

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
OF  
KETCHAM RIDGE**

This *Declaration of Covenants, Conditions and Restrictions of KETCHAM RIDGE* is made this 8th day of February, 2006, by Brian Moore.

RECITALS

(A) Declarant desires and intends to create a neighborhood to be known as KETCHAM RIDGE, which shall be a first class, planned residential community of thirty (30) individual Lots.

(B) Declarant is the owner of the KETCHAM RIDGE.

(C) Declarant desires to provide for the preservation and enhancement of the values and amenities in KETCHAM RIDGE, and, to this end, Declarant desires to subject the KETCHAM RIDGE Real Estate to certain rights, privileges, covenants, restrictions, and easements as set forth in this *Declaration of Covenants, Conditions and Restrictions of KETCHAM RIDGE* for the benefit of the KETCHAM RIDGE Real Estate and each Owner of any Lot or Residence contained therein.

(D) Declarant hereby incorporates Addendum A to these Covenants and Restrictions.

NOW, THEREFORE, Declarant hereby declares that the KETCHAM RIDGE Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, and easements hereinafter set forth, all of which are declared to be in furtherance of a common plan for the preservation and enhancement of the KETCHAM RIDGE Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the

value, desirability and attractiveness of the KETCHAM RIDGE Real Estate as a whole and of each of the Lots and Residences situated therein.

## **ARTICLE 1**

### **DEFINITIONS**

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

“Building” means and refers to all structures erected on the KETCHAM RIDGE Real Estate by an Owner including Residences, garages, outbuildings, or enclosed structures of any kind.

“Building Setback Areas” shall mean and refer to those areas depicted on the Plat in which no Building or any part thereof may be erected or maintained.

“Committee” means and refers to the “KETCHAM RIDGE Architectural Control Committee,” the same being the committee or entity established pursuant to Article 5 of this *Declaration*.

“Declarant” shall mean and refer to the Moore Development, LLC, an Indiana limited liability company, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder.

“Development Period” means and refers to the time from the execution of this *Declaration* until the first to occur of: (i) the date Declarant records the Plat and sells all Lots; or, (ii) February 8, 2016.

“Drainage Easements” means those areas identified and depicted on the Plat that are created to provide storm water detention, paths and courses for area and local storm drainage, either over land or in underground conduits to serve the needs of the KETCHAM RIDGE Real

Estate, the adjoining ground or the public drainage system. No buildings or other materials shall be erected, placed, installed, or allowed to remain by any Owner which may interfere with the Drainage Easement.

“Easements” means and refers, collectively, Drainage Easements, Pedestrian Easements and Utility Easements.

“Guidelines” means and refers to the KETCHAM RIDGE Architectural Control Committee Guidelines, attached as Exhibit “A”.

“KETCHAM RIDGE” means and refers to the KETCHAM RIDGE Real Estate, as platted and recorded on 2-17-06, 2006.

“The KETCHAM RIDGE *Declaration*” (or “this *Declaration*”) means and refers to this *Declaration of Covenants, Conditions, and Restrictions of KETCHAM RIDGE* as amended or modified in accordance with the provisions of Article 7.

“KETCHAM RIDGE Real Estate” shall mean and refer to the parcel of real estate in Monroe County, Indiana described in Addendum “B” attached to and incorporated into this *Declaration*.

“Lot” shall mean and refer to any and each portion of the Real Estate designed and intended for use as a building site for, or developed and improved for use as, a Residence (which shall be deemed to include any other buildings or improvements appurtenant to such Residence), as designated by Declarant by its deed of the same to another Person and which is shown upon and identified as a Lot on any Plat of the KETCHAM RIDGE Real Estate or any part thereof.

“Mortgagee” shall mean and refer to the holder of a recorded first mortgage lien on a Lot or Residence.

“Owner” shall mean and refer to: (i) the Declarant, as to each Lot owned by it and depicted on the Plat of which the Declarant is the owner of record; and (ii) the record owner, other than Declarant, whether one or more Persons, of the fee simple title to any Lot; provided, however, that an Owner shall not include or mean or refer to a Mortgagee or tenant unless and until such Mortgagee or tenant has acquired record fee simple title to any Lot, but upon so acquiring title to any Lot a Mortgagee or tenant shall become an Owner.

“Pedestrian Easement” shall mean those easements established by the Declarant for the installation of sidewalks on a Lot that are not otherwise located in the public right of way. The Pedestrian Easements shall be depicted on the Plat, as amended from time to time.

“Person” shall mean and refer to an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination thereof.

“Plat” means and refers to the recorded plat for the KETCHAM RIDGE Real Estate as recorded in the Office of the Recorder of Monroe County, Indiana, as the same may hereinafter be supplemented or amended. The Plat describes the Lot lines, Easements and Building Setback Areas.

“Residence” shall mean and refer to any Building or portion thereof located in KETCHAM RIDGE designed and intended for use and occupancy as a residence by one single family.

“Restrictions” shall mean and refer to the agreements, conditions, covenants, restrictions, easements and all other provisions set forth in this *Declaration*, as may be amended from time to time.

“Utility” means and refers to all public utility companies including but not limited to water, sewer, electric, telephone, cable television and other utilities regulated by a governmental entity that provide service to the general public.

“Utility Easements” means and refers to those areas identified and depicted on the Plat that have been created to provide areas for the installation, maintenance, repair and replacement of transmission lines, mains, pipes, conduits, cables, transformers and other utility service devices, either over land or in underground conduits, to serve the needs of KETCHAM RIDGE.

“Vehicle” shall mean and refer to motor homes, all terrain vehicles, recreational vehicles, boats, trailers, campers, motorcycles, scooters, trucks, vans, tractors, tractor trailers, buses, automobiles and any other motorized apparatus for the transportation of Persons; provided, however, that except for construction Vehicles, no commercial Vehicle exceeding 30 feet or 10,000 pounds gross weight is permitted in KETCHAM RIDGE unless said vehicle is kept in an approved garage or ancillary building so that it cannot be seen from any other Lot or any public street.

