

BY-LAWS OF THE RIDGE HILL TRAILS HOMEOWNERS ASSOCIATION, INC.

Adopted, September 21, 1983
Revised (R1), September 20, 1994
Revised (R2), September 17, 1995
Revised (R3), October 10, 2007

Article I) Purpose and Name

Section 1) The purpose of this association shall be to serve the residents of Ridge Hill Trails by protecting and promoting the best interests of the residents; to strive for improvement of public facilities and services within the area; to encourage a civic spirit and foster good will and friendship among all the residents of the area; to cooperate with county, township and city officials and with other civic and public organizations for the general welfare of the entire community.

Section 2) The name of this association shall be Ridge Hill Trails Homeowners Association, Inc.

Article II) Membership (R2)

Section 1) Membership in this association shall be open to all home owners within that part of Perry Township known as Ridge Hill Trails. Such membership shall include the homeowner and his or her spouse. Both shall share equally in the rights and privileges of the membership. Each shall be eligible to vote on all matters presented to the membership. In the case of a single homeowner, said homeowner shall be entitled to two votes.

Section 2) Honorary membership may be awarded to non-owner residents by direction of the Board of Directors. Honorary membership shall include voting privileges upon payment of membership dues; however, honorary members shall not be eligible to hold office.

Section 3) Application for membership in the association shall be made in a manner prescribed by the Board of Directors. Every person accepted to membership upon payment of dues shall receive a certificate properly signed stating that he is a member of the association.

Section 4) Meetings of the members shall be called in accordance with the following:

- a) The annual meeting for the election of officers shall be held at a date specified by the Board of Directors, during the month of September.
- b) Meetings of the membership may be called by the President, a majority of the Board of Directors, or by written petition signed by not less than one-tenth of the membership.
- c) Notice of all membership meetings shall be given in writing to all members at least 14 days prior to said meeting. All such notices shall state the time, place and purpose of the meeting.
- d) The 5 percent (R1) of the membership shall constitute a quorum for transaction of business at membership meetings.
- e) Matters of business presented to the membership, unless otherwise specified by these By-Laws shall be dispositioned by a majority vote.

Article III) Management

Section 1) Management of this association shall be vested in a Board of Directors, who shall take office at the first meeting following the election.

Section 2) The Board of Directors shall consist of seven (7) members from the combined sections of Ridge Hill Trails (R3). In addition, all past presidents of the association shall be ex-officio members of the Board of Directors and shall have the right and privilege of attending all Board of Directors meetings and shall be entitled to participate in discussions at said Board of Directors meetings, but said ex-officio directors shall not have voting power on the Board. Provided further, however, that no such past president shall be either a director or ex-officio member of the Board of Directors unless said past president of the association is a bona fide resident of Ridge Hill Trails and a member of the association.

Section 3) All representatives shall be elected at the annual meeting, as described in Section 4, Subsection a., Article II by the membership present at the annual meeting.

Section 4) Only members (as described in Section 1, Article II, Membership) in good standing are eligible to vote at the annual elections and in any other meeting of the association.

Section 5) For the first election, area representatives shall hold office for one year and the at-large members two years. In all subsequent elections the representative shall be elected for a two-year term. The Board of Directors shall elect from its own membership a President, Vice-President, Recording Secretary, and Treasurer for a one-year term.

Section 6) The Board of Directors shall be responsible for general supervision and control of all activities of the association to the extent authorized by these By-Laws or by action duly taken at duly constituted meetings of the entire membership.

Section 7) Meetings of the Board of Directors shall be held at a time and place as directed by the President or any six members of the board, and shall be held at least once every two months.

Section 8) A vacancy in an elective office may be filled by a majority vote of the remaining members of the board. The successor so chosen shall serve for the unexpired term of his predecessor. If a board member resigns or is absent for 3 or more meetings without good cause, the board shall replace that member by an individual of their choosing.

Section 9) A majority of the Board of Directors shall constitute (R1) a quorum (1/2) for the transaction of business.

