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DECLARATION OF COVENANTS AND  
RESTRICTIONS  
  
OF  
  
THE SPRINGMILL TRAILS AMENITY CENTER

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**OF THE SPRINGMILL TRAILS AMENITY CENTER**

**TABLE OF CONTENTS**

	<b>Page</b>
Section 1. Recitals.....	1
Section 2. Amenity Declaration and Relation to Neighborhood Declarations and Associations .....	2
A. Amenity Declaration .....	2
B. Relation to Neighborhood Declarations .....	2
C. Relation of Amenity Association to Neighborhood Associations.....	2
Section 3. Additions to and Withdrawals from the Property.....	2
A. Additions .....	2
B. Withdrawals .....	3
Section 4. Amenity Area .....	3
A. Development and Construction of Amenity Area .....	3
B. Maintenance .....	3
C. Ownership .....	3
D. Density of Use.....	3
E. Management and Control.....	3
F. Easements of Enjoyment.....	3
G. Extent of Easement .....	3
H. Rights of Use.....	4
I. Damage or Destruction by Owner.....	4
J. Conveyance of Title.....	4
K. Use and Improvements.....	4
Section 5. Boulevard Enhancements .....	4
Section 6. The Amenity Association, Inc.....	4
A. Membership .....	4
B. Powers.....	4
C. Board of Directors.....	4
D. Maintenance Standards .....	5
E. Insurance, Taxes and Utilities .....	5
Section 7. Assessments .....	5
A. Creation.....	5
B. Lien and Personal Obligation .....	5
C. Annual Amenity Assessment .....	5
D. Capital Assessment .....	6
E. Special Assessments.....	6
F. Effect of Nonpayment of Assessments: Remedies of the Amenity.....	6
G. Subordination of the Lien to Mortgages.....	6
H. Certifications .....	6
I. Amenity Association's Annual Budget.....	7
J. Violation Assessment.....	7
Section 8. Amenity Area Contribution.....	7
A. Amenity Contributions.....	7
B. Obligation to pay Contributions .....	7

Section 9.	Enforcement .....	7
Section 10	Amendments .....	8
	A. By Declarant .....	8
	B. By Amenity Board .....	8
	C. Prohibited Amendments.....	8
	D. Effective Date .....	8
Section 11.	Interpretation .....	8
Section 12.	Duration.....	8
Section 13.	Severability .....	8
Section 14.	Right to Approve Additional Covenants .....	8

**DECLARATION OF COVENANTS AND RESTRICTIONS OF  
THE SPRINGMILL TRAILS AMENITY CENTER**

This Declaration of Covenants and Restrictions of the Springmill Trails Amenity Center (the "Amenity Declaration"), is made as of the 19 day of November, 2012, by Wilfong Development Company, LLP, an Indiana limited liability company, M/I Homes First Indiana, LLC, an Indiana Limited Liability Company and Paul L. Wilfong;

**WITNESSETH:**

**WHEREAS**, Wilfong Development Company, LLP, M/I Homes First Indiana, LLC, an Indiana Limited Liability Company ("M/I") and Paul L. Wilfong (collectively the "Title Holders") each own a part and together own all of that certain real estate located in Hamilton County, Indiana, and more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "A" (the "Real Estate");

**WHEREAS**, the real estate located in Hamilton County and particularly described and graphically illustrated in what is attached hereto and incorporated herein by reference as Exhibit "B", together with all real estate contiguous therewith, shall mean and be referred to throughout this Amenity Declaration as the "Additional Real Estate";

**WHEREAS**, the word "Property" as used throughout this Amenity Declaration shall mean and refer to the Real Estate together with such portions of the Additional Real Estate as may be made subject to this Amenity Declaration per the terms of Section 3 below;

**Whereas**, all capitalized terms set forth in this Amenity Declaration shall have the meaning ascribed to them throughout this Amenity Declaration and in what is attached hereto and incorporated herein by reference as Exhibit "C";

