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

Section 3. Building Sizes. No Dwelling Unit shall be built on any Lot having the living area of the main structure, exclusive of one-story open porches, breezeways, basements or garages of less than the following number of square feet for the following types of dwelling. In specific given areas, minimum square footage will be the following:

Type of Home	Regular Home Minimum Square Footage	Villa Home Minimum Square Footage
One-Story Front building line 80' or less	1,700square feet *	1,700square feet *
One-Story Front building line Over 80' but under 85'	1,800 square feet *	1,800 square feet *
One-Story Front building line 85' or wider	2,000 square feet *	2,000 square feet *
Two-Story or multi-story	1,500 square feet on 1st Floor with a combined total of 2,300 square feet *	No upper level improvements unless approved by Villa Association and Architectural Control Committee *
Garage: 2 car garage on lots with front building line of 80' wide or less	Minimum 600 square feet (in addition to minimum square footage for one and two story homes) *	Minimum 600 square feet (in addition to minimum square footage for one and two story homes) *
3 car garage on lots with front building line of 85' wide or larger	Minimum 800 square feet (in addition to minimum square footage) *	Minimum 800 square feet (in addition to minimum square footage) *

*Basements are permitted but not included in calculating minimum square footage; nor are porches, decks, and permitted detached structures included in minimum square footage calculations.

By way of clarification, building sizes relate to the Dwelling Unit, and not to other permitted structures.

Section 4. Garages. All Dwelling Units must have a minimum of either a two car attached garage or a three car attached garage, as set forth above in Section 3. By way of clarification, it is noted that this provision does not restrict an addition detached garage if the same is a permitted structure, meets all of the other provisions of these Protective Restrictions, and is approved by the Architectural Control Committee. By way of clarification, it is noted that this provision does not restrict an additional detached garage if the same is a permitted structure and meets all of the other provisions of these Protective Restrictions, etc.

Section 5. Building Setback and Elevation. No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line or the rear property line than the minimum building setback lines shown on the recorded plat. In any event, no Dwelling Unit shall be located nearer than a distance of eight feet (8') to a side Lot line, and, no nearer than a distance of thirty feet (30') to a rear property line if there is no rear setback line shown on the recorded plat. In no event shall any screened-in porch be located closer than thirty feet (30') to the rear Lot line. All Dwelling Units must have an exterior ground level elevation at least two (2) feet but not more than six (6) feet above the top of the roadway curb, which elevation shall be as amended from time to time and as interpreted by the Architectural Control Committee, and subject to Ordinances, Rules and Regulations of the local governmental entity.

Section 6. Minimum Building and Lot Size. No Dwelling Unit shall be erected or placed on any Lot having a width of less than seventy feet (70') at the minimum building setback line, nor shall any Dwelling Unit be erected or placed on any Lot having an area of less than 12,000 square feet.

Section 7. Utility and Drainage Easements. Easement for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables.

Section 8. Surface Drainage and Easements for Utilities. All easements for public and municipal utilities and sewers as dedicated on the face of the plat shall be kept free of all permanent structures and any structure, shrubbery, trees, or other installation thereon, whether temporary or permanent, shall be subject to the paramount right of the entities for which such easements are intended to benefit, to install, repair, maintain or replace their utility or sewage facilities. The removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them in damages or to restore the obstruction to its original form. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privileges to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone or television services (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision.) Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting services by underground wires or cables. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes.

Surface Drainage Easements and Common Areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 9. Maintenance of Lots and Dwelling Units. No Lot and no Dwelling Unit or other permitted structure shall be permitted to become overgrown, unsightly or to fall into disrepair. No vacant lot shall be used or maintained as a dumping ground for rubbish; i.e., yard waste, tree limbs, building materials, etc., whether on a temporary or permanent basis. All Dwelling Units and permitted structures shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Architectural Control Committee. Each Owner, for himself and his successors and assigns, hereby grants to the Association, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the Architectural Control Committee to carry out the intent of this provision and they further agree to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments pursuant to Article IV, above, and such amounts shall become a lien upon the Lot as provided in Article IV.

Section 10. Landscaping. The Lots shall be landscaped according to plans approved by the Architectural Control Committee. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. There shall be no screen planting on the rear of any Lots with golf course frontage nor on any location which has the effect of significantly blocking or restricting any lot owner's view of the golf course. Landscaping as approved by the Architectural Control Committee shall be installed no later than one hundred eighty (180) days following occupancy of or completion of the Dwelling Unit, whichever occurs first.