Section 10) Matters brought before the board for a vote shall be dispositioned by a majority vote of the Board of Directors attending. At least two months prior to the annual meetings, the President and the Board of Directors shall designate a nominating committee to handle all matters pertaining to the election of representatives. In addition to the candidates nominated by the nominating committee, nominations may be made from the floor by members at the annual meeting.

Article IV) Officers

Section 1) The officers of the Board of Directors and their basic duties shall be:

President - Shall preside at all meetings of the association, of its Board of Directors, shall appoint committees as authorized by the Board of Directors, shall be a member ex-officio of all committees and carry out other duties assigned to him by these By-Laws and by the Board of Directors.

Vice-President - Shall perform the duties and have the powers of the President during the absence or temporary incapacity of the President, shall also ensure that members of the board and members of the association are properly informed of the activities of the association. Shall perform duties of the membership chairman and maintain membership lists.

Secretary - Shall maintain minutes of the Board of Directors and general membership meetings and shall distribute copies of such minutes after approval by the Board of Directors to the entire membership. In the absence of the Secretary the President will appoint one as a temporary secretary.

Treasurer - Shall keep financial records and accounts of the association and have charge of its funds. He shall collect all dues and keep all association funds in a depository approved by the Board of Directors and in the name of the association. All checks or demands for money and notes of the corporation shall be signed by one (1) of the two (2) officers designated by the Board of Directors. An accounting report shall be submitted to the Board of Directors and read to the membership at each formal meeting. An annual audit shall be prepared and submitted to the Board of Directors at the annual meeting.

Architecture – Shall review determine if proposed improvements in the RHT neighborhood meet the guidelines of the RHT covenants. Watches for changes in the surrounding areas that will impact the RHT neighborhood, such as new housing additions.

Security – Shall coordinate resident reports of vandalism and break-ins with the contracted security officer. Is a liaison between RHTHA and the Security officer.

Snow Removal – Shall oversee the performance of the contractor for snow removal.

Article V) Dues & Finances

Section 1) All members of the association shall pay dues annually in the month of September. All dues shall be in the amount approved by the membership.

Section 2) The fiscal year of the association shall commence on the first day of September and end on the 31st day of August.

Article VI) Rules of Order

Section 1) The rules contained in "Roberts Rules of Order" shall govern this association in all cases in which they are applicable and in which they are not inconsistent with the By-Laws or the special rules of order of this association.

Article VII) Dissolution

Section 1) In the event of dissolution of this association, all funds and property of the association remaining after fulfillment of all obligations shall be divided among all members in good standing.

Article VIII) Amendments to the By-Laws

Section 1) These By-Laws may be amended at any meeting of the membership by a majority vote of members attending such meeting providing a notice of such proposed amendment or amendments shall have been furnished to each member with advance notice (at least 30 days) of the meeting at which the amendment or amendments are to be considered.

COVENANTS

RIDGE HILLS SUBDIVISION SECTION 1 (lots 1 to 28)

We hereby make plat, subdivide, lay off and dedicate said described real estate into lots and streets in accordance with the plat hereto attached, which addition shall be known as Ridge Hills, Marion County, Indiana; that the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions, which restriction shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows, to Wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than as stated under the D-1 zoning as specified in the Marion County Zoning Ordinance 58-AO-13 as amended and now effective in Marion County.
2. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
 - A. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved, and in no case shall be greater than three and one-half (3 1/2) feet in height. Approval shall be provided in part ten (10).
 - B. No single story dwelling shall have a ground floor area less than 1800 square feet and no two-story dwelling shall have a ground floor less than 1200 square feet.
 - C. Each dwelling shall have at least a two car garage, but open side carports are specifically prohibited.
 - D. Each dwelling shall be required to include an electric or gas incinerator and a garbage disposal unit in its initial construction.
3. No building shall be located on any lot nearer to the front line than the minimum building set-back lines shown on the recorded plat, for the purposes of this covenant, eaves, steps and porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
 - A. No trailer, boat, camping equipment, disabled motor vehicle or otherwise shall be stored, parked in any manner whatsoever in front of the house or dwelling erected on these lots and the residents shall make every effort to keep their yard and lot in an attractive manner and in such a condition that it shall not detract from the property value of the addition and the sole judge as to whether or not it is being so kept shall remain in the Architectural Control Committee, members of which are provided hereafter.