**WHEREAS**, the Title Holders hereby appoint SMT Amenity Declarant, LLC and its successors and assigns to be the Amenity Declarant (the "Amenity Declarant") to possess all of the rights, authority and powers specified in this Amenity Declaration;

**WHEREAS**, Amenity Declarant desires to provide for the preservation and maintenance of the Amenity Area and the improvements thereon and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of the Lots in the Neighborhoods;

**WHEREAS**, Amenity Declarant has or will incorporate under the laws of the State of Indiana a nonprofit to be known as the Springmill Trails Amenity Center Association, Inc.; and,

**WHEREAS**, per the terms of this Amenity Declaration, the Amenity Association shall develop the Amenity Area and construct the Amenities for the use and enjoyment of the Owners of Lots in the Neighborhoods and, further, shall maintain the Boulevard Enhancement, subject to the terms of this Amenity Declaration.

NOW, THEREFORE, Amenity Declarant hereby declares that all of the Lots and land in the Property and such additions thereto as may hereafter be made pursuant to Section 3 hereof, as they are held and shall be held, owned, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following Restrictions, all of which are declared, established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and of each of the Residences, Lots and lands situated therein. The Restrictions shall run with the land and the Property and shall be binding upon Amenity Declarant, its respective successors and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Amenity Declarant and its successors in title to the Property or any part or parts thereof.

Section 1. Definitions. Capitalized terms used in this Amenity Declaration shall have the meaning given such terms in Exhibit C attached hereto and made a part hereof, unless the context clearly requires otherwise.

Section 2. Amenity Declaration and Relation to Neighborhood Declarations and Neighborhood Associations.

(A) Amenity Declaration. Amenity Declarant hereby expressly declares that the Property and any additions thereto pursuant to Section 3 below shall be held, transferred, and occupied subject to the Restrictions. The Owner of any Lot subject to the Restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from a Title Holder, Designated Builder, the Amenity Declarant or a subsequent Owner of such Lot or Residence, or (ii) by the act of occupancy of any Lot or Residence, shall accept such deed, execute such contract and take such occupancy subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of Amenity Declarant and of the Amenity Association with respect to the Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Amenity Declarant, the Amenity Association, and the Owners and subsequent Owners of each of the Lots affected by the Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

(B) Relation to Neighborhood Declarations. This Amenity Declaration is intended primarily to address the Amenity Area and the Boulevard Enhancements and shall be in addition to each Neighborhood Declaration. In the event of a conflict between the terms of this Amenity Declaration and any Neighborhood Declaration, the terms of this Amenity Declaration shall control.

(C) Relation of Amenity Association to Neighborhood Associations. The Amenity Association is intended primarily to address the Amenity Area and the Boulevard Enhancements and shall be in addition to each Neighborhood Association. In the event of a conflict between the terms of the Amenity Articles and the Amenity By-Laws, on the one hand, and the articles of incorporation and bylaws of any Neighborhood Association, on the other hand, the terms of the Amenity Articles and the Amenity By-Laws shall control.

Section 3. Additions to and Withdrawals from the Property.

(A) Additions. As of the date of the execution of this Amenity Declaration the Property comprises the Real Estate. Amenity Declarant in its discretion shall have the right, and hereby reserves on to itself the unilateral right, at any time, and from time to time, at any time prior to the Applicable Date, to add to the Property and subject to this Amenity Declaration all or any part of the Additional Real Estate; provided, however, that the addition of any parts of the Additional Real Estate not owned by the Declarant at the time the same are subjected to this Amenity Declaration shall require the written consent of such Owner. Any portion of the Additional Real Estate shall be added to the Property, and therefore and thereby becomes a part of the Property and subject in all respects to this Amenity Declaration and all rights, obligations, and privileges herein, when Amenity Declarant records of the Recorder of Hamilton County, Indiana an instrument so declaring the same to be part of the Property, which instrument may be contained in a Plat. Upon recording of any such instrument on or before the Applicable Date, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners of any Lots within such real estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of Owners and Lots within the Property. No single exercise of Amenity Declarant's right and option to add and expand the Property as to any part or parts of the Additional Real Estate shall preclude the Amenity Declarant from thereafter from time to time further expanding and adding to the Property to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised by Amenity Declarant from time to time as to all or any portions of the Additional Real Estate so long as such expansion is accomplished on or before the expiration of the Applicable Date. Such expansion of the Property is in the discretion of the Amenity

Declarant and nothing contained in this Amenity Declaration or otherwise shall require the Amenity Declarant to expand the Property beyond the Real Estate, or to any portions of the Additional Real Estate, which the Amenity Declarant may voluntarily and in its discretion from time to time subject to this Amenity Declaration.

