

DECLARATION OF RESTRICTIONS  
SPRINGMILL CROSSING

THIS DECLARATION made this 27<sup>th</sup> day of August, 1985, by The Shorewood Corporation, an Indiana corporation (hereinafter referred to as the "Developer"), WITNESSETH:

WHEREAS, the Developer is the owner of all of the lands contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands will be subdivided and known as "Springmill Crossing" (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the offices of the Recorder of Hamilton County, Indiana, and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and the future owners thereof:

NOW THEREFORE, The Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purposed of enhancing and protecting the value, desirability and therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the Springmill Crossing Development Control Committee, composed of three members appointed by the Developer who shall subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee.

B. "Association" shall mean the Springmill Crossing Property Owners' Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in paragraph 9 of this Declaration.

C. "Lot" shall mean any parcel of real estate excluding "Blocks", whether residential or otherwise, described by one of the plats of the Development which is recorded in the office of the Recorder of Hamilton County, Indiana.

D. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing, signed with respect to the Developer or the Association, by the President or a Vice President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as a security for the performance of an obligation.

2. CHARACTER OF THE DEVELOPMENT

A. In General. Every lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structures shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house and such outbuildings as are usually accessory to dwelling houses.

B. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposed or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties. That the foregoing is subject to the rules, regulations and ordinances of the City of Carmel and of its building commissioners.

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision, on recorded easements, right-of-ways, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements shall be as specified in the recorded plats of the various sections of the Development.

B. Residential Set-Back Requirements.

i. In General. Unless otherwise provided in these restrictions or on the record plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

ii. Definitions. "Side line" means a lot boundary line that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

iii. Front Yard. The front building set-back lines shall be the designated number of feet from the right-of-way of the road upon which the lot abuts as set forth upon the plats of the Development. In no event, however, shall the front building set-back lines be less than 35 feet from the right-of-way which the lot abuts.

iv. Side Yards. The side yard set-back lines shall not be less than 10 feet from the side line of the lot on one side and the total of both side yards shall not be less than 25 feet.

v. Rear Yards. The rear set-back line shall be at least 20 feet from the rear line except for those lots which include a portion of or abuts, joins or are located adjacent to the Panhandle Eastern Pipeline Easement in which case the rear set-back line shall either be the outer boundary line of the easement or a distance of 20 feet from the rear line of the lot, whichever is greater.

vi. **Lots Which Fall Within the Panhandle Eastern Pipeline Easement.** For those lots which fall within the Panhandle Eastern Pipeline Easement, the front yard, side yard, and/or rear yard set-back requirements shall be the greater of either the distances and requirements contained in subparagraphs iii, iv, and/or v. of paragraphs B, Item 3 of this Declaration of Restrictions or the distance from the Panhandle Eastern pipe to the outer boundary line of the easement, as measured at right angles.

vii. **Structures, Fences, Excavation, Pools, Etc., Prohibited In Panhandle Eastern Pipeline Easement.** No permanent or non-permanent buildings, structures, fences or improvements of any kind or type shall be placed in the Panhandle Eastern Pipeline Easement except public roads, streets, and public utilities. Also, no lot owner shall permit any excavation or earth moving of any kind within the easement.

C. **Maximum Height of Structures.** No building or structure of any type shall exceed 25 feet in height, and in accordance with the Carmel zoning ordinance the said 25' in height shall be defined and measured as follows: The vertical distance from the lot ground level to the highest point of the roof for a flat roof; to the deck line of the mansard roof; and to the mean height between eaves and ridges for gable, hip and gambrel roofs.

D. **Minimum Lot Width And Lot Size.** All lots within the subdivision shall have a minimum width of 100 feet measured at the building line, and shall have a minimum lot size of 12,000 square feet.

E. **Fences and Trees.** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed. A lot must have at least two (2) trees growing upon it in the front yard by the time the house is completed, and if this requires plantings by the owner, the Committee must approve the size and location of such trees.

F. **Exterior Construction.** The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, roll brick siding or any other similar material. All driveways must be paved with asphalt or concrete from their point of connection with the abutting street or road.