7. The Architectural Control Committee is composed of three members, appointed by the developer. A majority of the 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.

A. This aforementioned Architectural Control Committee may be elected by the majority of the lot owners when the following steps have been taken: (1) Notice is served upon the Architectural Control Committee that an election has been requested, said notice being signed by fifty percent of the fee title owners of the lots in this subdivision. (2) Nominations for said Committee must be made in writing to the Architectural Control Committee and said nominations must be signed by at least ten percent of the fee title owners, each lot having one vote, election will be held within thirty days after nominations will be closed after thirty days has been served upon the Architectural Control Committee. The election will then be held at the time and place selected by the Architectural Control Committee, ballots shall be cast in writing and one vote will be cast for each lot in the subdivision.

B. All drives into these lots shall be hard surfaced and constructed in a manner befitting the other lots in the neighborhood. Said decision and judgment on construction and maintenance of these drives shall be under the control of the Architectural Control Committee.

8. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fail to approve or disapprove within 30 days after 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 the related covenants shall be deemed to have been fully complied with.

9. No downspout shall be connected to or caused to discharge rainwater in to any sanitary sewer.

10. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. No drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

12. 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 purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

14. No fence, wall, hedge or shrub planting which obstructs sight line at elevations between 2 and 3 1/2 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them to points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded. After which time said covenants shall be automatically extended for successive periods of ten years unless an instrument

signed by a majority of the then owners of the lots has them recorded, agreeing to change them in whole or in part.

16. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. The above covenants are subject to all the prevailing rules and regulations of the Metropolitan Planning Department, Marion County, Indiana, its assigns and/or successors.

(NOTE: This scanned and edited copy of the Ridge Hill Trails Covenants have been verified to match the typed original, filed with the Metropolitan Planning Department, Marion County, Indiana.)

ATTACHMENT: Addresses of RHT Section 1

1601 Hunting Drive
1615 Hunting Drive
1624 Hunting Drive
1625 Hunting Drive
1635 Hunting Drive
8720 Hunting Trail
8801 Hunting Trail
8815 Hunting Trail
8820 Hunting Trail
8838 Hunting Trail
8839 Hunting Trail
8917 Hunting Trail
8929 Hunting Trail
8930 Hunting Trail
1628 Ridge Hill Avenue
1638 Ridge Hill Avenue
1649 Ridge Hill Avenue
8743 Ridge Hill Drive
8801 Ridge Hill Drive
8802 Ridge Hill Drive
8818 Ridge Hill Drive
8819 Ridge Hill Drive
8836 Ridge Hill Drive
8849 Ridge Hill Drive
8852 Ridge Hill Drive
8925 Ridge Hill Drive
8926 Ridge Hill Drive
8950 Ridge Hill Drive

COVENANTS

RIDGE HILL TRAILS

SECTION II

(lots 29 to 71)

We hereby make plat, subdivide, layoff and dedicate said described real estate into lots and streets in accordance with the plat here to attached, which addition shall be known as Ridge Hill Trails, Marion County, Indiana, that the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions, which restriction shall be considered and hereby declared to be covenants running with the land, which restrictive covenants areas follows, to Wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than as stated under the D-1 Zoning as specified in the Marion County Zoning Ordinance 58-AO-13 as amended and now effective in Marion County.

2. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

A. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved, and in no case shall be greater than three and one half (3 1/2) feet in height. Approval shall be provided in part ten (10).

B. No single story dwelling shall have a ground floor area less than 1500 square feet and no two story dwelling shall have a ground floor area less than 1200 square feet.

C. Each dwelling shall have at least a two car garage but open sided carports are specifically prohibited.

D. Each dwelling shall be required to include an electric or gas incinerator and a garbage disposal unit in its initial construction.

3. No building shall be located on any lot nearer to the front line that the minimum building set-back lines shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

5. No noxious or offensive activity shall be carried on upon any lot. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently.