(B) Withdrawals. So long as it has a right to annex Additional Real Estate pursuant to Section 3, Amenity Declarant reserves the right in its discretion to amend this Amenity Declaration and for any purpose including, without limitation, the purpose of removing any portion of the Property, which has not yet been improved with Residence(s), from the coverage of this Amenity Declaration. Such amendment shall not require the consent of any Person other than the owner(s) of the property to be withdrawn, if not the Amenity Declarant.

Section 4. Amenity Area. The development, ownership and maintenance of any Amenity Area shall be in accordance with the following and other applicable provisions of this Amenity Declaration:

(A) Development and Construction of Amenity Area. Subject to force majeure, the Amenity Association shall substantially complete the development and construction of the Amenity Area not later than three hundred sixty five (365) days after the recordation with the Recorder of Hamilton County, Indiana of all Plats for the entirety of the Property and the collection of all Amenity Contributions applicable thereto (the "Completion Date"); provided, however, that if both the Amenity Association and the Amenity Declarant agree, in writing, that the total Amenity Contributions are insufficient to complete the construction and development of the Amenity Area, then the Amenity Contribution contributed by each Plat Owner, less such Plat Owners pro-rata share of all amounts paid to the Amenity Declarant per the terms of Section 8(A) below, shall be refunded, without interest, to Neighborhood Association established pursuant to the Neighborhood Declaration to which such Plat Owner's Plat(s) are subject.

(B) Maintenance. The Amenity Association shall be responsible for maintaining the Amenity Area, and the Maintenance Costs thereof shall be assessed as a Annual Amenity Assessment against all Lots as set forth below in Section 7;

(C) Ownership. Unless expressly stated in a recorded instrument, the Amenity Area and the Amenities shall remain private, and neither Amenity Declarant's execution or recording of an instrument portraying the Amenity Area, nor the doing of any other act by Amenity Declarant is, or is intended to be, or shall be construed as, a dedication to the public of the Amenity Area.

(D) Density of Use. Amenity Declarant expressly disclaims any warranties or representations regarding the density or intensity of use of the Amenity Area or the Amenities.

(E) Management and Control. The Amenity Association, subject to the rights of Amenity Declarant, shall be responsible for the exclusive management and control of the Amenity Area and shall keep the Amenity Area and Amenities in good, clean, attractive and sanitary condition, order and repair.

(F) Easements of Enjoyment. No Person shall have any right or easement of enjoyment in or to the Amenity Area except to the extent granted by, and subject to the terms and provisions of, this Amenity Declaration. Such rights and easements as are thus granted shall be appurtenant to and shall pass with the title to every Lot for whose benefit they are granted.

(G) Extent of Easements. The easements of enjoyment created hereby shall be subject to the following:

1. The right of the Amenity Association, as to Amenity Area, to establish reasonable, uniform rules and regulations for the use of the Amenity Area and the Amenities (including but not limited to use of identification cards), but no such rule or regulation shall be inconsistent with the provisions of this Amenity Declaration;

2. The right of the Amenity Association, as to Amenity Area, to suspend the right of an Owner and all Persons whose right to use the Amenity Area derives from

such owner's ownership of a Lot (including Occupants) to use all or any portions of such Amenity Area for any period during which any Annual Amenity Assessment against the Owner's Lot remains unpaid for more than thirty (30) days after notice;

3. The right of the Amenity Association, as to Amenity Area, to suspend the right of an Owner or any Person claiming through the Owner (including Occupants) to use all or any portion of such Amenity Area for a period not to exceed sixty (60) consecutive days for any other infraction of this Amenity Declaration, or any rules or regulations adopted by the Amenity Association.