## **ARTICLE 2**

### **DECLARATION, EASEMENTS AND RIGHTS THEREIN**

Section 2.1 Declaration. Declarant hereby expressly declares that KETCHAM RIDGE shall consist of thirty (30) Lots for the construction of Buildings consisting of thirty (30) single family detached Residences. Each Lot shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the terms of this *Declaration*, exclusively for the use and benefit of the KETCHAM RIDGE Real Estate and every Owner who now or in the future owns any Lot or Residence. The Owners of any Lot in KETCHAM RIDGE, and all other Persons, (i) by acceptance of a deed from Declarant conveying title thereto, or the execution of a contract for the

purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such occupancy subject to each of the Restrictions and agreements contained in this *Declaration*. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of the Declarant and the Committee with respect to the KETCHAM RIDGE Real Estate, the Lots and the Residences, and also, for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarant, the Committee, and the Owners and subsequent Owners of each of the Lots or Residences affected by this *Declaration* to keep, observe, comply with and perform all the terms of this *Declaration* and to abide by all of the Restrictions. The provisions of this *Declaration* shall: (i) run with the land and shall be binding upon the Declarant, the Owners and upon all Persons having or acquiring any right, title or interest, legal or equitable, in and to any Lot, Residence, or any portion of the Real Estate, and (ii) inure to the benefit of the Declarant's successor in title to all or any portion of the KETCHAM RIDGE Real Estate.

Section 2.2 Easements to Utilities and Governmental Units. Declarant hereby grants, subject to all of the Restrictions and within the Utility Easements, a non-exclusive easement in favor of each of the Utilities for the purpose of installation, maintenance, repair and replacement of water, sewer, power, cable television and telephone lines, pipes, mains, conduits and transformers. Within these Utility Easements, no Buildings or other materials shall be erected, placed, installed or allowed to remain by any Owner, which may damage or interfere with the use, installation, and maintenance of the Utilities. Any Buildings, structures, improvements, plants, trees, or vegetation located within the Utility Easements may be removed or relocated by the Utilities

without liability for damages to the Owner; however, if the Utility company, in exercising its rights, damages or destroys any legally existing vegetation, landscaping or improvements belonging to an Owner, the Owner shall have the right to pursue the Utility for the reasonable cost of restoring the vegetation, landscaping, or improvement to its original condition.

**Section 2.3 Pedestrian Easements.** Sidewalks in Ketcham Ridge are planned for the west side of National Point (the main access street) and the south side of Dowden Creek and Dark Hollow. The Declarant's intent is that sidewalks will be installed by the builders of the Residences on only one side of the streets but the Declarant expressly reserves the right to require the builders of Residences on other Lots to construct sidewalks in Ketcham Ridge. The Declarant shall determine the location of the sidewalk after consulting with the builder of the Residence on the Lot. In most cases, the sidewalks will be located in the public right of way but if the sidewalk must be set back from the right of way because of topographic limitations on the Lot, the Declarant reserves the right to require the Lot owner to dedicate a Pedestrian Easement so that the sidewalk can be set back from the street in a useable location a reasonable distance away from banks and culverts so that the sidewalk is useable and meets accepted sidewalk and pedestrian path construction standards.

### **ARTICLE 3**

#### **Real Estate Taxes, Utilities, and Sanitary Sewer Systems**

**Section 3.1. Real Estate Taxes.** Real estate taxes on each Lot and Residence or other improvement on each Lot, including all portions of the Lots encumbered by Easements, are to be separately assessed and taxed to each Owner and shall be paid by the Owner.

**Section 3.2. Utilities.** Each Owner shall pay for his own Utilities, which shall be separately metered to each Residence.

## **ARTICLE 4**

### **Maintenance, Repairs and Replacements**

Each Owner shall, at his own expense, be responsible for, and shall promptly perform as the need arises, all maintenance, repairs, decoration and replacement of his own Residence, both interior and exterior. In addition, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot. Each Owner of a Lot shall maintain and keep in repair all fixtures and equipment installed within or as part of a Residence, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Owner's Lot. Each Owner shall promptly perform all maintenance and repair of his Lot and Residence, which, if neglected, might adversely affect any other Lot or Residence. Such maintenance and repairs include, but are not limited to, internal water lines, plumbing, electric lines, gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Residence or Lot.

## **ARTICLE 5**

### **KETCHAM RIDGE ARCHITECTURAL CONTROL COMMITTEE**

Section 5.1 Committee Purpose and Powers. The Committee is charged with the responsibility of preserving and enhancing the values of KETCHAM RIDGE and maintaining a harmonious relationship among Buildings, the natural vegetation and topography of the Lots. For these purposes, the Committee has the right to promulgate and enforce rules, regulations and guidelines to regulate the exterior design, appearance, use, location, and maintenance of lands, and improvement thereon, subject to the Restrictions, as set forth in greater detail in the KETCHAM RIDGE Architectural Control Committee Guidelines. In order to satisfy this responsibility, the Committee has the right to approve or disapprove plans and specifications for



all proposed construction of Residences or other Buildings on any Lot subject to these Restrictions and the Guidelines and to approve or disapprove plans and specifications for all remodeling, renovating, and improvements of any Residence or Lot subject to these Restrictions and the Guidelines.

Section 5.2 Membership of the Committee. During the Development Period, the Committee shall consist of Brian Moore, and two other persons chosen by the Declarant. Each member of the Committee shall have one vote on all matters coming before the Committee. Upon the expiration of the Development Period, the Owners shall elect three representatives to serve on the Committee; each representative shall have one vote. All Committee actions shall be by majority vote of the members of the Committee present at any duly called meeting.

Section 5.3 Construction. No construction shall commence for a Building to be erected, placed or altered or enlarged upon any Lot until the building plans, specifications and plot plan showing the location of the Building or Buildings have been approved in writing by the Committee. Once construction has been started it must be completed within twelve months of this start date.

## **ARTICLE 6**

### **USE RESTRICTIONS**

In order to preserve the character of KETCHAM RIDGE and to protect the property values therein, and without intending to limit the generality of the foregoing provisions, the following additional protective covenants and restrictions are imposed as a common scheme upon KETCHAM RIDGE and shall be applicable to each Lot and to each Residence constructed upon a Lot within KETCHAM RIDGE.