A. No trailer, boat, camping equipment, disabled motor vehicle or otherwise shall be stored, parked in any manner whatsoever in front of the house or dwellings erected on these lots and the residents shall make every effort to keep their yard and lot in an attractive manner and in such a condition that it shall not detract from the property value of the addition and the sole judge as to whether or not it is being so kept shall remain in the Architectural Control Committee, members of which are provided hereafter.

7. The Architectural Control Committee is composed of three members, appointed by the Developer. A majority of the 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.

A. This aforementioned Architectural Control Committee may be elected by the majority of the lot owners when the following steps have been taken: (1) Notice is served upon the Architectural Control Committee that an election has been requested, said notice being signed by fifty percent of the fee title owners of the lots in this subdivision. (2) Nominations for said Committee must be made in writing to the Architectural Control Committee and said nominations must be signed by at least ten percent of the fee title owners, each lot having one vote, election will be held within thirty days after nominations will be closed after thirty days has been served upon the Architectural Control Committee. The election will then be held at the time and place selected by the Architectural Control Committee, ballots shall be cast in writing and one vote will be cast for each lot in the subdivision.

B. All drives into these lots shall be hard surfaced and constructed in a manner befitting the other lots in the neighborhood. Said decision and judgment on construction and maintenance of these drives shall be under the control of the Architectural Control Committee.

8. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fail to approve or disapprove within 30 days after 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 the related covenants shall be deemed to have been fully complied with.

9. No downspout shall be connected to or caused to discharge rainwater in to any sanitary sewer.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. No drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

12. 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 purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

14. No fence, wall, hedge or shrub planting which obstructs sight line at elevations between 2 and 3 1/2 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them to points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded. After which time said covenants shall be automatically extended for successive periods of ten years unless an

instrument signed by a majority of the then owners of the lots has them recorded, agreeing to change them in whole or in part.

16. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either by restraint violation or to recover damages.

18. The above covenants are subject to all the prevailing rules and regulations of the Metropolitan Planning Department, Marion County, Indiana, its assigns and/or successors.

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ATTACHMENT: Addresses of RHT Section 2

8510 Hunting Trail
8520 Hunting Trail
8530 Hunting Trail
8535 Hunting Trail
8540 Hunting Trail
8612 Hunting Trail
8621 Hunting Trail
8622 Hunting Trail
8631 Hunting Trail
8632 Hunting Trail
8703 Hunting Trail
8704 Hunting Trail
8507 Ridge Hill Drive
8517 Ridge Hill Drive
8522 Ridge Hill Drive
8527 Ridge Hill Drive
8537 Ridge Hill Drive
8542 Ridge Hill Drive
8605 Ridge Hill Drive
8625 Ridge Hill Drive
8630 Ridge Hill Drive
8635 Ridge Hill Drive
8640 Ridge Hill Drive
8645 Ridge Hill Drive
8706 Ridge Hill Drive
8707 Ridge Hill Drive
8717 Ridge Hill Drive
8720 Ridge Hill Drive
8729 Ridge Hill Drive
1620 Ridge Hill Lane
1630 Ridge Hill Lane
1640 Ridge Hill Lane
1645 Ridge Hill Lane
1710 Ridge Hill Lane
1715 Ridge Hill Lane
1720 Ridge Hill Lane
1730 Ridge Hill Lane
1634 Towe String Road
1637 Towe String Road
1704 Towe String Road
1705 Towe String Road

1714 Towe String Road
1715 Towe String Road

COVENANTS

RIDGE HILL TRAILS SECTION III (lots 72 to 143)

