

(2)

**CROSS-REFERENCE:** Declaration of Covenants, Conditions and Restrictions of Countryside recorded with the Recorder of Hamilton County, Indiana, on the 17<sup>th</sup> day of September, 1999, as Instrument No. 199909955178.

16.00  
④  
2.00 NONC  
1888

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF COUNTRYSIDE**

This amendment ("Amendment") to the Declaration of Covenants, Conditions and Restrictions of Countryside is made this 9<sup>th</sup> day of March, 2000, by PLATINUM PROPERTIES, LLC (hereafter "Declarant") and M/I Schottenstein Homes, Inc. (hereafter "M/I");

200000012786  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
MARY L CLARK  
On 03-20-2000 At 01:42 pm.  
AMEND DECL 16.00

WITNESSETH:

*WHEREAS*, on the 17<sup>th</sup> day of September, 1999, Declarant recorded with the Recorder of Hamilton County, Indiana, the Declaration of Covenants, Conditions and Restrictions of Countryside, as Instrument No. 199909955178 (hereafter "Declaration");

*WHEREAS*, the capitalized terms herein shall have the same meaning as set forth in the Declaration;

*WHEREAS*, the Declarant and M/I are the only owners of the Property, and are desirous of amending and have the power to amend the Declaration as set forth herein.

*NOW, THEREFORE*, in consideration of the foregoing preambles and recitations, it is acknowledged and agreed as follows:

1. The second "Whereas" clause set forth in the Declaration is hereby deleted, in its entirety, and replaced and superceded by the following:

WHEREAS, Declarant or its assignee may hereafter become the owner of and decide to subject to the terms of the Declaration part or all of the real estate more completely described in what is attached hereto and incorporated herein by reference as Exhibit "C-1" (hereafter "Additional Real Estate").

2. The third "Whereas" clause set forth in the Declaration, which states that "the real estate easement in Exhibits C-1 and C-2 shall hereafter collectively be referred to as the 'Additional Real Estate'", is hereby deleted, in its entirety.

3. Section 1.4 of the Declaration is hereby amended by adding the following sentence to the end of Section 1.4: "Common Area shall include the Pool, the Trail System and the Lake Area."

4. Section 1.10 of the Declaration is hereby supplemented to add the following sentence to the end of Section 1.10: "Private Roads are not a Common Area."

5. Section 1.16 of the Declaration is hereby deleted, in its entirety, and replaced and superceded by the following:

"Townhomes" and/or "Town Homes" shall mean the Townhomes intended to be

developed as a horizontal property regime and constructed on the real estate described in what is attached hereto and incorporated herein by reference as Exhibit C-2. Each attached or detached single family residence shall constitute a Town Home. The Town Homes and the real estate described in Exhibit C-2 shall not be part of the Property subject to this Declaration.

6. Section 9.4 of the Declaration is hereby amended by deleting existing Section 9.4 and inserting the following Section 9.4 in its place as follows: "Section 9.4 Townhomes or Town Homes. Residents of the Town Homes are hereby granted a non-exclusive easement and license and shall be permitted to use all Common Areas (including, but not limited to, the Pool) in the same manner as any Owner, but only if the homeowners association established by the Town Homes (hereafter "Town Home Association") pays to the Association, in advance and on January 31 of each calendar year, an amount equal to (i) that portion of each Owner's Annual Assessment which is allocated for the maintenance, upkeep, and repair of all Common Areas, Common Areas located on the real estate described in Exhibit "C-2" known as Block A, Block B and Block E on the Secondary Plat of Mapleton, and the landscape buffer adjacent to Oak Ridge Road and 169<sup>th</sup> Street on the real estate described in Exhibit "C-2" (hereafter "Common Area Assessment") multiplied by (ii) the number of Town Homes which have been sold and closed by Portrait Homes, LLC (or its successors or assigns). With respect to Town Homes closed after January 1 of any calendar year, the obligation of the Town Home Association for such Common Area Assessment shall exist and commence upon the sale and closing of such Town Home by Portrait Homes, LLC (or its successor or assigns) and, for the calendar year in which such sale occurs, the Common Area Assessment shall be prorated for the remainder of the calendar year based upon the closing date of such sale and shall be payable within thirty (30) days after the closing date of each such sale." In connection with each such closing of a Townhome, the Association shall provide a "paid assessment" letter concerning the status of payment of assessments to the Association.

If the Town Home Association fails to pay the Common Area Assessment in the amounts and per the terms set forth above, the Association, as its sole right and remedy at law or in equity, shall prohibit the residents of the Town Homes from using the Common Areas, including the Pool, until such time as the Town Home Association pays to the Association all current and delinquent Common Area Assessment, together with interest thereon from the date when due at the rate of ten percent (10%) per annum.

7. Section 9.5 of the Declaration is hereby amended by including and inserting the following language - "and subject further to the terms of Section 9.4 above" - after the words - "Section 9.2 above."