Section 6.1 Residential Use. All Lots in KETCHAM RIDGE shall be used for residential purposes exclusively. The use of a portion of a Residence on a Lot as an office by the Owner or

tenant thereof shall be considered a residential use if such use does not create regular customer or client traffic to and from the Lot. No Building except as hereinafter provided shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling and approved accessory structures, provided further, that such Building is not used for any activity normally conducted as a business, subject to the approval of the Committee and the regulations of public authorities having jurisdiction over the development.

A guest suite or like facility may be included as part of the Residence or as an accessory structure, but such suite may not be rented or leased except as part of the entire premises, including the Residence and provided that such suite would not result in overcrowding the site.

Section 6.1 Maintenance of Lots and Improvements. The Owner of any Lot in KETCHAM RIDGE shall at all times maintain the Lot and any Residence, Building or other structure situated thereon in strict accordance with this *Declaration* so that the Owner's Lot, Residence, Building or other structure does not become unsightly. Specifically, the Owner shall:

(A) Mow the Lot and any adjoining public right-of-way, after completion of a Residence on the Lot, at such times as may reasonably be required in order to prevent the unsightly growth of vegetation and exercise good husbandry with respect to all landscaping located thereon. At any time prior to construction of a Residence upon the Lot, an Owner of any Lot shall keep the Lot and any adjoining public right-of-way mowed at least once each month during the growing season until such time as the Owner begins construction of a Residence on the Lot. If a Lot Owner fails to maintain a Lot, Declarant or its assignee may (but shall not be required to) take any action Declarant deems appropriate and the Owner shall reimburse Declarant for any resulting expenses incurred by Declarant upon demand.

(B) Remove all debris or rubbish.

(C) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of KETCHAM RIDGE.

(D) Cut down and remove dead trees.

(E) Keep the exterior of the Residence, and other structures in such a state of repair as to avoid their becoming unsightly.

Section 6.2 Parking. No Vehicle that exceeds thirty (30) feet in length, nor any inoperable Vehicles of any length, shall be parked for storage overnight or longer in such a manner as to be visible to occupants of the other Lots in KETCHAM RIDGE or the users of the street in KETCHAM RIDGE. All commercial Vehicles must be parked overnight in an enclosed garage. No Vehicle shall be parked overnight on the street in KETCHAM RIDGE.

Section 6.3 Temporary Structures. No Residence shall be occupied prior to completion, and there shall be no temporary living quarters constructed within KETCHAM RIDGE. No trailer, basement, tent, shack, garage, barn, nor other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a Residence.

Section 6.4 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any Lot with the exception of dogs, cats, or other usual and common household pets in reasonable number. No pets shall be kept, bred, or maintained for any commercial purpose. No Owner shall keep more than two (2) dogs as household pets on any Lot. Dogs that are household pets shall be confined on a leash at all times whenever they are outside a Residence or fenced-in yard. No dogs shall be confined to a pen, chain or cable, or other restrictive device; and/or allowed to create a nuisance by excessive barking.

Section 6.5 Nuisances. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkept condition on the Owner's Residence and Lot. No Residence shall be used, in whole or in part, for the storage of any property or thing that will cause the Residence to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Residence that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other Owners in KETCHAM RIDGE. No noxious or offensive activity shall be carried on upon any Residence, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Residence. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of KETCHAM RIDGE. Yard incinerators for the disposal or burning of trash are not permitted anywhere in KETCHAM RIDGE and all leaves shall be burned in a safe area supervised by the Owner in accordance with applicable ordinances. No commercial logging shall take place on any Lot in KETCHAM RIDGE.

Section 6.6 Clotheslines, Garbage Cans, Woodpiles, Etc. No clothesline shall be erected or placed on any Lot. All garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Residences and the street. All rubbish, trash, and garbage shall be regularly removed from the Residence and shall not be allowed to accumulate thereon. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be so placed and kept as not to be visible from the street, except at the times when refuse collections

are being made. All equipment for the storage or disposal of rubbish, trash or garbage shall be kept in a clean and sanitary condition.

Section 6.7 Signs. No sign of any kind, including “For Sale” signs, shall be nailed to any tree or attached to any street sign within KETCHAM RIDGE except as may otherwise be provided in this *Declaration*. Except for the entrance and directional signs constructed by Declarant within the Easements, no sign of any kind shall be displayed to public view upon any Lot or otherwise within KETCHAM RIDGE except: (i) one family name sign of not more than 144 square inches in area, (ii) any signs utilized by the Declarant, or (iii) a sign limited in size to 20 inches by 30 inches containing the words “For Sale” indicating the name of the seller or seller’s agent and a phone number; however, for purposes of this *Declaration*, support structures of less than five (5) feet in height shall not be included in determining the sign area so long as the tallest part of the sign is not more than five (5) feet high. The Owner of Lot Number Thirty (30) shall assume responsibility for maintaining the permanent signage identifying KETCHAM RIDGE and shall pay all expenses for the utilities for lighting the permanent signs prior to the delinquency date.

Section 6.8 Subdivision of a Lot. There shall be no subdivision of any Lot within KETCHAM RIDGE nor any sale thereof in parcels except that a portion of a Lot may be sold to an adjoining Lot Owner if no new Lot is created, and if the transferor obtains the prior written approval of the Committee; provided, however, the setback requirements and minimum lot sizes cannot be waived.

Section 6.9 Drilling Exploration and Oil Tanks. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or within KETCHAM RIDGE, nor shall oil wells, tanks, 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. No above-ground propane or oil tanks shall be permitted on any Lot within KETCHAM RIDGE.

Section 6.10 Ditches and Swales. It shall be the duty of every Owner of every Lot in KETCHAM RIDGE on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated on his Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes for this subsection. All Owners, if necessary, shall install dry culverts between the road right-of-way and their Lots in conformity with specifications and recommendations of the Committee.

Section 6.11 Line of Sight. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street boundaries and a line connecting them at points twenty (20) feet from the intersection of the street property lines extended. 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.

Section 6.12 Damaged Structures. No Residence or other structure that 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.