We hereby make plat, subdivide, lay off and dedicate said described real estate into lots and streets in accordance with the plat hereto attached, which addition shall be known as Ridge Hill Trails, Marion County, Indiana, that the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions, which restriction shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows, to Wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than as stated under the D-2 zoning as specified in the Marion County Zoning Ordinance 58-AO-13 as amended and now effective in Marion County.
2. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
 - A. No fence or wall shall be erected, placed, or altered on any lot nearer to the street than the minimum building set-back line unless similarly approved, and in no case shall be greater than three and one half (3 1/2) feet in height. Approval shall be provided in Part (10) ten.
 - B. No single story dwelling shall have a ground floor area less than 1500 square feet and no two story dwelling shall have a ground floor area less than 1200 square feet.
 - C. Each dwelling shall have at least a two car garage but open sided carports are specifically prohibited.
 - D. Each dwelling shall be required to include an electric or gas incinerator and a garbage disposal unit in its initial construction.
3. No building shall be located on any lot nearer to the front line than the minimum building set-back lines shown on the recorded plat, for the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
5. No noxious or offensive activity shall be carried on upon any lot. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. No structure of a temporary nature, or outbuilding of any kind not connected to the main residence, including, but not necessarily limited to any trailer, tent, basement, shack, garage, barn or other outbuilding, shall be constructed, moved on to or used on any lot at any time, for any purpose.
 - A. No trailer, boat, camping equipment, disabled motor vehicle or otherwise shall be stored, parked in any manner whatsoever in front of the house or dwellings erected on these lots and the residents shall make every effort to keep their yard and lot in an attractive manner and in such a condition that it shall not detract from the property value of the addition and the sole judge as to whether or not it is being so kept shall remain in the Architectural Control Committee, members of which are provided hereafter.

7. The Architectural Control Committee is composed of three members, appointed by the developer. A majority of the 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.

A. This aforementioned Architectural Control Committee may be elected by the majority of the lot owners when the following steps have been taken: (1) Notice is served upon the Architectural Control Committee that an election has been requested. said notice shall be signed by fifty percent of the fee title owners of the lots in this subdivision. (2) Nominations for said Committee must be made in writing to the Architectural Control Committee and said nominations must be signed by at least ten percent of the fee title owners, each lot having one vote, election will be held within thirty days after nominations will be closed after thirty days has been served upon the Architectural Control Committee. The election will then be held at the time and place selected by the Architectural Control Committee, ballots shall be cast in writing and one vote will be cast for each lot in the subdivision.

B. All drives into these lots shall be hard surfaced and constructed in a manner befitting the other lots in the neighborhood. Said decision and judgment on construction and maintenance of these drives shall be under the Control of the Architectural Control Committee.

8. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fail to approve or disapprove within 30 days after 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 the related covenants shall be deemed to have been fully complied with.

9. No downspout shall be connected to or caused to discharge rainwater into any sanitary sewer.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or sign used by a builder to advertise the property during the construction and sales period.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

12. 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 maybe kept provided that they are not kept, bred, or maintained or any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. No fence, wall, hedge or shrub planting which obstructs sight line at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded. After which time said covenants shall be automatically extended for successive periods of ten years unless an instrument

signed by a majority of the then owners of the lots has them recorded, agreeing to change them in whole or in part.

16. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages without the necessity of proving actual damages, and the right and authority to enforce these covenants and restrictions shall be reserved unto the Metropolitan Development Commission of Indianapolis, Marion County, Indiana, as well as all other persons owning property within this subdivision.

18. The above covenants are subject to all the prevailing rules and regulations of the Metropolitan Planning Department, Marion County, Indiana, its assigns and/or successors.

(NOTE: This scanned and edited copy of the Ridge Hill Trails Covenants have been verified to match the typed original, filed with the Metropolitan Planning Department, Marion County, Indiana.)

ATTACHMENT: Addresses of RHT Section 3

1706 Ridge Hill Avenue
1707 Ridge Hill Avenue
1721 Ridge Hill Avenue
2005 Sand Hill Court
2010 Sand Hill Court
2016 Sand Hill Court
2020 Sand Hill Court
2025 Sand Hill Court
1740 Sand Hill Road
1750 Sand Hill Road
1755 Sand Hill Road
1810 Sand Hill Road
1815 Sand Hill Road
1820 Sand Hill Road
1825 Sand Hill Road
1830 Sand Hill Road
1835 Sand Hill Road
1840 Sand Hill Road
1845 Sand Hill Road
1910 Sand Hill Road
1915 Sand Hill Road
1920 Sand Hill Road
1930 Sand Hill Road
1935 Sand Hill Road
1940 Sand Hill Road
1813 Trails Run Court
1822 Trails Run Court
1823 Trails Run Court
1832 Trails Run Court
1833 Trails Run Court
8530 Trails Run Road
8543 Trails Run Road
8552 Trails Run Road
8553 Trails Run Road
8612 Trails Run Road
8613 Trails Run Road
8623 Trails Run Road
8632 Trails Run Road