4. The right of the Amenity Association, as to Amenity Area, to mortgage any or all of such Amenity Area and the Amenities for the purposes of improvements to, or repair of, such Amenity Area and the Amenities, pursuant to approval of the Amenity Board.

(H) Rights of Use. Each Owner and Occupant, and the members of their family and their guests, may use the Amenity Area and the Amenities (or part thereof) on the same terms and subject to the same limitations as such Person subject to such general, uniform rules, regulations, policies and procedures consistent with the provisions of this Amenity Declaration as may be established from time to time by the Amenity Association. Except as otherwise provided herein, the Amenity Association may restrict use of the Amenity Area and the Amenities by guests of Persons whose use thereof is authorized in this Amenity Declaration.

(I) Damage or Destruction by Owner. In the event the Amenity Area or any or the Amenities is damaged or destroyed by any Owner or Occupant or any of their family members, guests, licensees or agents, such Owner authorizes the Amenity Association to repair said damaged area and the Amenity Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Amenity Association in the discretion of the Amenity Association. An amount equal to the costs incurred to effect such repairs shall be assessed against such Owner as a Special Assessment and shall constitute a lien upon the Lot of said Owner, which may be collected per the terms of Section 7 below.

(J) Conveyance of Title. Amenity Declarant may but is not obligated to retain the legal title to the Amenity Area and the Amenity Facilities until the Applicable Date; provided, however, that the Amenity Declarant hereby shall convey to the Association the title, by quitclaim deed, prior to the Applicable Date.

(K) Use and Improvements. Unless approved by the Amenity Declarant, in its sole discretion, prior to the Applicable Date, or by the Amenity Board, in its sole discretion, after the Applicable Date, no permanent improvements shall be made to or installed on any Amenity Area. The use of the Amenity Area shall be subject to uniform rules, regulations, policies and procedures adopted by the Amenity Board, in its discretion, which shall not be inconsistent with the provisions of this Amenity Declaration.

Section 5. Boulevard Enhancements The Amenity Association shall provide the Boulevard Enhancements within the Boulevard Segment, including the planting of annuals flowers within the Boulevard Segment and the irrigation and maintenance of landscaping within the Boulevard Segment.

Section 6. The Amenity Association, Inc.

(A) Membership. The Amenity Association shall not have members.

(B) Powers. The Amenity Association shall have such powers as are set forth in this Amenity Declaration and in the Amenity Articles and Amenity By-Laws.

(C) Board of Directors. Prior to the Applicable Date, and as specified in the Amenity Bylaws, (i) one (1) member of the Amenity Board shall be appointed by and serve at the pleasure of M/I and all other members of the Amenity Board shall be appointed by

and serve at the pleasure of the Amenity Declarant (ii) the one (1) member of the Amenity Board appointed by and serving at the pleasure of M/I may be removed and replaced by M/I at any time and for any reason and all vacancies in the member of the Amenity Board appointed by and serving at the pleasure of the M/I shall be filled by the M/I (iii) any and all members of the Amenity Board appointed by and serving at the pleasure of the Amenity Declarant may be removed and replaced by the Amenity Declarant at any time and for any reason and all vacancies in the members of the Amenity Board appointed by and serving at the pleasure of the Amenity Declarant shall be filled by the Amenity Declarant; provided, however, that M/I at any time may relinquish and assign to the Amenity Declarant M/I's right to appoint, remove or replace one (1) member of the Amenity Board. After the Applicable Date, members of the Amenity Board shall consist of the one (1) Selected Member from each Neighborhood Association's board of directors, which Selected Member shall be designated, appointed, or removed by the in the manner set forth in the Amenity Bylaws.