Section 6.13 Enforcement. This *Declaration* shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of KETCHAM RIDGE. In the event that any Owner fails to fully observe and perform the obligations set forth in this *Declaration*, and in the event that such failure is not cured within ten (10) days after written notice of the same is given by the Committee, the Committee or any Owner shall have the right

to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure after commencement of such proceedings. In the event that such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner's Lot or to any person, the Committee shall have the right to enter upon such Lot for the purpose of correcting such failure and any harm or damage caused thereby, without any liability whatsoever on the part of the Committee. The failure or forbearance by Committee to enforce any covenant or Restriction shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the Restrictions cannot be adequately remedied by an action at law and that injunctive relief is appropriate. All costs incurred by the Committee in connection with any act or proceeding undertaken to abate, enjoin, or correct such failure, including the Committee's attorneys' fees, shall be payable by the defaulting Owner upon demand by the Committee, and shall immediately become a lien against the defaulting Owner's Lot and Residence. The rights of the Owners, and the Committee under this section shall be in addition to all other enforcement rights hereunder or at law or in equity.

## **ARTICLE 7**

### **ADJACENT USES**

The Ketcham Ridge Real Estate is adjacent to or in close proximity to a limestone quarry and there are certain usual and customary inconveniences and risks associated with limestone quarry operations which may adversely affect the enjoyment and use of the Ketcham Ridge Real Estate. Each Owner, by taking title to a Lot, acknowledges that the Lot is in close proximity to a

limestone quarry and that the Declarant, the Declarant's employees, agents, successors and assigns have no interest in or control over the adjoining quarry operations.

## **ARTICLE 8**

### **GENERAL PROVISIONS**

Section 8.1 Duration. This *Declaration* shall be perpetual, run with and bind all the Real Estate and shall inure to the benefit of and be enforceable by the Declarant, its respective successors and assigns with the following exception:

The covenants and restrictions set forth in Article 6 shall have an initial term of forty (40) years from the date this *Declaration* is recorded in the Office of the Recorder of Monroe County, Indiana. At the end of this period, such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless at least two-thirds (2/3) of all Owners, at the time of the expiration of the initial period or any extension period, shall sign an instrument, or instruments (which may be in counterparts) in which they shall agree to terminate any or all of said covenants and restrictions in any manner as may be provided by law; however, no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner at least ninety (90) days in advance of the action taken authorizing said agreement, and, in any event, any such agreement shall not become effective and binding until three (3) years after the recording of the aforesaid fully executed instruments containing such agreement.

Section 8.2 Amendment of *Declaration*. Except as otherwise provided herein, amendments to this *Declaration* shall be proposed and adopted in the following manner:

- (A). Notice of the subject matter of the proposed amendment shall be given to each Owner in KETCHAM RIDGE. Any proposed amendment to this *Declaration* must be



approved by the Committee and not less than seventy-five percent (75%) of the Owners in KETCHAM RIDGE. Any amendment to this *Declaration* shall be executed by KETCHAM RIDGE Owners casting votes in favor of the amendment and shall be recorded in the Office of the Recorder of Monroe County, Indiana, and such amendment shall not become effective until so recorded.

(B). Notwithstanding the foregoing or anything elsewhere contained in this *Declaration*, the Declarant shall have the right acting alone and without the consent or approval of the Owners or any other person, to amend or supplement this *Declaration* from time to time if such amendment or supplement is required to: (i) provide utility service to any Lot; (ii) bring this *Declaration* into compliance with any statutory requirements; (iii) correct clerical or typographical errors in this *Declaration* or any exhibit hereto or any supplement or amendment thereto; or (iv) make any modifications to this *Declaration* deemed desirable by Declarant during the Development Period unless two-thirds (2/3) of the Owners of Lots, excluding the Lots then owned by Declarant, can affirmatively prove within sixty (60) days after adoption of the Amendment, that the amendment: substantially harms the Owners' interests, substantially increases the Owners' obligations, or substantially impairs the benefits accruing to the Owners.

Section 8.3 Notice. Any notice required to be sent to any Owner under the provisions of this *Declaration* shall be deemed to have been properly sent, and notice thereby given, when mailed, by certified mail, proof of service requested, addressed to the Owner at the last known post office address of the person who appears as the Lot Owner in the records of the Monroe County Auditor's Office. Valid notice may also be given to an Owner by personal delivery to any occupant of his Residence over fourteen (14) years of age.

Section 8.4 Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this *Declaration* be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall not in any manner affect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect.

Section 8.5 Rule Against Perpetuities. If any provision of this *Declaration* shall be interpreted to constitute a violation of the rule against perpetuities, then such provisions shall be deemed to remain in effect until the death of the last survivor of the now living descendants of the persons signing this *Declaration* on behalf of Declarant plus twenty-one (21) years thereafter.

Section 8.6 Gender and Number. Whenever the context of this *Declaration* so requires, the use of the masculine gender shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural and vice versa. No pronoun usage shall be deemed to exclude a reference to an institutional, corporate, partnership, or any other type of business entity. The underlined titles are for convenience of reference only and shall not be used as an aid in construing the provisions hereof.

Section 8.7 Interpretation of Conflicting Provisions. It is the intent of the Declarant that all provisions in this *Declaration* shall be complementary and shall be so interpreted, if possible.

IN WITNESS WHEREOF, Declarant has executed this *Declaration of Covenants, Conditions and Restrictions of KETCHAM RIDGE* on the day and year first above written.

DECLARANT,

MOORE DEVELOPMENT, LLC

By: Brian Moore  
Brian Moore, Member

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF MONROE    )

Before me, a Notary Public, in and for said County and state, personally appeared Brian Moore, known by me to be a Member of Moore Development, LLC, an Indiana limited liability company, who acknowledged the execution of this *Declaration of Covenants, Conditions and Restrictions of KETCHAM RIDGE*.

Dated this 8th day February, 2006.

Jill M. Wilhoit  
Notary Public  
Jill M. Wilhoit  
Name Printed

I reside in Monroe County, Indiana.  
My commission expires: 01-23-2008.