8633 Trails Run Road
8642 Trails Run Road
8643 Trails Run Road
8652 Trails Run Road
8653 Trails Run Road
8663 Trails Run Road
8712 Trails Run Road
8713 Trails Run Road
8722 Trails Run Road
1842 Winding Ridge Court
1843 Winding Ridge Court
1852 Winding Ridge Court
1853 Winding Ridge Court
1862 Winding Ridge Court
1865 Winding Ridge Court
8509 Winding Ridge Road
8517 Winding Ridge Road
8522 Winding Ridge Road
8525 Winding Ridge Road
8530 Winding Ridge Road
8533 Winding Ridge Road
8544 Winding Ridge Road
8620 Winding Ridge Road
8625 Winding Ridge Road
8630 Winding Ridge Road
8635 Winding Ridge Road
8640 Winding Ridge Road
8645 Winding Ridge Road
8650 Winding Ridge Road
8655 Winding Ridge Road
8660 Winding Ridge Road
8665 Winding Ridge Road
8710 Winding Ridge Road
8720 Winding Ridge Road

COVENANTS

RIDGE HILL TRAILS SECTION IV AND V (IV = lots 178 to 219) (V = lots 144 to 177)

We hereby make plat, subdivide, lay off and dedicate said described real estate into lots and streets in accordance with the plat hereto attached, which addition shall be known as Ridge Hill Trails, Marion County, Indiana, that the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions, which restriction shall be considered and hereby declared to be covenants running the land, which said restrictions are as follows, to Wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than as stated under the D-2 Zoning as specified in the Marion County Zoning Ordinance 58-AO-13 as amended and now effective in Marion County.
2. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
 - A. No fence or wall shall be erected, placed, or altered on any lot nearer to the street than the minimum building set-back line unless similarly approved, and in no case shall be greater than three and three and one-half (3 1/2) feet in height. Approval shall be provided in Part (10) ten.
 - B. No single story dwelling shall have a ground floor area less than 1500 square feet and no two story dwelling shall have a ground floor area less than 1200 square feet.
 - C. Each dwelling shall be required to include an electric or gas incinerator and a garbage disposal unit in its initial construction.
3. No building shall be located on any lot nearer to the front line than the minimum building set-back lines shown on the recorded plat, for the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be considered as a part of the building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. No structure of a temporary nature, or outbuilding of any kind not connected to the main residence, including, but not necessarily limited to any trailer, tent, basement, shack, garage, barn or other outbuilding, shall be constructed, moved onto or used on any lot at any time. for any purpose.
 - A. No trailer boat, camping equipment, disabled motor vehicle or otherwise shall be stored, parked in any manner whatsoever in front of the house or dwelling erected on these lots and the residents shall make every effort to keep their yard and lot in an attractive manner and in such a condition that it shall not detract from the property value of the addition and the sole judge as to whether or not it is being so kept shall remain in the Architectural Control Committee, members of which are provided hereafter.

7. The Architectural Control Committee is composed of three members, appointed by the developer. A majority of the 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.

A. This aforementioned Architectural Control Committee may be elected by the majority of the lot owners when the following steps have been taken: (1) Notice is served upon the Architectural Control Committee that an election has been requested. said notice being signed by fifty percent of the fee title owners of the lots in this subdivision. (2) Nominations for said committee must be made in writing to the Architectural Control Committee and said nominations must be signed by at least ten percent of the fee title owners, each lot having one vote, election will be held within thirty days after nominations will be closed after thirty days has been served upon the Architectural Control Committee. The election will then be held at the time and place selected by the Architectural Control Committee, ballots shall be cast in writing and one vote will be cast for each lot in the subdivision.