8. Section 11.1 of the Declaration is hereby amended so that the following sentence is added to the end of Section 11.1: "The duties of the Association shall also include the maintenance, upkeep and repair of (i) the approximately sixty (60)-foot landscape buffer and sprinkler system therein (including the costs of providing water to such system located within such landscape buffer) adjacent to Oak Ridge Road and 169<sup>th</sup> Street" on the real estate described in Exhibit "C-2", and (ii) the pond and lake area to be designated on the Plat of the real estate described in Exhibit "C-2". In the event the Association fails to fulfill the duties described herein, the Town Home Association shall be permitted to pursue rights and remedies available at law or in equity; provided, however, that the Town Home Association shall not be entitled to set off maintenance, upkeep and repair costs against Common Area Assessments to be paid per the terms of Section 9.4 above. The Association's duties also include obligations with respect to non-standard street name signs (hereafter the "Signs"), which will be used within the Development under the following terms and conditions:

- A. The Signs are non-standard and must be maintained by the Association. In the event the Association receives a notice from the Hamilton County Highway Department that any Sign or Signs are in need of repair or maintenance, such repair or maintenance will be effected within thirty (30) days of such notice.
- B. Any Signs which are damaged or destroyed shall be repaired or replaced by the Association within seven (7) days of the date on which they are damaged or destroyed.
- C. Hamilton County, Indiana, reserves the right, at any time and for any reason, to revoke its permission to install and maintain the Signs, in which case the Hamilton County Highway Department, acting upon the direction of the Hamilton County Board of Commissioners, may replace the Signs with standard signs, in which case the Association shall promptly reimburse the Hamilton County Highway Department for the cost of the standard replacement signs and their installation.
- D. The Association assumes all liability for the installation and maintenance of the Signs and shall hold harmless and indemnify Hamilton County, Indiana, the Hamilton County Board of Commissioners, and the Hamilton County Highway Department, for claims and damages which result from the installation and use of the Signs.

9. Article XVII of the Declaration is hereby amended by adding the following language at the end of such Article: "Notwithstanding anything to the contrary contained in this Article XVII or elsewhere in this Declaration, Sections 9.4, 9.5 and 11.1 and the rights and obligations of the Town Homes and Town Home Association contained therein may not be further amended or changed in any respect without the express written consent of Portrait Homes, L.L.C. (or its successors or assigns) and/or the Town Home Association."

10. The Declaration, as hereby amended, shall remain in full force and effect and, absent the written consent of Portrait Homes, L.L.C. (or its successor or assign) and/or the Town Home Association, the provisions of this Amendment may not be changed or modified.

**DECLARANT:**

PLATINUM PROPERTIES, LLC

M/I SCHOTTENSTEIN HOMES, INC.

By: Paul F. Rioux, Jr.  
Paul F. Rioux, Jr., President

By: Clifford White  
Clifford White  
Division Vice President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

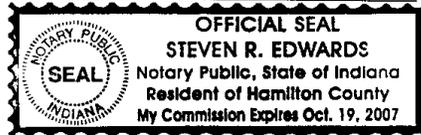
Before me, a Notary Public, in and for said County and State, personally appeared *Paul F. Rioux, Jr.*, President of Platinum Properties, LLC, as the Declarant herein, and acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions, and Restrictions of Countryside this 9<sup>th</sup> day of MARCH, 2000.

My Commission Expires:  
\_\_\_\_\_

  
NOTARY PUBLIC

Resident of \_\_\_\_\_ County, Indiana

Printed: \_\_\_\_\_



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

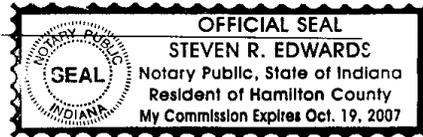
Before me, a Notary Public, in and for said County and State, personally appeared *Clifford White*, Division Vice President of M/I Schottenstein Homes, Inc., as the Declarant herein, and acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions, and Restrictions of Countryside this 9<sup>th</sup> day of MARCH, 2000.

My Commission Expires:  
\_\_\_\_\_

  
NOTARY PUBLIC

Resident of \_\_\_\_\_ County, Indiana

Printed: \_\_\_\_\_



This Instrument Prepared by: **Charles D. Frankenberger**, Nelson & Frankenberger, 3021 E. 98th Street, Suite 220, Indianapolis, IN 46280 - (317) 844-0106

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

200100076073  
 Filed For Record in  
 HAMILTON COUNTY, INDIANA  
 MARY L CLARK  
 11-21-2001 02:20 pm  
 PLAT 29.00

THIS INSTRUMENT PREPARED BY:  
 CURTIS C. HUFF  
 STOEPPELWERTH AND ASSOCIATES INC.  
 9940 ALISONVILLE ROAD  
 FISHERS, INDIANA 46038  
 PHONE: (317) 848-5635

DEVELOPED BY:  
 PLATINUM PROPERTIES, L.L.C.  
 8051 DELEGATE ROW  
 INDIANAPOLIS, INDIANA 46240  
 PHONE: (317) 818-2900