**This instrument was prepared  
by James Behrer**

**KETCHAM RIDGE**  
**ARCHITECTURAL CONTROL COMMITTEE GUIDELINES**

**ADDENDUM A**

**INTRODUCTION**

Pursuant to the Declaration of Covenants, Conditions and Restrictions of KETCHAM RIDGE (herein referred to as the "*Declaration*"), the KETCHAM RIDGE Architectural Control Committee (herein referred to as the "Committee") is charged with the responsibility of preserving and enhancing the values of properties subject to the *Declaration*, of maintaining a harmonious relationship among structures and the natural vegetation and topography of said properties, and of providing for the proper functioning of the storm drainage system for said properties. For these purposes, the Committee has the right to promulgate and enforce rules, regulations and guidelines to regulate the exterior design, appearance, use, location and maintenance of lands, and improvements thereon, subject to the *Declaration*. In order to satisfy this responsibility, the Committee has the right to take the following action:

1. Approve or disapprove plans and specifications for all proposed construction on land subject to the *Declaration*.
2. Approve or disapprove plans and specifications for all improvements of property on land subject to the *Declaration*.

The following guidelines for all construction on and improvement of the land subject to the *Declaration* are hereby adopted by the Committee for guidance to Owners in preparing and submitting plans and specifications to the Committee for its consideration. These guidelines may be changed, modified and amended by the Committee at any time and from time, in accordance with the procedure therefore set forth in the *Declaration*.

NOTE: NO NEW CONSTRUCTION OR IMPROVEMENT TO AN EXISTING STRUCTURE MAY BE INITIATED WITHOUT PRIOR WRITTEN APPROVAL FROM THE COMMITTEE.

While the Committee shall have up to thirty (30) days for the approval or rejection of submitted plans, the Committee will make every effort to complete its review process in a shorter period when necessary to accommodate the needs of Owners.

## **ARTICLE 1**

### **CONSTRUCTION GUIDELINES**

In order to create and maintain a high quality residential development on the subject property, the Committee has established certain criteria for all construction. The Owner and the Owner's general contractor shall ensure that all construction and improvements complies with all applicable building and zoning codes.

#### Section 1. General Requirements for All Residences.

- A. Square Footage. Single family residence of one story shall have a ground floor area not less than 2500 square feet. Single family residence of one and one-half stories shall have a ground floor area of not less than 1800 square feet, with total finished area of not less than 2500 square feet. Single family with two stories in height shall have a ground floor area of not less than 1400 square feet, with the finished area of not less than 2500 square feet. The ground floor area for the purpose of these restrictions shall be determined from the area of the Residence measured from the outside of the building foundation exclusive of open porches, breezeways, garages, carport, chimney, eaves, and basements.
- B. Tree Preservation. In order to preserve the wooded nature of the KETCHAM RIDGE Real Estate, only trees of less than two (2) inch caliper may be cut down in a twenty-five (25)

foot perimeter of the Lot. On the balance of the Lot no trees with a caliper larger than five (5) inches can be cut without prior written approval of the Committee except in the area consisting of: (1) the approved footprint of the Residence to be constructed plus twenty-five (25) feet; and (2) the approved driveway to the Residence to be constructed plus twenty-five (25) feet. Except as expressly provided herein, no tree with a caliper greater than two (2) inches may be cut down on the Lot without the prior written approval of the Committee and such approval shall only be granted upon proof of unusual hardship in the practical utilization of the Lot. Accordingly, all plot plans submitted to the Committee for approval shall designate thereon all trees on the Lot. Following the initial construction on the site, an Owner may remove a tree that an Owner reasonably believes is dead or diseased if it presents a danger to the safety of persons or property within the prohibited cutting areas provided that the Owner provides a written certification from a qualified arborist to the Committee that the said tree was in fact dead or diseased within 10 days after its removal. An Owner's failure to provide a written certification from a qualified arborist following removal shall be treated as an unpermitted removal for all purposes herein. Unpermitted removal or destruction of trees by an Owner or his successors in title, other than by acts of God or circumstances beyond the Owner's control, shall, within ninety (90) days after notice in writing from the Committee, be replaced by trees of a type and size established by the Committee, and upon failure to do so, the Committee shall cause such trees to be replaced and the cost of such replacement shall be a lien upon the Lot collectable in any court of law or equity together with reasonable attorney's fees for the enforcement of such lien.

- C. Sidewalks. The Declarant will not install sidewalks on any Lot. Following completion of a Residence on the Lot, the Owner shall, at the Owner's expense, install any required sidewalks to County standards on that Lot from property line to property line.

Section 2. Specific Requirements.

- (A) **Colors and materials of Residences.** The finished exterior of every Residence and other Building constructed or placed on any Lot shall be of material other than aluminum siding, rollbrick siding or any other similar artificial material (i.e. traditional brick, stone, plank cement siding, patterned or spirality vinyl siding may be acceptable in some styles, and other natural materials are to be utilized). The Lot Owner shall use sixty percent (60%) or more stone masonry facades on the front of the Residence. Unless the stone façade is not comparable with the architectural state of the residence or the Owner obtains a written waiver of this requirement from the Committee prior to the start of construction. All materials used on the exterior of any Residences and any other building improvements on a Lot shall be subject to the approval of the Committee. All exterior veneer colors are, generally, to be subdued earthen tones. All roofing material must be architectural grade with a minimum rating of 25 years. All outbuildings or accessory structures shall be of similar design and material as the Residence. No log homes shall be permitted. All roof pitches shall be a minimum ratio of 8 feet of rise to 12 feet of run (8/12). All construction companies must be approved by the Committee prior to the start of construction.
- (B) **Fences, walls, and screening.** It is the goal of the Committee to keep all fencing or screening as harmonious as possible with the architectural character of the community. No fence or screen will be approved if its installation will obstruct necessary sight lines for vehicular traffic. The Committee when reviewing fences for approval will take undue

obstruction of view or other amenities from adjoining properties into consideration. Except for decorative fences, fences shall not be nearer to the front of a home than the front foundation line of a home. The Committee shall have the right to require landscaping of the exterior side of all solid fencing on a Lot (i.e., on the sides of such fencing facing away from the Residence on such lot.) Fences may be privately installed but must be constructed to professional levels of quality. The Committee will inspect all fences after completion in order to insure that the final product is of professional quality, and final approval of the fence shall be deemed withheld until successful completion of this final review.