B. All drives into these lots shall be hard surfaced and constructed in a manner befitting the other lots in the neighborhood. Said decision and judgment on construction and maintenance of these drives shall be under the control of the Architectural Control Committee.

8. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fail to approve or disapprove within 30 days after 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 the related covenants shall be deemed to have been fully complied with.

9. No downspout shall be connected to or caused to discharge rainwater into any sanitary sewer.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. No oil drilling, oil development operations, oil refining, quarrying oil mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred. or maintained for any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. No fence, wall, hedge or shrub planting which obstructs sight line at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. These covenant are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded. After which time said covenants shall be automatically extended for successive periods of ten years unless an instrument

signed by a majority of the then owners of the lots has them recorded, agreeing to change them in whole or in part.

16. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages without the necessity of proving actual damages, and the right and authority to enforce these covenants and restrictions shall be reserved unto the Metropolitan Development Commission of Indianapolis, Marion County, Indiana, as well as all other persons owning property within this subdivision.

18. The above covenants are subject to all the prevailing rules and regulations of the Metropolitan Planning Department, Marion County, Indiana, its assigns and/or successors.

(NOTE: This scanned and edited copy of the Ridge Hill Trails Covenants have been verified to match the typed original, filed with the Metropolitan Planning Department, Marion County, Indiana.)

ATTACHMENT: Addresses of RHT Section 4

1932 Blazing Trails Court
1935 Blazing Trails Court
1938 Blazing Trails Court
1941 Blazing Trails Court
1944 Blazing Trails Court
1810 Ridge Hill Avenue
8802 Rocky Hill Road
8808 Rocky Hill Road
8814 Rocky Hill Road
8820 Rocky Hill Road
8826 Rocky Hill Road
8832 Rocky Hill Road
8838 Rocky Hill Road
8844 Rocky Hill Road
1825 Winding Ridge Avenue
1826 Winding Ridge Avenue
1901 Winding Ridge Avenue
1909 Winding Ridge Avenue
1912 Winding Ridge Avenue
1915 Winding Ridge Avenue
1921 Winding Ridge Avenue
1924 Winding Ridge Avenue
1927 Winding Ridge Avenue
8728 Winding Ridge Road
8729 Winding Ridge Road
8737 Winding Ridge Road
8740 Winding Ridge Road
8745 Winding Ridge Road
8801 Winding Ridge Road
8806 Winding Ridge Road
8809 Winding Ridge Road
8810 Winding Ridge Road
8815 Winding Ridge Road
8816 Winding Ridge Road
8824 Winding Ridge Road
8825 Winding Ridge Road
8830 Winding Ridge Road
8835 Winding Ridge Road

8836 Winding Ridge Road
8842 Winding Ridge Road
8845 Winding Ridge Road
8848 Winding Ridge Road

ATTACHMENT: Addresses of RHT Section 5

1809 Ridge Hill Avenue
8815 Rocky Hill Road
8821 Rocky Hill Road
8829 Rocky Hill Road
8837 Rocky Hill Road
8843 Rocky Hill Road
8810 Rocky Ridge Road
8817 Rocky Ridge Road
8822 Rocky Ridge Road
8823 Rocky Ridge Road
8827 Rocky Ridge Road
8828 Rocky Ridge Road
8835 Rocky Ridge Road
8836 Rocky Ridge Road
8841 Rocky Ridge Road
8842 Rocky Ridge Road
8847 Rocky Ridge Road
8901 Rocky Ridge Road
8909 Rocky Ridge Road
8917 Rocky Ridge Road
8920 Rocky Ridge Road
8925 Rocky Ridge Road
8930 Rocky Ridge Road
8933 Rocky Ridge Road
1812 W. County Line Road
1820 W. County Line Road
1902 W. County Line Road
1908 W. County Line Road
1801 Winding Ridge Avenue
1802 Winding Ridge Avenue
1809 Winding Ridge Avenue
1810 Winding Ridge Avenue
1817 Winding Ridge Avenue
1818 Winding Ridge Avenue