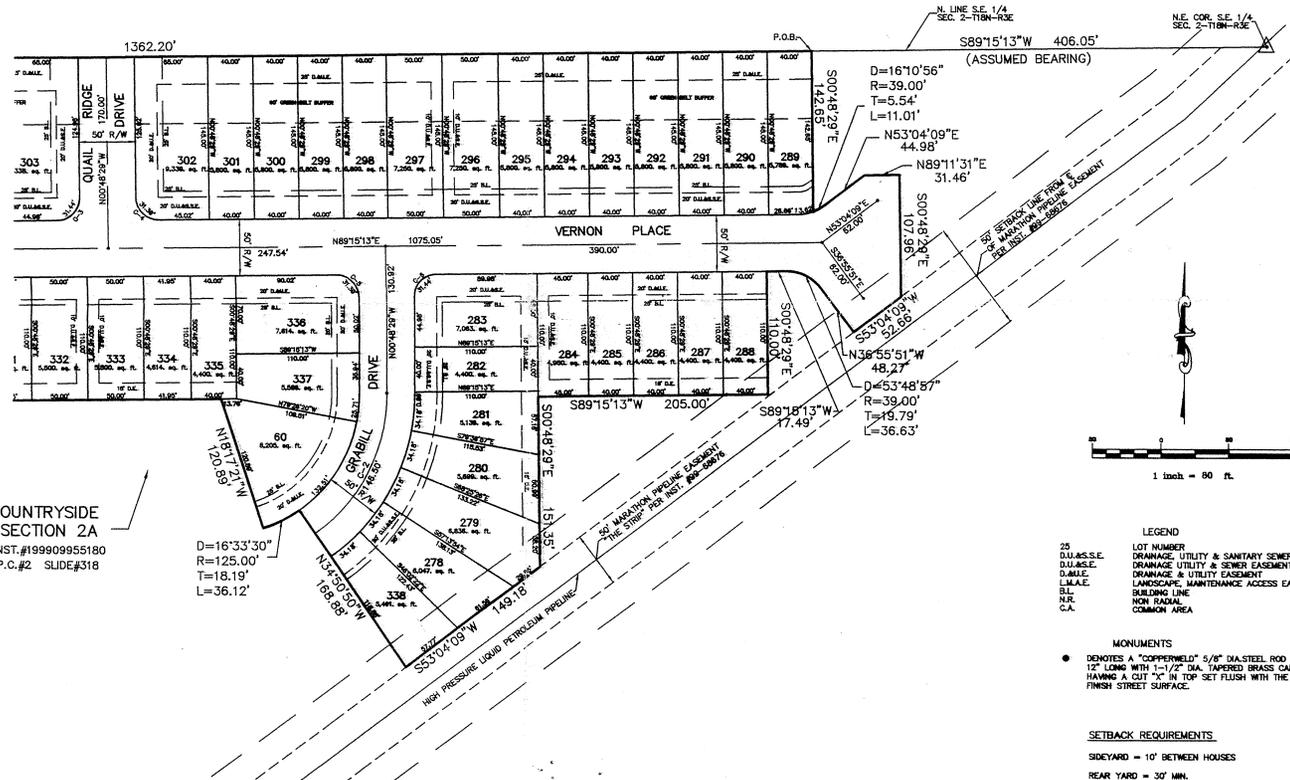
# COUNTRYSIDE

## SECTION 2B

### SECONDARY PLAT

pc 2 slide 694

DULY ENTERED FOR TAXATION  
 Subject to final acceptance for transfer  
 21 day of Nov, 2001  
 Robin Mills Auditor of Hamilton County  
 Parcel # \_\_\_\_\_



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

THIS INSTRUMENT PREPARED BY:  
CURTIS C. HAUF  
STOEPPELWERTH AND ASSOCIATES INC.  
9940 ALLISONVILLE ROAD  
FISHERS, INDIANA 46038  
PHONE: (317) 848-5935

DEVELOPED BY:  
PLATINUM PROPERTIES, LLC.  
9551 DELEGATE ROW  
INDIANAPOLIS, INDIANA 46240  
PHONE: (317) 818-2900

# COUNTRYSIDE

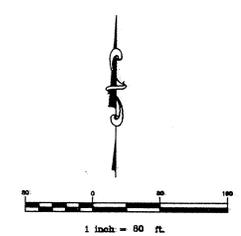
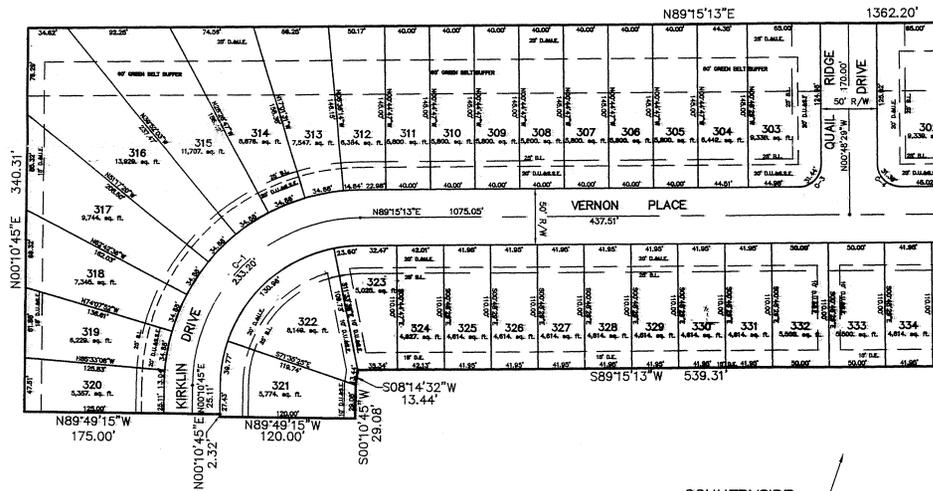
## SECTION 2B

### SECONDARY PLAT

PC 2 Slide 699

000100076073  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
MARY L CLARK  
11-21-2001 02:20 pm.  
PLAT 29.00

COUNTRYSIDE  
SECTION 4  
INST.#199909955179  
P.C.#2 SLIDE#317



- LEGEND
- 25 LOT NUMBER
  - D.U.A.S.S.E. DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
  - D.U.A.S.E. DRAINAGE UTILITY & SEWER EASEMENT
  - D.U.A.E. DRAINAGE & UTILITY EASEMENT
  - L.M.A.E. LANDSCAPE, MAINTENANCE ACCESS EASEMENT
  - B.L. BUILDING LINE
  - N.R. NON RADIAL
  - C.A. COMMON AREA

- MONUMENTS
- DENOTES A "COPPERWELD" 5/8" DIA STEEL ROD 12" LONG WITH 1-1/2" DIA. TAPERED BRASS CAP HAVING A CUT "X" IN TOP SET FLUSH WITH THE FINISH STREET SURFACE.

