


25-17

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**AMENDMENT TO THE COVENANTS AND RESTRICTIONS
FOR
HAWTHORNE RIDGE SUBDIVISION
SECTIONS 1 - 7**

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 LAURA HERZOG
 Hendricks County Recorder IN
 Recorded as Presented



**AMENDMENT TO THE COVENANTS AND RESTRICTIONS
FOR
HAWTHORNE RIDGE SUBDIVISION
SECTION 1-7**

The Covenants and Restrictions for Hawthorne Ridge Subdivision Section 1-7 are hereby amended as follows:

Article 26, Solar Energy System Policy, shall be added as follows:

See Exhibit A.

Article 27, Rental Amendment, shall be added as follow:

Except as set forth in this paragraph, residents of a building can only consist of the lot owner and those who live with the lot owner. If the lot owner does not reside on the property, residents of a building must be members of the lot owner's immediate family (i.e., parents, children, spouse, significant other/life partner). Any lot owned by a corporate entity (including, but not limited to, a partnership, corporation, limited liability company, etc.) shall submit to the HRHA a certificate of designated representative indicating who is authorized to vote on behalf of the corporate entity and who is authorized to reside in the structure, which must be the same person. For a period of three (3) years after an owner's acquisition of a lot (the "Waiting Period"), the owner cannot lease or rent the building. Upon written request and the showing of an undue hardship (e.g., a temporary employment relocation, disability, death, etc.), the Waiting Period may be waived by the HRHA at its sole discretion, which decision shall be final and binding. Such waiver shall last no more than one (1) year and may be renewed by the HRHA upon further request without limitation. All leases shall be in writing, be for the entire building, identify the tenant and lease term, and be made expressly subject and subordinate to the restrictive covenants of Hawthorne Ridge, with a copy of the lease provided to the HRHA prior to occupancy. Notwithstanding any lease language, the Lot

owner shall remain responsible for full compliance of the restrictive covenants of Hawthorne Ridge. These restrictions shall not apply to any residency or lease situations in effect as of the date of recording. These restrictions may be enforced by the HRHA at law or equity.

**UNANIMOUS WRITTEN CONSENT TO RESOLUTIONS
BY THE BOARD OF DIRECTORS
OF
HAWTHORNE RIDGE HOMEOWNERS ASSOCIATION INC.**

WHEREAS, the members of the Hawthorne Ridge Homeowners Association Inc. (the "HRHA") desire amendments to the Covenants and Restrictions for Section 1-7 Hawthorne Ridge Subdivision (the "Covenants"); and

WHEREAS, the Board of Directors of the HRHA have obtained the required quorum necessary to amend the Covenants for Sections 1-7; therefore it is:

RESOLVED, that the Covenants for Sections 1-7 hereby amended as follows:

Article 26, Solar Energy System Policy, shall be added as follows:

See Exhibit A.

Article 27, Rental Amendment, shall be added as follows:

Except as set forth in this paragraph, residents of a building can only consist of the lot owner and those who live with the lot owner. If the lot owner does not reside on the property, residents of a building must be members of the lot owner's immediate family (i.e., parents, children, spouse, significant other/life partner). Any lot owned by a corporate entity (including, but not limited to, a partnership, corporation, limited liability company, etc.) shall submit to the HRHA a certificate of designated representative indicating who is authorized to vote on behalf of the corporate entity and who is authorized to reside in the structure, which must be the same person. For a period of three (3) years after an owner's acquisition of a lot (the "Waiting Period"), the owner cannot lease or rent the building. Upon written request and the showing of an undue hardship (e.g., a temporary employment relocation, disability, death, etc.), the Waiting Period may

be waived by the HRHA at its sole discretion, which decision shall be final and binding. Such waiver shall last no more than one (1) year and may be renewed by the HRHA upon further request without limitation. All leases shall be in writing, be for the entire building, identify the tenant and lease term, and be made expressly subject and subordinate to the restrictive covenants of Hawthorne Ridge, with a copy of the lease provided to the HRHA prior to occupancy. Notwithstanding any lease language, the Lot owner shall remain responsible for full compliance of the restrictive covenants of Hawthorne Ridge. These residency and lease restrictions shall not apply to any residency or lease situations in effect as of the date of recording. These restrictions may be enforced by the HRHA at law or equity.

ADOPTED THIS _____ DAY OF _____, 2023.