G. **Heating Plants and Garages.** Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house. Geo-Thermal heat pumps shall be a closed loop system. Every house in the Development must have a garage.

H. **Diligence in Construction.** Every building whose construction or placement on any residential lot in the Development is begun shall be completed within nine (9) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

I. **Time in Which to Build Structures.** The time or times within which the owners of the residential lots within the Development must construct and complete, ready for habitation, houses on their lots after their purchase of the lot will be designated on the recorded plats of the section within the Development, if any. If a house is not completed upon a lot within the prescribed time, the Developer shall have the right to repurchase such lot for a price, in cash, equal to the owner's cost basis in the lot, including the cost of improvements until the time that a house is completed upon such lot in the manner set out in this Declaration.

J. **Prohibition of Used Structures.** All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

K. Maintenance of Lots and Improvements. The owner of any lot in the Development shall at all times maintain the lot and any other improvements situated therein in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall:

- i. Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- ii. Remove all debris or rubbish.
- iii. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- iv. Cut down and remove dead trees.
- v. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.
- vi. Within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.

L. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

#### 4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE

A. Nuisance. No outside toilets shall be permitted on any lot in the Development (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to enter any storm drain. By purchase of a lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Developer or the Association in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither the Developer nor the Association, nor any officer, agent, employee, nor contractor thereof, shall be liable for any damage which may result from enforcement of this paragraph.

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hamilton County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers. Copies of all permits, plans and designs relating to the construction of a sanitary sewer service line shall be submitted in duplicate to the Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.

5. SUMP PUMPS

If a sump pump is required to be installed on a lot within the development, the owner shall connect the sump pump into the drain which will be installed by the developer. For additional restrictions, see Page 11.

6. INDIVIDUAL YARD LIGHTS REQUIRED ON EACH LOT IN THE DEVELOPMENT

At the time that the owner of the lot in the Development completes the construction of a home on his lot, he shall install or cause to have installed a dusk-to-dawn yard light in the front yard of his lot. The design, type and location of the yard light shall be subject to the approval of the Committee which may require, for the purpose of uniformity and appearance, that said yard light be purchased from the Developer or its designee.

7. MAILBOXES

Owners of a lot in the Development shall install or cause or have installed a mailbox which shall be in accordance with the design, type and location of a mailbox approved by the Committee. The Committee may require, for the purpose of uniformity and appearance that the mailbox be purchased from the Developer or its designee.

8. SNOW REMOVAL

Snow removal shall be the responsibility of the Property Owners' Association in the event the county is unable or unwilling to provide such service.

9. STREET SIGNS

The Association shall be responsible for the placement, replacement, care and maintenance of all street signs and markers located in the Development.

10. GENERAL PROHIBITIONS

A. In General. No noxious or offensive activities shall be carried on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any other owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Committee except for real estate sales signs.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No campers, trailers, boats, or similar vehicles shall be parked on any street or lot in the Development. No boat or truck, one (1) ton or larger in size, shall be parked for overnight or longer storage on any lot in the Development, unless the same shall be parked in the such a manner that it is not visible to the occupants of other lots in the Development, or the users of any street in the Development.

E. Garbage and Other Refuse. No owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Any receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development at anytime, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot.

I. Ditches and Swales. It shall be the duty of the owner on every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonable necessary to accomplish the purposes of this subsection. All owners, if necessary, shall install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the Committee of Hamilton County, Indiana, and of the appropriate zoning bodies.

J. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, without the approval of the Committee.

L. Prohibition on Antennas. No exposed radio, cable and television antennas and/or dishes shall be permitted within the Development.

#### 11. SPRINGMILL CROSSING DEVELOPMENT CONTROL COMMITTEE

A. Statement of Purposes and Powers. The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

i. Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All building plans and drawing required to be submitted to the Committee shall be drawn to a scale of  $\frac{1}{4}'' = 1'$  and all plot plans shall be drawn to a scale of  $1'' = 30'$ , or to such other scale as the Committee shall require. There shall also be submitted, where applicable, the permits or reports required under paragraph 3 of these Restrictions.

ii. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvements, 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;

b. The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot of with adjacent buildings or structures;

c. The proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of other owners.

iii. Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within 30 days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, 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 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.

D. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

E. Continuation of Committee. When the Developer notifies the Association of discontinuance of his Architectural Control Committee, then the Directors of the Association, or their designees, shall continue the functions of the Committee with like powers.

## 12. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.

Whenever two or more contiguous lots in the Development 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 dwelling house, 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 dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling house.

## 13. OWNERSHIP, USE AND ENJOYMENT OF COMMONS AND RECREATIONAL FACILITIES.

“Commons”, “Commons Area”, and “Recreational Facilities” shall mean those areas set aside for conveyance to the Association, as shown on the plat. Any commons and recreational facility depicted on the recorded plats of the Development shall remain private, and neither the Developer’s execution of recording of the plats nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the commons or recreational facilities.

A license upon such terms and conditions as the Developer, and the successors, assigns or licensees of the Developer, shall from time to time grant, for the use and enjoyment of the commons, and any recreational facilities, is granted to the persons who are from time to time members of the Association. Ownership of any commons and recreational facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion. Such conveyance shall be subject to easements and restrictions on record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such commons and recreational facilities to the Association. In addition to the pool, pool accessory building and other common areas, the 20’ planting strip easement along 136<sup>th</sup> Street and along Springmill Road shall be conveyed by the Developer to the Association which shall maintain the same.

14. SPRINGMILL CROSSING PROPERTY OWNERS ASSOCIATION, INC.

A. In General.

i. There has been or will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "Springmill Crossing Property Owners' Association, Inc.", which is referred to as the "Association". Every owner of a residential lot in the Development shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these Restrictions on other owners of residential lots within the Development and on members of the Association, including those provisions with respect to the payment of an annual charge.

B. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

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

- a. On the date the Developer sells the last lot which it owns in the Development, and the Developer no longer owns any lots or land in the Development; or
- b. On January 1, 1995.

C. Board of Directors. The members shall elect a Board of Directors of the Association as prescribed the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

D. Professional Management. No contract or agreement for professional management of the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

E. Responsibilities of the Association.

i. The Association shall maintain the landscaping in and along 136<sup>th</sup> Street and along Springmill Road and the landscape easements shown on the plat(s) and shall keep such areas in a neat, clean and presentable condition at all times.

ii. The Association shall maintain and repair the Common Areas shown on the plat(s) including improvements thereon.

iii. The Association shall provide for the maintenance and operation of the pool, pool accessory building, drainage ponds, pumps, and drainage areas located within the Development.

iv. The Association shall procure and maintain casualty insurance for the Common Areas, liability insurance (including directors' and officers' insurance) and such other insurance as it deems necessary or advisable.

v. The Association may contract for such service as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.



## 15. COVENANT FOR MAINTENANCE ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot in the subdivision, except the Developer, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, 1) monthly assessments or charges; and 2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. No charge or assessment shall ever be levied by the Association against the Developer.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and improvements, pool, pumps, drainage ponds, all properties owned, operated or maintained by the Association, and the landscape easements on the Development and other purposes as specifically provided herein.

C. Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

D. Notice and Quorum for Any Action Authorized Under Sections C and D. Written notice of any meeting called for the purpose of taking any action authorized under Section C or D shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

E. Date of Commencement of Monthly Assessments; Due Dates. The monthly assessment provided for herein shall commence for each lot on the date of conveyance to the owner by deed or on the date the owner signs a land contract to purchase a lot. The Board of Directors shall fix any increase in the amount of the monthly assessment at least 30 days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any lot shall be binding upon the Association as of the date of its issuance.

F. Effect of Nonpayment of Assessments; Remedies of the Association. Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the owner or owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of 12% per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys' fees, incurred by the Association in collecting the same. Every owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring,

making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph of the Restrictions.