1. Height restriction. The Committee is of the opinion that the environmental integrity of KETCHAM RIDGE will be materially lessened if the open nature of KETCHAM RIDGE is damaged by a proliferation of fences of excessive height. The Committee, therefore, will approve fences up to 6 feet in height that otherwise meet these guidelines. The Committee shall give consideration, however, to a variance in this height limit where clearly unique circumstances exist. The use of 6-foot fences around small patio areas of a backyard of a Residence in order to secure privacy for the immediate patio area will be permitted. The specific fence height restrictions are as follows:

- (a) Property fencing and walls above grade shall not exceed 6 feet above grade unless otherwise approved by the Committee.
- (b) The Committee will not ordinarily approve any proposed fence that exceeds 6 feet in height unless that Lot offers some circumstance clearly unique to that Lot.
- (c) Patio screens/privacy fences shall not exceed 6 feet in height.



2. Materials and finish.

- (a) Wood fencing or screening, brick or stone will be approved if the design is in conformity with the architectural design of KETCHAM RIDGE, subject to the Committee's right to require landscaping on the exterior sides thereof.
  - (b) The Committee will not approve an application for the installation of a chain link or other galvanized metal fencing. No barbed wire or electrically charged above-ground fences shall be used anywhere in KETCHAM RIDGE.
  - (c) All fencing or screening should preferably have finished material on both sides. If only one side has finished materials, that side must face the public side or adjoining property.
  - (d) Walls above grade should be constructed of natural stone or equivalent, masonry, or attractive timber.
- (C) **Landscaping.** Within sixty (60) days following completion of a Residence, the Owner shall landscape the Lot from at least the rear foundation line forward, weather permitting. As part of this landscaping, the Owner of each Lot shall establish a satisfactory lawn by seeding or laying sod on the Lot. The Owner's landscaping shall comply with all applicable ordinances concerning erosion control and drainage.
- (D) **Exterior Antennas.** Unless specifically authorized by the Committee, no television, radio or other antennas may be erected by any Owner on the exterior of a Residence or on a Lot. No satellite dishes larger than 24" may be installed, and, regardless of size, no dish is to be installed beyond the back corner of the Residence or where the dish can be seen from any street.

- (E) **Swimming pools, Spas, and Jacuzzis.** Swimming pools, spas, and Jacuzzis must have the approval of the Committee before any work is undertaken. The Committee will approve permanent in-ground pools, spas, and Jacuzzis only after careful consideration of the potential effect of such a pool, spa, or Jacuzzi on neighboring properties. An application for the construction of a swimming pool, spa, or Jacuzzi on a Lot will not be considered unless the application is accompanied by an application for acceptable fence and landscape design. The design of such fence shall conform to county or municipal regulations for such fencing; a fence is required. Use of plantings in the vicinity of the proposed pool, spa, or Jacuzzi will be required to soften the effect of sound and the required pool fencing on adjacent properties. No above-ground swimming pools are permitted in KETCHAM RIDGE.
- (F) **Tennis courts, racquetball courts, paddle ball courts, etc.** Tennis courts, racquetball courts, paddle ball courts, squash courts, basketball courts, and other recreational or sporting facilities will be approved by the Committee only after thorough consideration of the potential effect of such a structure or use on neighboring properties. The Committee will not approve non-baffled lighted courts or facilities. An application for the construction of any such facility will not be considered unless the application is accompanied by an application for an acceptable fence and landscape design. It is recommended by the Committee that any such fencing be of an open composition in order to blend in with the surrounding properties and soften the effect on adjacent properties.
- (G) **Driveways and patios.** For every Residence, there must be a driveway with a minimum width of ten (10) feet extending from the public road in front of the Residence to a point at least as far back to the closest point in front of the Residence. The driveway shall be paved

with either concrete or hot mixed bituminous asphalt materials and must provide parking for all of the Owner's Vehicles. No on-street parking is permitted overnight.. Extensions, widening or rerouting of existing driveways and patios must have the approval of the Committee prior to construction.

- (H) **Retaining walls and bank treatments.** The Committee must approve any retaining wall higher than six (6) feet before installation is initiated. Retaining walls that divert ground water onto adjoining properties or that otherwise substantially change the existing drainage pattern will not be approved.
- (I) **Solar heating systems.** The Committee acknowledges the increased use of residential solar heating systems utilizing solar heating panels and related equipment. The Committee will carefully review solar heating plans to insure that their use and location have a minimum detrimental effect on adjoining properties. No solar energy collector panels or other energy conservation device or attendant hardware shall be installed or constructed unless it is integral and harmonious part of architectural design of a structure that has been approved by the Committee.
- (J) **Play equipment.** Children's play equipment such as sandboxes, swing and slide sets, playhouses and tents shall not require approval by the Committee provided such equipment is located behind the rear foundation line of the home, is not more than 8 feet high, is maintained by the Lot Owner in good repair (including painting, staining, or weather sealing), and every reasonable effort has been made by the Lot Owner to screen or shield such equipment from view. Equipment higher than 8 feet shall require approval of the design, location, color, material and use by the Committee.

- (K) **Garages.** Every Residence located on the Real Estate must have at least a two-car garage, attached to the Residence, and of the same architectural design and materials as the Residence with the doors not facing the street, unless the lot shape will not warrant such construction and is so approved by the Committee. All garage doors must have automatic closing devices.
- (L) **Fuel Tanks.** Tanks for the storage of fuel installed outside any Building will not be allowed.
- (M) **Garbage Disposal.** All Residences are to be built with a garbage disposal.
- (N) **Mailboxes.** To obtain continuity, all mailboxes of consistent shape and design shall be approved by the Declarant, including the newspaper delivery boxes.
- (O) **Windows.** All windows will be of architectural quality, weather-stripped, thermo pane or double-glazed, and aluminum clad wood. No vinyl replacement windows will be allowed.
- (P) **Accessory outbuildings.** No accessory outbuildings or other accessory uses or improvements shall be erected on any of the Lots prior to the erection thereon of a single family Residence, and in no event shall any such accessory outbuilding that may be constructed upon a Lot subject to these Restrictions ever be used as a Residence or place for human occupancy or habitation provided, however, that, if and to the extent specifically permitted and approved by the Committee, accessory buildings on a Lot may include living quarters for guests and invitees of the Owner of said Lot, but such quarters shall not be used by the Owner of said Lot as a rental unit or for rental purposes. The accessory outbuildings must comply with all relevant zoning codes. No metal outbuildings shall be permitted on any Lot. All outbuildings must be of the same design and materials as the primary structure and shall be subject to the approval of the Committee.