Section 11. Nuisances. No noxious or offensive activity must be carried upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on the premises, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

Section 12. Temporary Structures and Storage.

(a) Permanent structures, including pool houses and detached garages, are permitted so long as they are erected on a permanent foundation or permanent basement,

have electrical service built in to the structure, are a minimum of 600 square feet, and meet all other provisions of these Protective Restrictions, including but not limited to provisions on materials, setbacks, and Architectural Control. Such permanent structures are permitted only on a lot on which a Dwelling Unit is located or a on a lot adjacent to a lot with a Dwelling Unit, where both the Dwelling Unit lot and adjacent lot have the same owner(s). Architectural Control Committee may take into account the location of and height of a permanent structure and its impact on golf course views for neighboring lot owners in deciding whether or not to grant approval. However, such structures as storage sheds (other than those that qualify as permanent structures that would also qualify as a pool building or garage), garden sheds, dog houses, and the like, are not permitted, whether permanent or not.

(b) No structures of a temporary character, no trailer, no boat trailer, no truck other than pickup trucks and SUVs, no commercial vehicles, no recreational vehicle RV, no camper shell, no all terrain vehicle (ATV), no camper or camping trailer, no basement, no tent, no shed, no temporary garage, no temporary barn, no other temporary outbuilding, shall be either used or located on any lot, or adjacent to any lot, public street, or right-of-way within the Subdivision at any time, or used as a residence, either temporarily or permanently. The restriction on vehicles and trailers shall not be applicable to those stored within an approved permanent structure.

Section 13. Signs. No sign of any kind shall be displayed to the public view on any Lot except political signs specifically permitted by law and one sign of not more than five (5) square feet, advertising such Lot for sale, or signs used by a builder to advertise such Lot during the construction and sales period. In addition, signs which advertise a community supported or approved event; such as an association meeting, community garage sale, yard-of-the-month, etc. In addition, so long as there are unsold lots in any Section, this Section 13 shall not apply to the Developer.

Section 14. Radio and Television Antennas. No radio or television antennas shall be attached to any Dwelling Unit except for a receiving disk or dish, not to exceed eighteen inches (18") in diameter, shall be permitted to be attached to any Dwelling Unit. No free standing radio or television antennas shall be permitted on any Lot without written approval from the Architectural Control Committee. No solar panels attached or detached shall be permitted.

Section 15. Drilling, Refining, Quarrying and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected. maintained or permitted upon any Lot.

Section 16. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Household pets must be either tethered or on a leash when outside of the Dwelling Unit. Owners of household pets are responsible for cleaning up any messes created by those pets, whether organic or otherwise.

Section 17. Building Materials. All Dwelling Units (regular homes and villa homes) and other permitted structures shall be constructed in a substantial and good workmanlike manner of new materials. The entire front exterior of each residence shall be constructed of all natural materials of brick, stone, or natural wood, but those wood substitutes commonly referred to as "hardy" plank are permitted. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure on any Lots of said Subdivision and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots. All Dwelling Units shall have one or more windows on each exterior wall. The front of Villa homes shall be of predominately brick construction, but may have stone and wood accents. All building materials must be identified on plans submitted for approval (in advance) to the Architectural Control Committee.

Section 18. Driveways. All driveways from street to the garage shall be poured concrete or masonry and not less than eighteen (18) feet in width.

Section 19. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lots in this Subdivision.

Section 20. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to the Developer, the Association and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated in Sections 7 and 8 or this Section 20 of Article VI, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 21. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned Storm Water and Surface Water Runoff Sewer System.

Section 22. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install improvements serving such Lot as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize and require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, by the Association, or by any aggrieved Lot Owner in this Subdivision.

Section 23. Sidewalks. Plans and specifications for this Subdivision on file with the Auburn City Plan Commission require the installation of concrete sidewalks according to the sidewalk ordinance of the City of Auburn. Installation of said sidewalks shall be the obligation of the Owner of any such Lot, exclusive of the Developer, shall be completed in accordance with said plans and specification and prior to the issuance of a Certificate of Occupancy for any such Lot and the cost of said installation shall be a lien against any such Lot enforceable by the Auburn City Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the Developer, said individual or corporation Owner (not the developer) shall be considered an Owner for the purposes of the enforcement of this covenant. Where sidewalks are located in a Common Area, maintenance of that sidewalk shall be the responsibility of the Association.