**SETBACK REQUIREMENTS**

SIDEYARD = 10' BETWEEN HOUSES  
REAR YARD = 30' MIN.

COUNTRYSIDE  
SECTION 2A  
INST.#199909955180  
P.C.#2 SLIDE#318

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C-1	150.00'	233.20'	147.60'	210.41'	S44°24'29"W	88°04'28"
C-2	150.00'	148.20'	79.69'	149.79'	N27°10'20"E	55°07'38"
C-3	20.00'	31.44'	20.00'	28.30'	N44°13'24"E	80°02'54"
C-4	20.00'	31.39'	19.98'	28.27'	S40°46'38"E	88°06'18"
C-5	20.00'	31.39'	19.98'	28.27'	N40°46'38"W	88°06'18"
C-6	20.00'	31.44'	20.00'	28.30'	S44°13'24"W	80°02'54"

9699

PC 2 Slide 694

THIS INSTRUMENT PREPARED BY:  
CURTIS C. HUFF  
STOEPPELWERTH AND ASSOCIATES INC.  
9940 ALLISONVILLE ROAD  
FISHERS, INDIANA 46038  
PHONE: (317) 849-5935

200100076073  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
MARY L. CLARK  
11-21-2001 02:20 pm.  
PLAT 29.00

DEVELOPED BY:  
PLATINUM PROPERTIES, L.L.C.  
9551 DELEGATE ROW  
INDIANAPOLIS, INDIANA 46240  
PHONE: (317) 818-2900

COUNTRYSIDE, SECTION 2B

I, the undersigned Registered Land Surveyor, do hereby certify that the included plot correctly represents a subdivision of a part of the Southeast Quarter of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 89 degrees 15 minutes 13 seconds West along the North line thereof 406.05 feet to the POINT OF BEGINNING of this description; thence South 00 degrees 48 minutes 29 seconds East 142.65 feet to a point on a curve concave northwesterly, the radius point being North 20 degrees 44 minutes 55 seconds West 39.00 feet from said point; thence northwesterly along said curve 11.01 feet to the point of tangency, the radius point being North 36 degrees 55 minutes 51 seconds West 39.00 feet from said point; thence North 53 degrees 04 minutes 09 seconds East 44.98 feet; thence North 89 degrees 11 minutes 31 seconds East 31.46 feet; thence South 00 degrees 48 minutes 29 seconds East 107.96 feet; thence South 53 degrees 04 minutes 09 seconds West 52.66 feet; thence North 36 degrees 55 minutes 51 seconds West 48.27 feet to the point of curvature of a curve concave southwesterly, the radius point being South 53 degrees 04 minutes 09 seconds West 39.00 feet from said point; thence westerly along said curve 36.63 feet to the point of tangency, the radius point being South 00 degrees 44 minutes 47 seconds East 39.00 feet from said point; thence South 89 degrees 15 minutes 13 seconds West 17.49 feet; thence South 00 degrees 48 minutes 29 seconds East 110.00 feet; thence South 89 degrees 15 minutes 13 seconds West 205.00 feet; thence South 00 degrees 48 minutes 29 seconds East 151.35 feet; thence South 53 degrees 04 minutes 09 seconds West 149.18 feet, to the Northeast corner of Countryd Section 2A, Instrument No. 199909955178, Plat Cabinet 2, Side 318, in the Office of the Recorder of Hamilton County, Indiana; the following Nine (9) courses are on and along the Northern boundary of said Countryd Section 2A: (1) North 34 degrees 50 minutes 50 seconds West 168.98 feet to a point on a curve concave northwesterly, the radius point being North 34 degrees 50 minutes 50 seconds West 125.00 feet; (2) westerly along said curve 36.12 feet to a point on said curve, the radius point being North 18 degrees 17 minutes 21 seconds West 125.00 feet from said point; (3) North 18 degrees 17 minutes 21 seconds West 120.89 feet; (4) South 89 degrees 15 minutes 13 seconds West parallel to the North line of said Quarter Section, 538.31 feet; (5) South 08 degrees 14 minutes 32 seconds West 13.44 feet; (6) South 00 degrees 10 minutes 45 seconds West 29.08 feet; (7) North 89 degrees 49 minutes 15 seconds West 120.00 feet; (8) North 00 degrees 10 minutes 45 seconds East 2.32 feet; (9) North 89 degrees 49 minutes 15 seconds West 175.00 feet to a point on the East line of Countryd Section 4, Instrument No. 199909955178, Plat Cabinet 2, Side 317 in the Office of the Recorder of Hamilton County, Indiana; thence North 00 degrees 10 minutes 45 seconds East along said East line of Countryd Section 4, 340.31 feet to a point on the North line of the aforesaid Quarter Section; thence North 89 degrees 15 minutes 13 seconds East along said North line 1382.20 feet to the place of beginning, containing 10.944 acres, more or less.

This subdivision consists of 82 lots numbered 60, 278-338 (all inclusive). The size of lots and width of streets are shown in feet and decimal parts thereof.  
Witness my signature this 6<sup>TH</sup> day of November, 2001.