- (Q) **Prohibition of used structures.** All structures constructed or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot. The Committee may approve historic structures or building components.
- (R) **Ditches and swales.** As the *Declaration* makes it the duty of every Owner of every Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed (both by improvements and plant material) and in good repair, the Owner is expected to provide for the installation of such culverts upon said Lot as may be reasonably necessary.

Section 3. General Construction Requirements.

- (A) **Tree protection and erosion control measures.** During periods of construction of a Residence or improvements on a Lot, the builder shall provide adequate physical barriers such as straw bales or snow fencing in order to protect trees from damage by construction equipment and related activities. In addition, builders shall be required to exercise erosion control measures to prevent silt transportation to the main drainage ways. Builders shall provide appropriate temporary seeding of disturbed areas and temporary wood or straw bale dams to restrict silt-sediment transportation. The Owner of a Lot shall be responsible for the performance of all requirements of these guidelines by builders and contractors employed or engaged by or through such Owner.
- (B) **Storm Water Drainage.** To aid in the efficient operation of the storm water drainage system of the entire property subject to the *Declaration*, all water discharged from improvements on such Lot, including, but not limited to, water discharged from or through roofs, downspouts, sump pumps, gravity drains, water treatment and geothermal devices,

patios, pool decks and tennis courts, shall be directed and controlled so that such water does not discharge toward, onto, over, across or under the No Build Areas. The site plan or plot plan for a Lot submitted to the Committee for its approval shall reflect compliance with the foregoing provisions.

- (C) **Occupancy and residential use of partially completed residence prohibited.** No Residence constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The Committee shall make the determination of whether the Residence has been substantially completed and such decision shall be binding on all parties.
- (D) **Diligence in construction.** Every Residence or other structure whose construction or placement on a Lot is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement that has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.
- (E) **Maintenance shall continue during construction.** The site and street shall be cleaned on a daily basis. The Owner of the Lot is financially responsible for clean up expense and/or street repair. Materials used for Construction may be kept on the Lot during construction. Construction equipment and materials may not be stored on the Lot prior to the Commencement of Construction or after Construction is complete.
- (F) **Outside toilets.** No outside toilets shall be permitted on any Lot. During construction of the Residence commercial port-a-lets are allowed.
- (G) **Rules governing building on several contiguous Lots having one Owner.** Whenever two or more contiguous Lots shall be owned by the same Person, and such Owner shall desire

to use two or more of said Lots as a site for a single Residence, he shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Residence shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as, and only so long as, the Lots remain improved with one single Residence and permitted accessory outbuildings, uses or improvements. No later subdivision of the newly created Lot will be allowed.

- (H) Builder, at the Builder's expense, shall obtain all required permits prior to beginning construction on any Lot. The Builder and Owner shall jointly and severally indemnify and hold Declarant and the Committee harmless from any liability or loss incurred as a result of any earth-moving construction begun without proper permit.

## **ARTICLE 2**

### **KETCHAM RIDGE ARCHITECTURAL CONTROL COMMITTEE**

#### **PROCEDURES**

Section 1. Plans and Specifications For Construction. In order to properly review proposed construction, the Committee has established the following minimum specifications:

- (A) All plans and specifications must be submitted for approval IN DUPLICATE.
- (B) All plans, drawings and blueprints of proposed Residences, additions or other improvements to or upon a Lot are to be of professional quality and drawn to a scale of not less than 1/4" – 1". All plots plans shall be drawn to a scale of not less than 1" – 30'.
- (C) All site plans must include a complete topographic study: location of all proposed Buildings, location of driveway, location of any easements, location of utility service, and landscape details.

(D) All proposals for construction must include foundation plans, floor plans, exterior elevations, and electrical drawings.

(E) All proposals must include specifications of or for all exterior building material; i.e., brick, stone, wood, etc., shall be shown on or submitted with the plans.

Section 2. Plans and Specification of Landscape Improvements. Landscape improvements are considered by the Committee to be terraces, retaining walls, unusual vegetation coverings, walks, bank treatment, detached patios, cabanas, and any inanimate improvements. The Committee prior to installation must approve special landscaping beyond that normally associated with a single-family residence. With respect to landscape improvements closer to the front of the Residence than the rear foundation line, the applicant shall submit:

(A) Two copies of a plot plan showing the location of the proposed improvements on the Lot, existing grades at the nearest property line with proposed finished grades as applicable to the improvement.

(B) Two copies of such additional plans as may in the Committee's opinion be required in order to evaluate the appearance of the improvement and type of construction, including the type of material used, the color of the finished improvement and the type of vegetation, if any.

Section 3. Method of Approval or Disapproval. The Committee shall review plans and specifications submitted to it. Upon approving a set of plans, the Committee shall stamp both sets of plans "Approved, KETCHAM RIDGE Architectural Control committee, By \_\_\_\_\_ Date \_\_\_\_\_" and keep one set of plans for its files. The second set of plans bearing such approval will be returned to the Lot Owner. If the Committee disapproves the plans, written notice of such fact shall be given to the Lot Owner.