BOARD OF DIRECTORS
HAWTHORNE RIDGE HOMEOWNERS ASSOCIATION, INC.

Name

Signature

- Jeremy Burnter, President
- Joyce Fillenwarth, Secretary
- Dave Mansfield, Treasurer
- Brad Neutzman, Member at Large



Cara Davidson 6/23/23



6-14-23



Cara Davidson 6/14/23
 My Commission Expires 02/06/2027
 Commission No: NP0718407
 Marion County, State of Indiana
 Cara Davidson, Notary Public

Cara Davidson 6/23/23
 My Commission Expires 02/06/2027
 Commission No: NP0718407
 Marion County, State of Indiana
 Cara Davidson, Notary Public



Cara Davidson, Notary Public
Marion County, State of Indiana
Commission No: NP0718407
My Commission Expires 02/06/2027

Cara Davidson 7/10/23



Mark Jess
Member at Large
Carol Hoyt
Member at Large
Eric Sugrue
Member at Large
Rosie Fakes
Member at Large
Terry Carr
Member at Large
Architectural Committee



Cara Davidson, Notary Public
Marion County, State of Indiana
Commission No: NP0718407
My Commission Expires 02/06/2027

Cara Davidson 6/20/23



Cara Davidson, Notary Public
Marion County, State of Indiana
Commission No: NP0718407
My Commission Expires 02/06/2027

Cara Davidson 6/21/23

7/10/23

6/23/23

6/26/23



Cara Davidson, Notary Public
Marion County, State of Indiana
Commission No: NP0718407
My Commission Expires 02/06/2027

Cara Davidson, 6/23/23

HRHA SOLAR ENERGY SYSTEM POLICY

1.0 PURPOSE

The purpose of this policy is to provide the necessary steps to gain approval for the installation of solar energy systems while providing clear, reasonable guidelines with the intent of maintaining consistency with existing community aesthetics.

While the HRHA recognizes the benefit of solar systems to individual homeowners, it is important that these systems are installed in a regulated manner that provides reasonable size, placement or aesthetic requirements for the installation or use of solar panels.

Furthermore, the HRHA recognizes that solar energy is a growing and changing industry and therefore revisions to the regulations set out in these guidelines may be necessary or desirable.

2.0 DEFINITIONS & SCOPE

For the purposes of this policy, a solar energy system is a panel device or system or combination of panel devices or systems that relies on direct sunlight as an energy source for use in (a) the heating or cooling of a structure or building; (b) the heating or pumping of water; or (c) the generation of electrical energy.

This definition includes Photovoltaic (PV) panels/modules, Solar Water Heating (SWH) panels/modules, and Integrated Photovoltaic Systems (IPS), i.e., photovoltaic shingles, tiles or siding or thin-film laminates. Two distinct categories of these solar energy systems that will be considered for approval by the HRHA Architectural Committee (AC) are:

- (1) Roof-mounted
- (2) Ground-mounted

Building-mounted systems (e.g., on the wall of a building or structure) are not permissible.

3.0 STANDARDS FOR ROOF-MOUNTED SOLAR ENERGY SYSTEMS

3.1 TECHNICAL GUIDELINES FOR ROOF-MOUNTED SOLAR ENERGY SYSTEMS

- a) Each roof-mounted Solar Energy System must be installed on the roof of the primary residential structure.
- b) Reverse angle or tracking platforms or mechanisms that allow devices to tilt seasonally, permanently or by time of day are not allowed on roof-mounted systems.
- c) Installations must comply with applicable local, state, and national building and/or energy codes; all necessary permits must be obtained by the property owner.

3.2 AESTHETIC GUIDELINES FOR ROOF-MOUNTED SOLAR ENERGY SYSTEMS

- a) Solar panels must have an anti-reflective texture or coating, and the preferred panel color is black.

- b) Solar Shingles or other similar products will be approved provided that they match the color of the current roof shingles as much as practical.

- c) All panels must fit within a boundary defined by the roof eaves and peak. They shall not exceed any edges or the peak of the roof.

- d) It is expected that the solar energy system will be designed to appear as an integral and harmonious part of the architectural design of the residence. Visibility of any plumbing, wiring, or auxiliary equipment shall be minimized to the highest possible degree. All system components visible from areas open to common or public access should be designed or painted to blend with roof coloring as much as possible.