*Curtis C. Huff*  
Curtis C. Huff  
Registered Land Surveyor  
No. S0348



Metes/2793052B

COMMISSION CERTIFICATE -

UNDER AUTHORITY PROVIDED BY IC 36-7, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THEREOF, AND AN ORDINANCE ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF WESTFIELD AS FOLLOWS:

APPROVED BY THE WESTFIELD-WASHINGTON TOWNSHIP PLANNING COMMISSION AT A MEETING HELD May 24, 2001  
WESTFIELD-WASHINGTON TOWNSHIP  
PLANNING COMMISSION

*E. F. Engelbrecht*  
E. F. ENGELBRECHT  
PRESIDENT  
*Jill Ochs*  
Jill Ochs  
SECRETARY  
*Toni Ochs*  
Toni Ochs

NOTE:

IT IS UNDERSTOOD BY THE OWNERS THAT THE DESCRIBED REAL PROPERTY LIES IN CLOSE PROXIMITY TO AN OPERATING AIRPORT AND THE OPERATION OF THE AIRPORT AND THE LANDING AND TAKE OFF OF AIRCRAFT MAY GENERATE HIGH NOISE LEVELS.

REGISTERED LAND SURVEYOR'S CERTIFICATE -

I, CURTIS C. HUFF, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA:

THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST OR BOND HAS BEEN POSTED TO COVER THE LATER INSTALLATION OF THESE MONUMENTS, AND THAT ALL OTHER REQUIREMENTS SPECIFIED HEREIN, DONE BY ME, HAVE BEEN MET.

*Curtis C. Huff*  
Curtis C. Huff



ENGINEER'S CERTIFICATE:

I, CURTIS C. HUFF, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER OR LAND SURVEYOR, AS THE CASE MAY BE, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND THAT I HAVE INSPECTED DURING THEIR CONSTRUCTION AND INSTALLATION ALL IMPROVEMENTS AND INSTALLATIONS REQUIRED FOR THIS SUBDIVISION, DESIGNATED SPECIFICALLY AS COUNTRYSIDE SECTION 2B, AND THAT SUCH REQUIRED IMPROVEMENTS AND INSTALLATIONS HAVE BEEN MADE AND INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS HERETOFORE APPROVED THEREFORE.

*Curtis C. Huff*  
Curtis C. Huff



We the undersigned owners of the real estate shown and described herein, do hereby certify that we have laid off, plotted and subdivided, and do hereby lay off, plan and subdivide, said real estate in accordance with the within plat.  
This subdivision shall be known and designated as Countryside, Section 2B in Hamilton County, Indiana. All Streets shown ~~and not heretofore dedicated, are hereby dedicated to the public.~~

This plat is subject to the declaration of covenants, conditions and restrictions of recorded as Instrument No. 199909955178 and any amendments thereto.  
In testimony whereof, witness the signatures of Owner and Declarant this 12 day of Nov, 2001.

Owner:  
M/J Schottenstein Homes  
8500 Keystone Crossing, Suite 190  
Indianapolis, Indiana 46240  
*Cliff White*  
Cliff White, Division President



State of Indiana )  
) SS  
County of Hamilton )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Cliff White, Division President of M/J Schottenstein Homes and acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 12<sup>th</sup> day of November, 2001.

*Cassie Braughton*  
Cassie Braughton  
Notary Public  
Cassie Braughton  
Print Name

County of Residence: Morgan  
My commission expires: 7/11/07  
FORMS/OWNSIG



Cassie Braughton  
Notary Public, State of Indiana  
My Commission Expires 7/11/2007  
County of Residence: Morgan

1000



**CONSULTING ENGINEERS  
LAND SURVEYORS**

9940 Allisonville Rd. - Fishers, IN 46038  
(317) 849-5935 • 1-800-728-8917 • FAX: (317) 849-5942  
DIR: 279302b X-FILE: 279302b SUB-FILE: PLAT-CORRECTION

JOB ID \_\_\_\_\_

CONTROL # 279302B

200200009337  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
MARY L CLARK  
02-01-2002 02:20 p.m.  
CERT CORR 10.00

**CERTIFICATE OF CORRECTION**

I, the undersigned Registered Land Surveyor hereby certify that the Plat of Countyside, Section 2B recorded as Instrument No. 200100076073, P.C. No. 2, Slide No. 694, in the Office of the Recorder of Hamilton County, Indiana contains an error. The Owners name was incorrectly labeled M/I Schottenstein Homes and should be M/I Schottenstein Homes, **inc.**

Witness my signature this 1st day of FEBRUARY, 2002.

**DULY ENTERED FOR TAXATION**

Subject to final acceptance for transfer

1 day of February, 2002

Robin Mills Auditor of Hamilton County

Parcel # \_\_\_\_\_

  
Curtis C. Huff  
Registered Land Surveyor  
No. 80040348



State of Indiana )  
SS )  
County of Hamilton )

Before me, the undersigned, a notary public in and for said county and state, personally appeared Curtis C. Huff who acknowledged the execution of the foregoing instrument as his voluntary act and deed and affixed his signature hereto.

Witness my hand and notarial seal, this 1st day of February 2002.