(D) Maintenance Standards. In each instance in which this Amenity Declaration imposes on the Amenity Association maintenance obligations with respect to the Amenity Area, the Amenity Association shall maintain the Amenity Area or designated part thereof in good condition, order and repair. Grass, trees, shrubs and other plantings located on the Amenity Area and Boulevard Segment for which the Amenity Association has maintenance responsibility shall be irrigated and shall be kept properly and neatly cut, cultivated or trimmed as reasonably required and otherwise maintained at all times in good and sightly condition appropriate to a first-class master planned, mixed-use community.

(E) Insurance, Taxes and Utilities. The Amenity Association shall maintain public liability and casualty insurance in prudent amounts insuring against risk of loss to the Amenity Declarant and the Amenity Association on account of injury to person or property and damage to the Amenity Area and the Amenities, shall maintain errors and omissions insurance insuring its officers and directors, and shall pay all taxes assessed against the Amenity Area and all utility charges incurred with respect to Amenity Area.

#### Section 7. Assessments.

(A) Creation. Each Owner (other than Exempt Owners) of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Amenity Association: (i) Annual Amenity Assessments, (ii) Capital Assessments and (iii) Special Assessments to be established and collected as hereinafter provided.

(B) Lien and Personal Obligation. All Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. The Amenity Board, in its discretion, is hereby fully authorized to record with the Recorder of Hamilton County a written instrument evidencing the lien, against the applicable Lot, for any delinquent Assessments. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due. Notwithstanding the foregoing, and, except as hereinafter provided, without limiting the personal obligation of any such Person, the Amenity Board, in its discretion may, from time to time, elect to require the collection of any Assessments by and through a Neighborhood Association, which shall then, per the terms of this Amenity Declaration, allocate and pro-rate the Assessments of the Amenity Association to Owners within the Neighborhood made the subject of such Neighborhood Association, and such Neighborhood Association, along with the Owners within the Neighborhood made the subject of such Neighborhood Association, shall be personally liable therefore.

(C) Annual Amenity Assessment.

1. The Annual Amenity Assessment levied by the Amenity Association shall be used exclusively for the Amenity Obligations. The



Amenity Board, in its discretion, from time to time may but shall not be obligated to establish and maintain a reserve fund for replacements by the allocation from the Annual Amenity Assessment and the payment to such reserve fund of an amount determined annually by the Amenity Board, in its discretion, to be sufficient to meet the cost of periodic significant capital repairs, renewals and replacements of the Amenities. The Annual Amenity Assessment shall be paid annually, on a date established by the Amenity Board.

2. The Annual Amenity Assessment shall be allocated, pro-rata and uniformly, among all Owners other than an Exempt Owner. The Amount of the Annual Assessment to be paid by each such Owner, other than an Exempt Owner, shall be equal to the lesser of (i) the Annual Budget divided by four hundred (400) or (ii) the Annual Budget divided by the total number of lots that are not occupied by an Exempt Owner.

(D) Capital Assessment. The Amenity Board, in its discretion, may levy against all Owners other than Exempt Owners, in any calendar year, a Capital Assessment applicable to that year and not more than the next four (4) succeeding calendar years for the purpose of defraying, in whole or in part, the cost of any repair, or replacement of a capital improvement upon the Amenity Area, including any of the Amenities.

(E) Special Assessments. In the event the Amenity Assessment for any calendar year after the Applicable Date is inadequate to cover the costs incurred by the Amenity Association to satisfy the Amenity Obligations in such calendar year, the Amenity Board in its discretion may levy upon all Owners other than Exempt Owners, as a Special Assessment, an Assessment to cure such inadequacy. Such Special Assessment shall be allocated among the Owners in the same manner as the Annual Amenity Assessment is allocated among Owners.

(F) Effect of Nonpayment of Assessments; Remedies of the Amenity Association. Any Assessments not paid within thirty (30) days after the due date may, upon resolution of the Amenity Board, bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Amenity Board for each Assessment year. The Amenity Association shall be entitled to institute in any court of competent jurisdiction any lawful action to collect a delinquent Assessment and to foreclose the lien of such delinquent Assessments in the same manner in which mortgages are foreclosed in the State of Indiana, and shall also be entitled to collect any expenses or costs, including reasonable attorney's fees incurred by the Amenity Association in collecting such Assessment. If the Amenity Association has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Amenity Association may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Amenity Area or the Amenities or by abandonment of a Lot.