Section 24. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied, such user or occupier shall first obtain from the Auburn City Zoning Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the Auburn City Zoning Ordinance.

Section 25. Pools and Hot Tubs. No above ground pool which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and eighteen (18) inches deep shall be placed or maintained on any Lot. No in ground swimming pool or hot tub or spa may be placed or maintained on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article III.

Section 26. Swing Sets and Play Equipment. No swing sets or play equipment will be permitted in the rear twenty-five (25) feet of any Lot having golf course frontage. In addition, any permitted swing sets and play equipment must have a frame made of natural materials, and plans and materials must be approved in advance by the Architectural Control Committee as to placement on the lot, type of materials used, and design.

Section 27. Fencing. The only fencing permitted shall be black wrought iron construction of not more than four feet (4') in height. No privacy fences will be allowed. All proposed fencing must be approved as to design, materials, and location by the Architectural Control Committee in writing and in advance. All fencing around pools must also comply with state and local requirements.

Section 28. Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within the Dwelling Unit. Firewood must be placed adjacent to the

Dwelling Unit behind a visual barrier screening this area so that it is not visible from a neighboring streets, golf course, or lots. This area must be approved by the Architectural Control Committee.

Section 29. Mailboxes. The type, location, and installation of mailboxes shall be under the exclusive control and discretion of the Developer.

Section 30. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction. 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. During the construction process, no adjacent lot shall be temporarily used for storage of construction debris, construction equipment, for location of a dumpster, or for any other building purposes without the prior written consent of the owner of that lot, and without the prior written consent of the Architectural Control Committee. All containers for waste materials which are permitted, including dumpsters, may not be there longer than one hundred eighty (180) days for an addition to a residence or three hundred sixty-five (365) days for new housing. All construction debris, including concrete waste, shall be removed within said time frame, and no other damage to any such lot shall be permitted, and it shall be the obligation of the owner of the lot on which the addition or new housing has been constructed to guaranty compliance with this Section by any contractor or subcontractor or material supplier. The Association shall be entitled to enforce this Section in the same manner as enforcing the collection of assessments against lot owners including rights to create a lien and a personal obligation as set forth elsewhere in this document.

Section 31. Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots in the Subdivision shall be owned by the same person, and such Owner shall desire to use two (2) or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Architectural Control Committee or Board of Directors of the Association for permission 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 the Lots remain improved with one single Dwelling Unit, and except that all assessments provided for in Article IV and Article V shall be assessed to each Lot.

Section 32. Enforceability. The Association or the Developer shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and shall not operate to deprive an Owner from enforcing said covenant or restriction. Should it be necessary for the Association to pursue enforcement of all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions, the Association shall be entitled to collect from the Owner any and all costs together with interest thereon from the date incurred, and reasonable attorney's fees incurred as a result of the successful enforcement of these Restrictions; and all such costs, interest and reasonable attorney's fees shall be a charge and a continuing lien upon the lot against which the enforcement is sought in the same manner that enforcement of payment of assessments is set forth in Article IV. Section 7. Creation of the Lien and Personal Obligation of Assessments.

Section 33. Right of Entry. The Developer and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction,

for purpose of determining whether or not the provisions of these restrictions are being complied with and exercising all rights and powers conferred upon the Developer, and Architectural Control Committee and the Association with respect to the enforcement or correction or remedy of any failure of the Owner to observe these restrictions, and the Developer, the Architectural Control Committee and the Association and such representatives shall not be deemed to have committed a trespass as a result thereof. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five (5) days prior to such entry.

Section 34. Partial Invalidation. Invalidation of any one of these Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 35. Covenants, Restrictions and Extensions. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these Restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these Restrictions may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and provided further, the Developer, its successors or assigns shall, with the approval of the Auburn City Plan Commission, have the exclusive right for a period of two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions.

Section 36. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless seventy-five percent (75%) of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Auburn City Plan Commission.