  
Notary Public

MAXINE H. WEBB  
Print Name

My Commission Expires: 12/12/07  
County of Residence: Hamilton





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**Cross-Reference:**

Declaration of Covenants, Conditions and Restrictions of Countryside, recorded in the office of the Hamilton County Recorder on September 17, 1999, as Instrument No. 199909955178

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**ARCHITECTURAL GUIDELINES**

AFFIDAVIT OF CORPORATE RESOLUTION  
of  
COUNTRYSIDE HOMEOWNERS ASSOCIATION, INC.  
OF WESTFIELD, INDIANA

COMES NOW the Countryside Homeowners Association Inc. of Westfield, Indiana, by its Board of Directors, on this 21<sup>st</sup> day of JUNE 20 18 and states as follows:

**WITNESSETH THAT:**

**WHEREAS**, the residential community in Hamilton County, Indiana, commonly known as Countryside was established upon the recording of certain Plats with the Office of the Recorder for Hamilton County, Indiana; and

**WHEREAS**, Countryside was incorporated as a nonprofit corporation pursuant to Articles of Incorporation (hereinafter "Articles") filed with, and approved by, the Indiana Secretary of State on October 21, 1999; and

**WHEREAS**, Countryside's Board of Directors adopted a Code of By-Laws for Countryside (hereinafter "By-Laws"); and

**WHEREAS**, Section 5(L) of Article V of the By-Laws for Countryside, as amended, states one of the duties of the Board of Directors is "To establish, adopt, revise, amend and alter from time to time, Architectural Guidelines to regulate the external design, appearance, use, location and maintenance of lands and improvements thereon in such a manner as to preserve and enhance values and maintain a harmonious relationship among structures and the natural vegetation and topography."

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions of Countryside (hereinafter "Declaration") was recorded in the office of the Hamilton County Recorder on September 17, 1999, as **Instrument No. 199909955178**, which states that by taking a deed to a Lot in Countryside, the owner automatically becomes a member of Countryside Homeowners Association, Inc. of Westfield, Indiana, an Indiana nonprofit corporation (hereinafter "Countryside"); and

**WHEREAS**, Section 7.9 of Article VII of the Declaration states: "No dwelling, building structure, fence, deck, driveway, swimming pool, rear yard tennis or basketball courts, or improvement of any type or kind (including significant landscaping) shall be constructed or placed on any Lot without the prior approval of the Committee, ..."; and

**WHEREAS**, Section 7.12 of Article VII of the Declaration states: "Subject to this Declaration and the restrictions contained herein, the Committee shall regulate the external design, appearance, use, location and maintenance of lands and improvements thereon in such a manner as to preserve and enhance values and maintain a harmonious relationship among structures and the natural vegetation and topography, and in keeping with the intent of the Declarant."; and

**WHEREAS**, some Owners in Countryside have altered the exterior appearance of the improvements upon their Lots in Countryside without permission, which alterations are not harmonious with existing improvements in Countryside, may be offensive to other Owners and may detrimentally effect the values of properties within Countryside; and

**WHEREAS**, the Board deems it necessary to publish the Architectural Guidelines for Owners to follow to protect and preserve the value, harmony, integrity and desirability of the properties within Countryside; and

**WHEREAS**, pursuant to the authority in the Articles, Declaration and By-Laws, the Board of Directors hereby adopts the following Architectural Guidelines to be applicable to all properties, including the individual Lots, that are part of the real estate known as Countryside and as set forth in the Declaration, said Architectural Guidelines setting forth additional restrictions, standards and guidelines for the Real Estate and the individual Lots therein, all designed to protect each individual Owner's use and enjoyment of their Lot and to preserve the value, integrity and desirability of the real properties within the subdivision, including each individual Owner's Lot, by protecting the health, safety and welfare of the Owners within the Countryside subdivision; and

**BE IT RESOLVED**, pursuant to the provisions set forth in the Articles, Declaration and By-Laws, the Board hereby adopts and certifies that the following is a full and true copy of the Corporate Resolution setting forth the Architectural Guidelines for Countryside in accordance with the Declaration and all applicable laws, and was duly signed by the President and Secretary of the corporation certifying that a majority of the members of the Board of Directors approved said Corporate Resolution and that the proceedings and the Corporate Resolution adopted thereby are in

conformity with and do not in any respect contravene or conflict with any other provision of applicable Indiana law, the Articles, the By-Laws, or the Declaration, and that said Corporate Resolution and the Architectural Guidelines set forth therein shall become effective, applicable and binding upon each Lot and Lot Owner in the Countryside Development immediately upon recording of the same in the Office of the Hamilton County Recorder and the distribution of the same to all Owners in the Countryside Development. These Architectural Guidelines may only be overruled, cancelled, amended or modified by the Board or by a majority of the Members entitled to vote thereon in a regular or special meeting of Countryside by a majority of the Members entitled to vote thereon.

IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Affidavit of Corporate Resolution for Countryside Homeowners Association Inc. of Westfield, Indiana and swear, affirm or certify, under penalties of perjury, the truth of the facts herein stated, this 21st day of JUNE, 2018.

COUNTRYSIDE HOMEOWNERS  
ASSOCIATION, INC. OF WESTFIELD, INDIANA

By: Sam Ariganello  
(Signature of President)

Sam Ariganello  
(Printed Name of President)

ATTEST:

[Signature]  
(Signature of Secretary)

Emily Szcwryk  
(Printed Name of Secretary)

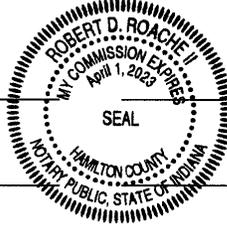
STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me a Notary Public in and for said County and State personally appeared SAM  
ARIGNELLO (President) and EMILY SZEWCZYK  
(Secretary), President and Secretary, respectively of Countryside Homeowners Association Inc. of  
Westfield, Indiana, who acknowledged execution of the foregoing Affidavit of Corporate  
Resolution for Countryside Homeowners Association Inc. of Westfield, Indiana and who, having  
been duly sworn, stated the representations contained herein are true.