(G) Subordination of the Lien to Mortgages. To the extent specified herein, the lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the lien of any Assessment. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such Assessments as to payments which became due more than six (6) months prior to such sale or transfer and no sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

(H) Certificates. The Amenity Association shall, upon demand in writing by an Owner, at any time, furnish a certificate in writing signed by an officer of the Amenity Association that the Assessments by the Amenity Association on a Lot have been paid or

that certain such Assessments remain unpaid, as the case may be.

(I) Amenity Association's Annual Budget. By a majority vote of the Amenity Directors, the Amenity Board in its discretion shall adopt the Amenity Association's Annual Budget for the subsequent calendar year, which shall provide for allocation of expenses in such a manner that the Amenity Obligations will be met. The Amenity Board may from time to time, in its discretion, include in the Amenity Association's Annual Budget a capital reserve in an amount sufficient to meet the projected need with respect to both amount and timing of significant reconstruction, repair or replacement of the Amenities.

(J) Violation Assessment. In addition to all other Assessments authorized in this Amenity Declaration, the Amenity Board, in its discretion, may levy a Violation Assessment against an Owner, (i) for a violation of this Amenity Declaration or (ii) for damages if any portion of the Amenity Area or the Amenities is damaged due to the willful or negligent act or omission of such Owner or Owner's guest or invitee. Any such Violation Assessment shall be a lien on the subject Owner's Lot and may be collected per the terms of Section 7 above. In the event of such damage, the Amenity Board shall have the right to undertake the necessary maintenance, repair or replacement. The choice between repair and replacement is in the discretion of the Amenity Board.

Section 8. Amenity Area Contribution Immediately upon the recordation with the Recorder of Hamilton County, Indiana of each and every Plat of the each part of the Real Estate, the Plat Owner thereof shall pay to the Amenity Association the sum of one thousand dollars (\$1,000.00) multiplied by the total number of Lots within such Plat. Immediately upon the recordation with the Recorder of Hamilton County, Indiana of each and every Plat of the each part of the Additional Real Estate that has been added or annexed to the Amenity Declaration per the terms of Section 3 above, the Plat Owner thereof shall pay to the Amenity Association a sum of money (the "Per Lot Sum"), determined by the Amenity Declarant in its sole discretion, multiplied by the total number of Lots within such Plat, which Per Lot Sum may exceed but shall not be less than the sum of one thousand dollars (\$1,000.00). The Amounts paid to the Amenity Association pursuant to this Section 8 shall be referred to, throughout this Amenity Declaration, as the "Amenity Contribution".

(A) The sum of all Amenity Contributions paid over time shall be used and released by the Amenity Association to fund (i) the acquisition of the Amenity Area at a cost of twenty five thousand dollars (\$25,000.00) per acre, (ii) all engineering, architectural and other soft costs incurred by the Amenity Association incident to the design and construction of the Amenity Area, (iii) all legal fees and expenses incurred by the Amenity Declarant or the Title Holders incident to the preparation of legal documents pertaining to the Amenity Area including, without limitation, the costs of preparing this Amenity Declaration and the Amenity Association and the costs of revising Neighborhood Declarations and corresponding associations to comport with the terms of the Amenity Declaration and the Amenity Association and (iv) the costs of developing the Amenity Area and constructing the Amenities.

(B) The obligation to pay the Amenity Area Contribution shall be the personal obligation of each Plat Owner and such Plat Owner's Amenity Area Contribution shall be a lien on the real estate within the subject Plat and, in the event of a failure to timely pay the Amenity Area Contribution, the Amenity Association shall be entitled to collect the Amenity Area Contribution, along with reasonable attorneys' fees, costs and interest in the manner and per the terms set forth above in Section 7.