- e) Panels should completely cover the racking system unless deemed not possible for structural reasons, and visibility to the underside of panels shall be minimized from areas open to common or public access.

- f) To the maximum extent possible, it is preferred that panels are not installed on the street facing side of the home or directly above the front entryway of the home.

- g) Exceptions to these system design and placement requirements shall be made if compliance with one or more of these requirements will result in either a significant increase in the cost of the system or a significant decrease in its efficiency or specified performance. For purposes of this exception, "significant" means an amount exceeding 15 percent of the cost of the system, or decreasing efficiency or performance by an amount exceeding 15 percent, as originally specified and proposed. The AC may require the applicant to provide a written statement by an independent solar energy expert documenting these cost or efficiency and performance impacts. In this case, the AC may permit variances to these requirements to the minimum extent necessary to avoid significant increases in system costs or significant decreases in system efficiency or performance.

- h) Solar panels on front-facing or side-facing roof surfaces visible from areas open to common or public access must be mounted in the plane of the roof surface with a maximum panel clearance (distance from the roof surface to the top surface of the panel) of no more than 6 inches. Panels in other locations (not visible from areas open to common or public access) may be angled to achieve optimum solar gain provided the top edge of the panel does not extend above the roof peak.

3.3 MAINTENANCE AND RE-APPLYING FOR ROOF-MOUNTED SOLAR ENERGY SYSTEMS WITH ROOF REPLACEMENT

- a) It is understood by the homeowner that the solar devices will be kept clean and well maintained in full working order.

- b) Upon replacement of a roof on which solar panels are installed, or replacement of previously approved solar panels, the solar energy system must be reinstalled in the same manner as the originally approved system. Any deviation from the original approval will require a new review and approval from the AC.

4.0 STANDARDS FOR GROUND-MOUNTED SOLAR ENERGY SYSTEMS

- a) Ground-mounted systems are permissible, provided such a system is located in the back or side yard (not front yard), and is completely out of view from all areas open to common or public access.

- b) Reverse angle or tracking platforms or mechanisms that allow devices to tilt seasonally, permanently, or by time of day are allowed on ground-mounted systems, so long as this functionality does not result in visibility from areas open to common or public access above the fence or screening.

- c) Installations must comply with applicable local, state, and national building and/or energy codes; all necessary permits must be obtained by the property owner.

5.0 REQUIREMENTS FOR SOLAR SYSTEM REQUESTS TO HRHA ARCHITECTURAL COMMITTEE (AC)

All solar energy systems require AC approval. The following documents must be included along with the required application or request form:

- a) Plans showing visibility of the system from areas open to common or public access (i.e., public streets, neighboring lots, or association properties or common areas) and a site map showing the orientation of the home in relation to other properties. This map shall include the proposed location of all solar devices. Site maps created from web-based applications (i.e., Google Earth, etc.) are acceptable.

- b) A conceptual drawing (with dimensions) showing the proposed location of the system, the number of solar devices, how the equipment will be mounted, as well as a description of any visible auxiliary equipment.

- c) Photographs or manufacturer literature for all proposed system components including specifications, color, materials, etc.

- d) Documentation that the system meets the required technical guidelines of this policy.

This instrument was prepared by Gregory C. Irbly of Irbly Law LLC, 47 West Marion Street, Danville, Indiana 46122; Telephone: (317) 745-3301.

Cara Davidson
Notary Public
County of Residence: Marion
My Commission Expires: 2/16/2027

Cara Davidson, Notary Public
Marion County, State of Indiana
Commission No: NP0718407
My Commission Expires 02/06/2027 Printed:



seal.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official

as their free and voluntary act and deed.

Before me, a Notary Public in and for said County and State, on this 14th day of June, 2023, personally appeared Jeremy Burner, the Board of Directors of Hawthorne Ridge Homeowners Association Inc., who acknowledged the execution of the above and foregoing

STATE OF INDIANA)
)
) SS:)
) COUNTY OF HENDRICKS)

[signature page 1]

This instrument was prepared by Gregory C. Irby of Irby Law LLC, 47 West Marion Street, Danville, Indiana 46122; Telephone: (317) 745-3301.