Witness my hand and Notarial Seal this 21 day of June,  
2018.

4-1-23  
Commission Expiration Date

HAMILTON  
County of Residence



[Signature]  
Notary Public

RDROACHE  
Printed Name

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

This document prepared by:

Robert D. Roache, II  
ROACHE & ASSOCIATES  
581 S. Rangeline Rd., Suite A1  
Carmel, IN 46032-2149  
(317) 688-7082

# ARCHITECTURAL GUIDELINES

for

## COUNTRYSIDE HOMEOWNERS ASSOCIATION, INC. OF WESTFIELD, INDIANA

### **PREAMBLE:**

1. **Development Standards and Architectural Control Committee.** Article 7 of the Declaration of Covenants, Conditions and Restrictions of Countryside establishes a Development Standards and Architectural Control Committee (hereinafter "ACC"). The ACC is comprised of members appointed by the Board of Directors. It was established to preserve property values and maintain a harmonious relationship and consistency among the properties in the different neighborhoods in Countryside. The ACC uses its best judgment to apply standards in a fair, consistent, and predictable manner and to minimize delays or other inconveniences to homeowners in having their requests approved.
2. **Application Process:**
  - a. It is required that any Owner considering improvements or changes to their house or property, must submit a request in writing to the ACC for prior written approval. Changes to a house or property, include but are not limited to: (a) modifications, additions or alterations of any kind to the exterior of their house; (b) maintenance or work that involves changes in exterior color or color schemes to the Lot or house; (c) exterior painting; (d) replacing windows, exterior doors, garage doors, roofs, siding or carriage lights; (e) adding or replacing fences, decks, pergolas, landscaping/trees, playsets, exterior lighting, basketball goals, pools and spas; and (f) major changes to landscaping.
  - b. All requests must be submitted using the Countryside Architectural Review Committee form available online or at the Countryside clubhouse. All required documentation requested on the form or by the ACC must be provided or the request will not be considered.
  - c. Proposed improvements or modifications are subject to inspection of the property by the ACC.
  - d. In reviewing individual requests, the ACC will weigh the improvement with the architectural character of the community and whether the request is harmonious with the surrounding homes and lots.
3. **Approval Process:**
  - a. The Architectural Review Committee has thirty (30) days from the receipt of the written request form and all required supporting information and documentation to

render its decision. Requests for approval not ruled upon within thirty (30) days shall be considered DENIED. The ACC will make one of the following decisions:

- 1) **APPROVED** – request for approval is approved as submitted.
  - 2) **APPROVED WITH CONDITIONS** - request for approval is approved, but with certain specified changes, limitations or requirements that must be followed.
  - 3) **DENIED** - request for approval is denied. The Owner can appeal the ACC's decision to the full Board of Directors within fifteen (15) days by submitting a written notice to the Board, of Owner's intent to appeal and the reasoning why the Owner feels his request should be approved. The Board will establish a date and time to meet with the Owner and notify the Owner of such meeting. A majority vote by the Board shall be final and binding against the ACC and Owner.
  - 4) **ADDITIONAL INFORMATION REQUIRED** - request for approval cannot be ruled upon without additional information for appropriate review of the request. Until all required additional information is submitted to the ACC, the request for approval shall be considered. If the ACC requests additional information, the entire application process begins again once the management company receives all information requested.
- b. Requests for approval must not contravene applicable provisions of the Articles of Incorporation, Declaration, By-Laws or governmental laws, ordinances and regulations. It is the responsibility of the Owner (not the ACC) to investigate the need for and procure any and all required governmental permits.
  - c. Neither the ACC nor the Association shall be responsible or liable for: (a) any defects in any plans or specifications submitted, revised, or approved by the ACC; (b) loss or damages to any person arising out of the approval or disapproval of any plans or specifications; (c) any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations; nor (d) any defects in construction undertaken pursuant to such plans and specifications.
  - d. A failure or delay by Countryside to enforce a violation of these Architectural Guidelines against the owner of a Lot with an existing violation, does not constitute a waiver or estoppel by Countryside of any right available to it upon the occurrence or continuation of such violation of these Architectural Guidelines.
  - e. **No work may commence until the written request for approval has been approved in writing.**

The following set of guidelines addresses the more common types of requests, but is not comprehensive.

## GUIDELINES:

### 1. Fences:

- a. Documents. The approval request must include a plot plan diagram showing the exact location of the proposed fence, the dimensions of the fence and a photo rendering of the proposed for review.
- b. Fence Location.
  1. Easements. Fences may not be constructed in an easement. It is the Owner's responsibility to determine easement locations, so a proposed fence will not be constructed in one.
  2. Countryside Blvd. A fence may not be constructed on a lot which abuts Countryside Blvd.
  3. Rear Foundation Line. A fence may not be placed forward of the rear foundation line of the house.
  4. Property Lines. A fence must be located eighteen inches inside the side property line. A fence may be located on the property line, providing the adjoining property Owner signs a written consent to locate the fence on the property line and said consent is provided to the ACC.
- c. Neighboring Sitelines. Proposed fences which obstruct the view and/or sightline of another Owner may be grounds for denial of a fence location.
- d. Fence Materials/Style.
  1. Fences must be constructed of black wrought iron, black aluminum or wood stained in a clear, natural or earth tone color.
  2. Wood fences must be dog-eared, flattop (non-scalloped) shadow box style with one inch (1") by six inch (6") vertical boards.
- e. Fence Height.
  1. Maximum height. Maximum height of fences cannot exceed six (6) feet from the ground.
  2. Lots abutting Pond or Lake. No fence located on a Lot abutting a lake shall exceed forty-two (42) inches in height beyond a point sixteen (16) feet from the rear building line of the Residence. However, this restriction may be waived by the ACC to enclose an in ground pool.