Section 9. Enforcement. The Amenity Association, the Amenity Declarant, any Neighborhood Association, any Neighborhood Declarant and any Owner, together or individually, shall have the right to enforce, by proceeding at law or in equity all Restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amenity Declaration, but neither the Amenity Declarant, nor any Neighborhood Association, nor any Neighborhood Declarant nor any Owner shall be liable for damage of any kind to any Person for failure to enforce or carry out any of the Restrictions. No delay or failure by any Person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that Person of the right to do so thereafter, or an estoppel of that Person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In

any action to enforce this Amenity Declaration, the prevailing party shall be entitled to recover costs of litigation and reasonable attorneys' fees.

Section 10. Amendments.

(A) By Declarant. The Amenity Declarant hereby reserves the right, at any time prior to the Applicable Date, to unilaterally amend and revise the provisions, standards, covenants and restrictions contained in this Amenity Declaration, unless the amendment of a particular provision of this Amenity Declaration is explicitly prohibited by this Amenity Declaration. Such amendments shall be in writing, executed by Amenity Declarant, and recorded with the Recorder of Hamilton County, Indiana.

(B) By Amenity Board. After the Applicable Date, this Amenity Declaration may be amended at any time by an instrument signed by a majority of the votes of the Amenity Board cast at a meeting of the Amenity Board duly called for the purpose of amending this Amenity Declaration; provided, however, that any such amendment that affects the rights and powers of the Amenity Declarant under this Amenity Declaration shall be ineffective absent the Amenity Declarant's written consent.

(C) Prohibited Amendments. Any amendments to any Neighborhood Declarations that attempt to terminate, modify, revise or amend, in any manner, the application to the subject Neighborhood of this Amenity Declaration or any or all of the covenants, conditions, Restrictions or agreements set forth in this Amenity Declaration are prohibited and shall be null and void and without any force or effect.

(D) Effective Date. Any amendment shall become effective upon its recordation in the Office of the Recorder of Hamilton County, Indiana.

Section 11. Interpretation. The underlined titles preceding the various Sections and Sub-Sections of this Amenity Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Amenity Declaration. 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. The word "herein" shall mean the entire Amenity Declaration and shall not mean only the paragraph or Section in which the word "herein" appears.

Section 12. Duration. This Amenity Declaration and its covenants and Restrictions are for the mutual benefit and protection of the present and future Neighborhoods, Owners, the Amenity Association, and Amenity Declarant, and shall run with the land and shall be binding on all parties and all Persons claiming under them until January 1, 2070, at which time this Amenity Declaration and its covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless amended per the terms and conditions set forth in Section 10.

Section 13. 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 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.

Section 14. Right to Approve Additional Covenants. Prior to the Applicable Date, no Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Property without Amenity Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed and recorded by Amenity Declarant.

(Signature Pages follow)

IN TESTIMONY WHEREOF, the Owners and the Amenity Declarant have executed this Amenity Declaration.

SMT Amenity Declarant, LLC an Indiana limited liability company,

By: Ralph L. Wilfong II  
Ralph L. Wilfong, II, member

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong II, the member of SMT Amenity Declarant, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of the Springmill Trails Amenity Center on behalf of said entity.

WITNESS my hand and Notarial Seal this 14<sup>th</sup> day of November, 2012.

[Signature]  
Notary Public

SCOTT L SAUCEDO  
(Printed Signature)



My Commission Expires: 2-1-2013

My County of Residence: HAMILTON

M/I Homes First Indiana, LLC, an Indiana Limited Liability Company

By: [Signature]  
By: \_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Cliff White the Area Pres of M/I Homes First Indiana, LLC, an Indiana Limited Liability Company, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of the Springmill Trails Amenity Center on behalf of said entity.

WITNESS my hand and Notarial Seal this 19 day of November, 2012.

Cassie Braughton  
Notary Public  
Cassie Braughton  
(Printed Signature)

My Commission Expires: 8/20/15  
My County of Residence: Putnam



Cassie Braughton  
Notary Public, State of Indiana  
My Commission Expires 8/20/2015  
County of Residence: Putnam

Wilfong Development Company, LLP, an  
Indiana Limited Liability Company

By: R.L. Wilfong II

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared R.L. Wilfong II, the ~~General Partner~~ of Wilfong Development Company, LLP, an Indiana limited liability partnership, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of the Springmill Trails Amenity Center on behalf of said entity.