The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

G. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any lot pursuant to the foreclosure of any first mortgage on such lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

H. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the services to be provided by the Association together with the right to use the facilities of the Association, of any member of associate member i) for any period during which any of the Association's charges or any fines assessed under these Restriction owed by the member or associate member remains unpaid; ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and iii) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

## 16. REMEDIES

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

## 17. EFFECT OF BECOMING AN OWNER

The owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer of a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the owner acknowledges the rights and powers of the Developer, Committee and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such owners covenant and agree and consent to and with the Developer, Committee and the Association and to and with the owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

## 18. ADDITIONAL RESTRICTIONS FOR SUMP PUMPS

A. Outlets for sump pump water will be provided in this subdivision by the Developer or home builder at the time of lot development.

B. If during the excavation for the foundation for the crawl space or basement, ground water is encountered, or the area in which the house is located is in a high water table area per the County Surveyor or City, an outlet will be provided directly to a storm sewer or approved open ditch with a plastic pipe. The route of this outlet is to be via platted easements and approved by the proper agencies.

C. The outlets for sump pumps for lots not within a high water table area may be outletted in the rear yard only 25' from all lot lines or any interior easement boundary. The location and method of construction shall be approved with the building permit.

D. The construction of any outlet shall not be started until appropriate permits have been acquired from the local building authority.

E. All plans for sump pump outlets shall be submitted to the proper agency with the building plans.

F. The maintenance of drainage pipes and facilities for the discharge of sump pumps shall be the responsibility of the individual homeowner and/or a homeowner's association.

G. Any work to be done in an established drainage and/or utility easement shall be approved by the City or County Surveyor.

H. Where a storm sewer exists on or one is directly adjacent to the lot under consideration, ALL sump pumps shall tie directly via underground pipe into the storm sewer.

## 19. TITLES

The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

## 20. DURATION

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2080, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the Development.

## 21. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 27<sup>th</sup> day of August, 1985.

THE SHOREWOOD CORPORATION

By: \_\_\_\_\_  
Stanley E. Hunt, President

ATTEST:

\_\_\_\_\_  
John F. Culp, Assistant Secretary

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON        )

Subscribed and sworn to before me a Notary Public in and for said County and State this 27<sup>th</sup> day of August, 1985.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

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

My County of Residence: \_\_\_\_\_

This instrument was prepared by John F. Culp, attorney at law.

**EXHIBIT "A"**

The Southeast Quarter of the Northwest Quarter of Section 23, Township 18 North, Range 3 East, and Part of the Southwest Quarter of Section 23, Township 18 North, Range 3 East in Hamilton County, Indiana, the perimeter of said real estate being more particularly described as follows:

Beginning on the South line of the Southwest Quarter of Section 23, Township 18 North, Range 3 East 825.62 feet North 89 degrees 05 minutes 16 seconds East (assumed bearing) from the Southwest corner of said Southwest Quarter; thence North 89 degrees 05 minutes 16 seconds East on and along said South line 509.37 feet to the Southwest corner of the Southeast Quarter of said Southwest Quarter; thence North 00 degrees 11 minutes 46 seconds East on and along the West line of the Southeast Quarter of said Southwest Quarter 468.11 feet; thence North 89 degrees 05 minutes 16 seconds East parallel with said South line 148.09 feet; thence South 01 degrees 51 minutes 29 seconds West 468.57 feet to a point on said South line 1200.49 feet West of the Southeast corner of said Southwest Quarter; thence North 89 degrees 05 minutes 16 seconds East on and along said South line 1200.49 feet to said Southeast corner; thence North 00 degrees 04 minutes 47 seconds East on and along the East line of said Southwest Quarter 2642.97 feet to the Southeast corner of the Northwest Quarter of said Section 23; thence North 00 degrees 01 minutes 13 seconds East on and along the East line of said Northwest Quarter 1317.18 feet to the Northeast corner of the Southeast Quarter of said Northwest Quarter; thence South 89 degrees 02 minutes 38 seconds West on and along the North line of the Southeast Quarter of said Northwest Quarter 1328.70 feet to the Northwest corner thereof; thence South 00 degrees 03 minutes 39 seconds West on and along the West line of the Southeast Quarter of said Northwest Quarter 1318.26 feet to the North line of the aforesaid Southwest Quarter; thence South 88 degrees 59 minutes 52 seconds West on and along said North line 1329.66 feet to the Northwest corner of said Southwest Quarter; thence South 00 degrees 18 minutes 46 seconds West on and along the West line of said Southwest Quarter 934.64 feet; thence South 89 degrees 22 minutes 47 seconds East 322.00 feet; thence South 01 degrees 11 minutes 21 seconds West 192.51 feet; thence North 89 degrees 39 minutes 14 seconds West 319.05 feet to a point on said West line 1128.67 feet South of the Northwest corner of said Southwest Quarter; thence South 00 degrees 18 minutes 46 seconds West on and along said West line 190.83 feet to the Northwest corner of the Southwest Quarter of said Southwest Quarter; thence North 89 degrees 02 minutes 35 seconds East on and along the North line of the Southwest Quarter of said Southwest Quarter 825.63 feet; thence South 00 degrees 18 minutes 46 seconds West parallel with the West line of said Southwest Quarter 1320.15 feet to the place of beginning, containing 173.773 acres, more or less.