Cara Davidson, Notary Public
 Marion County, State of Indiana
 Commission No: NP0718407
 My Commission Expires 02/06/2027
 Printed: _____
 Cara Davidson
 My Commission Expires: _____
 County of Residence: Marion
 a/6/2027



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Before me, a Notary Public in and for said County and State, on this 23rd day of June, 2023, personally appeared Joyce Fillenwarth, the Board of Directors of Hawthorne Ridge Homeowners Association Inc., who acknowledged the execution of the above and foregoing as their free and voluntary act and deed.

)
) STATE OF INDIANA
)
) SS:
)
) COUNTY OF HENDRICKS
)

[signature page 2]

This instrument was prepared by Gregory C. Irby of Irby Law LLC, 47 West Marion Street, Danville, Indiana 46122; Telephone: (317) 745-3301.

Printed: Cara Davidson
My Commission Expires 02/06/2027
Notary Public
County of Residence: Marion
My Commission Expires: 2/6/2027

Cara Davidson, Notary Public
Marion County, State of Indiana
Commission No: NP0718407
My Commission Expires 02/06/2027



seal.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official

as their free and voluntary act and deed.

Before me, a Notary Public in and for said County and State, on this 16th day of June, 2023, personally appeared Dave Mansfield, the Board of Directors of Hawthorne Ridge Homeowners Association Inc., who acknowledged the execution of the above and foregoing

STATE OF INDIANA)
)
(SS:
)
COUNTY OF HENDRICKS)

[signature page 3]

This instrument was prepared by Gregory C. Iby of Iby Law LLC, 47 West Marion Street, Danville, Indiana 46122; Telephone: (317) 745-3301.

Cara Davidson
Printed: Cara Davidson
My Commission Expires 02/06/2027
Notary Public
County of Residence: Marion
My Commission Expires: 2/6/2027



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Before me, a Notary Public in and for said County and State, on this 26th day of June, 2023, personally appeared Mark Jess, the Board of Directors of Hawthorne Ridge Homeowners Association Inc., who acknowledged the execution of the above and foregoing as their free and voluntary act and deed.

STATE OF INDIANA)
(SS:)
COUNTY OF HENDRICKS)

[signature page 5]

This instrument was prepared by Gregory C. Irby of Irby Law LLC, 47 West Marion Street, Danville, Indiana 46122; Telephone: (317) 745-3301.

Printed: Cara Davidson
Notary Public
County of Residence: Marion
My Commission Expires: 2/6/2027

Cara Davidson, Notary Public
Marion County, State of Indiana
Commission No: NP0718407
My Commission Expires 02/06/2027



seal.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official

Before me, a Notary Public in and for said County and State, on this 23rd day of June, 2023, personally Carol Hoyt, the Board of Directors of Hawthorne Ridge Homeowners Association Inc., who acknowledged the execution of the above and foregoing as their free and voluntary act and deed.

STATE OF INDIANA)
) SS:)
COUNTY OF HENDRICKS)

[signature page 6]

This instrument was prepared by Gregory C. Iby of Iby Law LLC, 47 West Marion Street, Danville, Indiana 46122; Telephone: (317) 745-3301.

Printed: Cara Davidson
Notary Public
County of Residence: Marion
My Commission Expires: 2/6/2027

Cara Davidson, Notary Public
Marion County, State of Indiana
Commission No: NP0718407
My Commission Expires 02/06/2027



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Before me, a Notary Public in and for said County and State, on this 21st day of June, 2023, personally appeared Rosie Fakes, the Board of Directors of Hawthorne Ridge Homeowners Association Inc., who acknowledged the execution of the above and foregoing as their free and voluntary act and deed.

STATE OF INDIANA)
) SS:)
COUNTY OF HENDRICKS)

[signature page 8]

NAME: Danielle Ferguson
I 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.

This instrument was prepared by Gregory C. Irby of Irby Law LLC, 47 West Marion Street,
Danville, Indiana 46122; Telephone: (317) 745-3301.

Printed: Cara Davidson
Notary Public
County of Residence: Marion
My Commission Expires: 2/6/2027

Cara Davidson, Notary Public
Marion County, State of Indiana
Commission No: NP0718407
My Commission Expires 02/06/2027



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Before me, a Notary Public in and for said County and State, on this 20th day of June, 2023 personally appeared Terry Carr, the Board of Directors of Hawthorne Ridge Homeowners Association Inc., who acknowledged the execution of the above and foregoing as their free and voluntary act and deed.

STATE OF INDIANA)
) SS:)
COUNTY OF HENDRICKS)