- f. Slight variances to the above fence guidelines may be granted by the ACC.

**2. Exterior Paint and Siding:**

- a. Color Samples. Requests for approval of exterior painting must include a color swatch, color sample, photograph or large chip of the existing paint color and a color sample or color swatch of the proposed paint color.
  - 1) A six inch (6") by six inch (6") swatch may be requested for comparison.
- b. Color options. Color options are limited to earth tones that exist within Countryside and must be harmonious with the subject property as well as the surrounding homes of the requesting address.
- c. Trim and Siding Colors. The trim and siding may be a different color from each other, subject to ACC approval.
  - 1) The style and lap width of the siding must be included in the request.
  - 2) The type of material must be specified, such as wood, vinyl, etc.
- d. Garage Door Colors. The garage door color must match the siding color, trim color or be white in color, depending on the surrounding homes by section.
- e. Exterior Doors and Shutters. Exterior doors and shutters located at the front of the house must match in color.

**3. Roofs:**

- a. Requests for approval of new or replacement roof shingles must include a photograph of the existing roof and color pictures and samples of the proposed roof shingle.
- b. Roofs styles may be three-tab or dimensional style shingles.
- c. The shingle color must be harmonious with the surrounding houses.
- d. When considering a change in color, the ACC suggests the following matrix of shingles colors for the individual sections of Countryside. Choosing a color from this list will ease the approval process for the homeowner. The ACC recognizes that shingle manufacturers may change the names of colors and that multiple manufacturers produce similar products under different names. Variances to the matrix may be considered on an individual basis.

	<u>Driftwood</u>	<u>Mission Brown</u>	<u>Twilight Onyx</u>	<u>Pewter Gray Estate Gray</u>	<u>Brownwood Hickory Aged Cedar</u>
<u>Neighborhood:</u>					
<b>Birch Run</b>	Yes	Yes	No	No	No
<b>Forestville</b>	Yes	Yes	No	No	No
<b>Centerville</b>	Yes	Yes	No	No	No
<b>Fairview</b>	Yes	Yes	No	No	No
<b>Deerfield</b>	Yes	Yes	No	No	No
<b>Rosedale</b>	Yes	Yes	Yes	Yes	Yes
<b>Northfield</b>	Yes	Yes	Yes	Yes	Yes
<b>Newbury</b>	Yes	Yes	Yes	yes	Yes
<b>Greenfield</b>	Yes	Yes	yes	Yes	Yes
<b>Richter's Corner</b>	Yes	Yes	Yes	yes	Yes
<b>Cloverton</b>	Yes	Yes	Yes	Yes	Yes

**Note:** Colors on a case by case basis: Desert Tan/Shakewood/Teak

**4. Windows and Exterior Doors:**

- a. New window and door approval requests must include photographs of both the current window/door and the proposed window/door.
- b. Trim for proposed windows must be white.
- c. Exterior doors must be harmonious with the neighborhood.
- d. Storm doors must match the color of the exterior door. A neutral color could be considered if it is harmonious with the color scheme of the home.

**5. Decks (patios) and Pergolas:**

- a. Requests for a deck, patio or pergola must include a plot plan with location and dimensions of the proposed deck, patio or pergola indicated on the plot plan.
- b. The request for a pergola must include front and side view renderings or photos.
- c. The request must include the material (i.e. wood/composite/patio paver) and the finished color.
- d. The style and color must be similar to existing decks, patios and pergolas within Countryside.

**6. Landscaping and Trees (significant changes):**

- a. Requests for landscaping and/or tree additions or changes must include a plot plan, current photos of the area and photos or renderings of the proposed changes.
- b. The request must include placement of trees, beds, hardscapes, etc. including dimensions and distances from the house, sidewalk, and property line.
- c. The request must include identification of trees and/or large shrubs or bushes being proposed (Note: The height and width of the tree canopy will be considered in relation to sidewalks, driveways, property lines, and houses).
- d. Changes to the topography must not affect drainage to neighboring properties or to the common areas of the association.

**7. Playsets:**

- a. The request must include a plot plan with the location of the playset and dimensions noted.
- b. Playsets must be located in the rear yard of the lot between the parallel lines extending from the sides of the residence to the rear property line.
- c. The request must include the design (rendering or photo), material, and finished color.
- d. No more than two (2) playsets will be permitted on a Lot.

**8. Room Additions:**

- a. Requests for home additions, three season rooms, or porches must include a plot diagram with the proposed location and distances from the property lines.
- b. The request must include photos, architectural plans and specifications, and/or renderings of the proposed addition with dimensions from a side, front and top view.
- c. The roofline of the addition must follow the natural roofline of the existing structure.
- d. All materials, finishes, and colors must match the materials and finishes of the existing structure.
- e. Screened porches must be similar to existing porches within Countryside.

**9. Pools:**

- a. Requests for swimming pools must include a plot plan with proposed location, dimensions, and photos or renderings including landscaping changes.
- b. A request for a fence (if not existing) should be submitted separately.

- c. A pool must be permanent, in ground, and professionally installed for committee consideration. Above ground swimming pools are not permitted.

The Board reserves the right to adopt additional Architectural Guidelines and to amend these guidelines from time to time regarding improvements on Lots in Countryside.

**[End of Architectural Guidelines]**