Section 4. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

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

### **ARTICLE 3**

#### **LIABILITY OF COMMITTEE**

Section 1. For Review. Neither the Committee, nor any member thereof, nor any agent thereof, nor the Declarant shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

Section 2. For Inspection. The Committee and the Declarant may inspect work being performed to assure compliance with these Guidelines, the restrictions contained in any plat of the KETCHAM RIDGE Real Estate and applicable regulations. However, neither the Committee, nor any member thereof, nor the Declarant, nor any agent or contractor employed or engaged by

the Committee or the Declarant, shall be liable or responsible for defects or deficiencies in any work inspected or approved by it or then, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the Committee or the Declarant shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

#### **ARTICLE 4**

#### **AMENDMENT**

Section 1. General. Any rules, regulations and guidelines at any time made by the Committee may be changed, modified and amended by the Committee at any time, and from time to time, on a prospective basis; provided, however, that no such change, modification or amendment shall be applied by the Committee retroactively as to any construction theretofore completed nor as to the construction of any improvement which has previously begun formally approved by the Committee if such construction has been commenced or is commenced within ninety (90) days after such change, modification or amendment is effective. Any rules, regulations or guidelines adopted and made by the Committee, and any changes, modifications or amendments of any such rules, regulations and guidelines at any time made by the Committee, shall be set forth in a written instrument and recorded in the office of the Recorder of Monroe County, Indiana, and shall be effective upon such recording, provided, however, that the making, adoption, change, modification and amendment of any such rules, regulations or guidelines by the Committee shall not be considered or deemed to be amendments of these Guidelines requiring the consent or approval of any Owners, Mortgagees or other Persons.

Section 2. Process. Amendments to the Committee's rules and guidelines shall be proposed and adopted in the following manner:

- (A) **Notice.** Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
- (B) **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Owners having in the aggregate at least a majority of the votes of all Owners.
- (C) **Meeting.** The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held.
- (D) **Adoption.** Any proposed amendment must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners. In the event any Lot or Residence is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.
- (E) **Recording.** Each amendment shall be recorded in the office of the Recorder of Monroe County, Indiana, and such amendment shall not become effective until so recorded.

Section 3. Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, any Mortgagees or any other Person to amend or supplement the Committee's rules, regulations and guidelines at any time and from time to time prior to the end of the Development Period. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each Owner to) the Declarant to vote in favor of, make, or consent to any amendments described in this Section 2 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Residence and the acceptance thereof shall be deemed to be a grant and acknowledgement of,

and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section 2 shall terminate upon expiration of the Development Period.

## ARTICLE 5

### MISCELLANEOUS

Section 1. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of these Guidelines shall not impair or affect in any manner the validity, enforceability or affect of the rest of these Guidelines, or the *Declaration*, and each shall be enforceable to the greatest extent permitted by law.

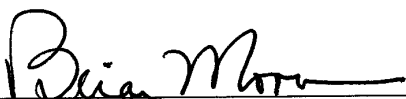
Section 2. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

Section 3. Interpretation. The captions and titles of the various articles, sections, sub-sections, paragraphs and subparagraphs of these Guidelines are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing these Guidelines or any provision hereof.

IN WITNESS WHEREOF, Declarant has executed this *Architectural Control Committee Guidelines – Addendum B of the Declaration of Covenants, Conditions and Restrictions of KETCHAM RIDGE* on the day and year first above written.

DECLARANT,

MOORE DEVELOPMENT, LLC

By:   
Brian Moore

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF MONROE     )

Before me, a Notary Public, in and for said County and state, personally appeared Brian Moore, known to me to be a Member of Moore Development, LLC, an Indiana limited liability company, who acknowledged the execution of this *Declaration of Covenants, Conditions and Restrictions of KETCHAM RIDGE* and who having been duly sworn, stated that all facts set forth are true to the best of his knowledge, information and belief.

Dated this 8th day of February, 2006.



Jill M. Wilhoit  
Notary Public  
Jill M. Wilhoit  
Name Printed

I reside in Monroe County, Indiana.

My commission expires: 01-23-2008.

## KETCHAM RIDGE

### ADDENDUM B

#### LEGAL DESCRIPTION OF REAL ESTATE

A part of the East Half Quarter of Section 6, Township 7 North, Range 1 West, and part of the Southeast Quarter of Section 31 Township 8 North, Range 1 West, being more particularly described as follows:

BEGINNING at a PK Nail in the centerline of Ketchum Road marking the Southeast corner of the Northeast Quarter of said Section 6; thence the following four (4) courses along said centerline; 1) SOUTH 88 degrees 47 minutes 45 seconds West 1000.31 feet to a found PK Nail; thence 2) SOUTH 83 degrees 11 minutes 08 seconds West 281.74 feet to a found PK Nail; thence 3) SOUTH 53 degrees 56 minutes 25 seconds West 53.46 feet to a found PK Nail; thence 4) SOUTH 53 degrees 03 minutes 15 seconds West 268.99 feet to a Railroad Spike found in the centerline of Ketchum Road; thence leaving said centerline NORTH 01 degrees 07 minutes 08 seconds West 97.79 feet; thence SOUTH 88 degrees 52 minutes 43 seconds West 25.09 feet to a BTR Rebar found; thence NORTH 01 degrees 02 minutes 01 seconds West 116.78 feet to a BTR Rebar found; thence NORTH 82 degrees 37 minutes 48 seconds East 16.60 feet to a BTR Rebar found; thence NORTH 00 degrees 57 minutes 07 seconds West 2702.55 feet to a BTR Rebar found; thence NORTH 89 degrees 53 minutes 16 seconds East 131.22 feet to a stone found; thence NORTH 00 degrees 09 minutes 35 seconds West 212.64 feet to a BTR Rebar found; thence NORTH 89 degrees 45 minutes 43 seconds East 663.81 feet to a stone found; thence SOUTH 00 degrees 08 minutes 16 seconds East 213.18 feet to a stone found; thence NORTH 89 degrees 33 minutes 42 seconds East 756.10 feet to a BTR Rebar; thence NORTH 89 degrees 56 minutes 07 seconds East 92.22 feet to a BTR Rebar marking the Southeast Corner of Section 31, Township 8 North, Range 1 West; thence SOUTH 01 degrees 02 minutes 16 seconds East 2678.82 feet to the POINT OF BEGINNING, containing 99.81 acres more or less.

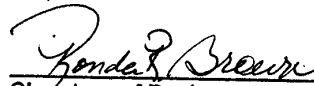
Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

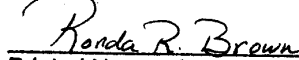
I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



\_\_\_\_\_  
Signature of Declarant

  
\_\_\_\_\_  
Printed Name of Declarant