Excepting there from the following-described real estate:

Part of the Southwest Quarter of Section 23, Township 18 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 23, Township 18 North, Range 3 East, said point being South 00 degrees 18 minutes 46 seconds West (assumed bearing) 1319.50 feet to the Northwest corner of said Southwest Quarter of Section 23; thence North 89 degrees 02 minutes 35 seconds East along the North line of the Southwest Quarter of said Southwest Quarter 319.13 feet; thence North 00 degrees 18 minutes 46 seconds East parallel with the West line of said Southwest Quarter 183.57 feet; thence North 89 degrees 39 minutes 14 seconds West 319.05 feet to the West line of said Southwest Quarter; thence South 00 degrees 18 minutes 46 seconds West along said West line 190.83 feet to the place of beginning, containing 1.37 acres, more or less.

Subject to the right-of-way of Springmill Road along the entire West side of the above-described tract.

Subject further to any other legal easements and rights-of-way.

**AMENDMENT OF DECLARATION  
OF RESTRICTIONS FOR SPRINGMILL CROSSING**

THIS INSTRUMENT WITNESSETH:

WHEREAS, The Shorewood Corporation, a Pennsylvania Corporation (hereinafter referred to as “the Developer”) is the owner of all of the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, and

WHEREAS, the Developer is developing the land described in Exhibit A into a platted subdivision known as Springmill Crossing, and

WHEREAS, in anticipation of sale and conveyance of residential lots within the Springmill Crossing subdivision the Developer has recorded a certain “Declaration of Restrictions, Springmill Crossing” which restrictions are recorded as Instrument Number 86-06804 in Book 186, Pages 943 thru 955 in the Office of the Recorder of Hamilton County, Indiana, and

WHEREAS, the above-referenced Declaration of Restrictions contains a certain typographical error which the Developer wishes to correct prior to effecting the sale of any residential lots in the Springmill Crossing subdivision,

NOW, THEREFORE, the Developer, as the fee simple owner of the land described in Exhibit A hereto, does hereby AMEND the “Declaration of Restrictions, Springmill Crossing” as follows:

Paragraph 18 of the above-referenced Declaration of Restrictions states that “Association shall mean the Springmill Crossing Property Owners” Association, Inc., a non-for-profit corporation, the membership and powers of which are more fully described in Paragraph 9 of this Declaration”. Said Declaration of Restrictions is hereby amended to read that the powers of the Springmill Crossing Property Owners’ Association, Inc., are more fully described in Paragraph 14 of the Declaration of Restrictions.

In all other respects, the "Declaration of Restrictions, Springmill Crossing" shall remain the same.

IN WITNESS WHEREOF, the Developer has caused this Amendment of Restrictions to be executed this 11<sup>th</sup> day of September, 1986.

BY: \_\_\_\_\_  
John F. Culp  
Vice President

ATTEST: \_\_\_\_\_  
Nancy Martikke  
Assistant Secretary

STATE OF INDIANA            )  
  ) SS:  
COUNTY of HAMILTON        )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively of The Shorewood Corporation, who acknowledged execution of the foregoing Amendment of Declaration of Restrictions for Springmill Crossing for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of September, 1986.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

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

My County of Residence: \_\_\_\_\_

This instrument was prepared by Hayes T. O'Brien, Attorney at Law.