Section 37. Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

Section 38. Dwelling Unit Exterior. All windows, porches, balconies and exteriors of all Dwelling Units shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted. Flag poles, permanently affixed basketball goals (frame, backboard, rim, and netting) and other permanently affixed improvements, whether attached to the dwelling or free-standing shall be permitted only upon approval of the design, materials, and location by the Architectural Control Committee in writing, which shall have complete discretion.

Section 39. Chimneys. All exterior fireplace chimneys located on the road side of any roof line shall be of masonry construction. Exterior fireplace chimneys on a side roof line and rear roof line not on a road side of the roof line may be either of masonry construction or may be

boxed with the same materials as the exterior of the residence, but shall be approved in advance and in writing by the Architectural Control Committee.

Section 40. Fires. No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted to burn upon any street roadway or Lot in this Subdivision. No outside incinerators shall be kept or allowed on any Lot.

Section 41. Access to Golf Course. Access to the grounds of the Bridgewater Golf Club shall only be permitted at such locations as shall be agreed to and designated by the Bridgewater Golf Club and the Developer.

Section 42. Easement Across Lots Adjacent to Golf Course. Until such time as a Dwelling Unit is constructed on a Lot which borders a fairway area of the Bridgewater Golf Club, the operator of Bridgewater Golf Club shall have a license to permit and authorize their agents and registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass.

Section 43. Interference with Play on Golf Course. Owners of Lots bordering on fairways of the Bridgewater Golf Club shall be obligated to refrain from any actions which would detract from the playing qualities of the course.

Section 44. Cost and Attorney's Fees. In any proceeding arising because of the failure of an Owner to pay any assessments or amounts due pursuant to this Declaration, the By-Laws, or any rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs, to include its reasonable attorney's fees.

Section 45. Annexation. Additional properties may be annexed by Developer and made subject to this Declaration. Said additional properties may be developed for condominiums, villas and single family residences. Said annexation may be perfected without the consent of the Owners.

Section 46. Construction of Residence. So long as Developer continues to own any lots in Bridgewater North, Section I, whether for a regular single family dwelling or a Villa single family dwelling, there shall be conditions imposed by Developer on the time period for initiating construction of a residence. This applies to the initial purchaser of a lot from Developer. Each owner of such a lot shall be required to commence construction of a single family residence on that lot within eighteen (18) months from the date of the closing on the sale of said lot by Developer with the initial owner. As part of the consideration for Developer selling a lot to a prospective buyer, buyer at closing shall execute a Real Estate Option Agreement in favor of Developer, which shall give Developer the option to purchase this real estate from the initial buyer for a purchase price of one-half (1/2) of the purchase price set forth in the original purchase agreement for said lot. HOWEVER, this Option may be exercised by Developer only if Developer gives initial buyer a six (6) month notice to commence construction. In such an event, initial buyer must either

commence construction of a single family residence on said lot, or sell the same within same six (6) month period from the date of notice. If neither occurs, Developer may exercise this Option. This Option shall not apply to any lot on which construction has been commenced, whether construction has been timely completed or not. This Section shall not apply to a builder constructing one or more dwelling units for resale, which shall be subject to contractual agreements between builder and Developer outside the scope of this Section 46.

IN WITNESS WHEREOF, BRIDGEWATER DEVELOPMENT GROUP, INC., a Corporation organized and existing under the laws of the State of Indiana, Owner of the real estate described in said Plat, has hereunto set its hand and seal, by its duly authorized officer, this ____ day of _____, 201__.

BRIDGEWATER DEVELOPMENT GROUP, INC.,
an Indiana Corporation,

BY_____
Emily Ganshorn – Assistant Secretary

STATE OF INDIANA, COUNTY OF DEKALB)SS:

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Emily Ganshorn, known by me to be the duly authorized and acting Assistant Secretary of Bridgewater Development Group, Inc., an Indiana Corporation, and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said Corporation for the purposes and uses therein set forth, this _____ day of _____, _____.

My Commission Expires:
2/10/2016

_____
James P. McCanna - Notary Public

Resident of DeKalb County, IN.

This instrument prepared by James P. McCanna, Burt, Blee, Dixon, Sutton & Bloom, LLP, 1320 S. Grandstaff, P.O. Box 543, Auburn, IN 46706.

corp/bridgewater/platrrestrictions/bridgewater-north-section I-redline-2-8-16-reline removed