WITNESS my hand and Notarial Seal this 14<sup>th</sup> day of NOVEMBER, 2012.



[Signature]  
Notary Public  
SCOTT L SAUCEDO  
(Printed Signature)

My Commission Expires: 2-1-2013  
My County of Residence: HAMILTON

[Signature]  
Paul L. Wilfong

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Paul L. Wilfong, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of the Springmill Trails Amenity Center.

WITNESS my hand and Notarial Seal this 16<sup>th</sup> day of NOVEMBER, 2012.



[Signature]  
Notary Public  
SCOTT L SAUCEDO

(Printed Signature)

My Commission Expires: 2-1-2013

My County of Residence: HAMILTON

This instrument prepared by, and after recording, return to: Charles D. Frankenberger, NELSON & FRANKENBERGER, 3105 E. 98<sup>th</sup> Street, Suite 170, Indianapolis, IN 46280

Pursuant to IC 36-2-11(b)(2), 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 – Charles D. Frankenberger.

**Exhibit "A"**

**Tract 1**

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN HAMILTON COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE EAST LINE OF SAID SOUTHWEST QUARTER SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST (ASSUMED BEARING) 207.38 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER SOUTH 89 DEGREES 23 MINUTES 53 SECONDS WEST 1323.24 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE ON SAID WEST LINE NORTH 00 DEGREES 10 MINUTES 40 SECONDS EAST 207.38 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 23 MINUTES 53 SECONDS EAST 1323.29 FEET TO THE POINT OF BEGINNING, CONTAINING 6.30 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED REAL ESTATE:

**Tract 2**

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN HAMILTON COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE EAST LINE OF SAID SOUTHWEST QUARTER SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST (ASSUMED BEARING) 207.38 FEET TO A MAG NAIL AT THE SOUTHEAST CORNER OF A 6.30 ACRE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT NO. 2004-00048213 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ON THE EAST LINE OF SAID SOUTHWEST QUARTER SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST 652.99 FEET TO A MAG NAIL AT THE NORTHEAST CORNER OF A 3.0 ACRE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT NO. 1991-01973; THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST 435.60 FEET TO A 5/8 INCH STEEL REBAR WITH RED CAP AT THE NORTHWEST CORNER OF SAID 3.0 ACRE TRACT; THENCE SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST, 300.00 FEET TO THE SOUTHWEST CORNER OF SAID 3.0 ACRE TRACT; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, ALONG THE SOUTH LINE OF SAID 3.0 ACRE TRACT, 53.54 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST 10.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 15.00 FEET; THENCE SOUTH 00 DEGREES 11

MINUTES 34 SECONDS WEST 159.61 FEET TO A CAPPED REBAR ON THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE SOUTH 89 DEGREES 19 MINUTES 04 SECONDS WEST, 955.87 FEET TO A CAPPED REBAR AT THE SOUTHWEST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE NORTH 00 DEGREES 10 MINUTES 40 SECONDS EAST, ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION, 1118.84 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP "MILLER SURVEY S0083" AT THE SOUTHWEST CORNER OF A 6.30 ACRE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT NO. 2004-00048213; THENCE ON THE SOUTH LINE OF SAID 6.30 ACRE TRACT NORTH 89 DEGREES 23 MINUTES 53 SECONDS EAST 1323.24 FEET TO THE POINT OF BEGINNING, CONTAINING 29.543 ACERS, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED REAL ESTATE:

**Tract 3**

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN HAMILTON COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE EAST LINE OF SAID SOUTHWEST QUARTER SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST (ASSUMED BEARING) 860.37 FEET TO THE NORTHEAST CORNER OF A 3.0 ACRE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT NO. 1991-01973 AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST, ALONG SAID EAST LINE, 60.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST 367.06 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST 2.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST 15.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST 238.00 FEET TO THE SOUTH LINE OF SAID 3.0 ACRE TRACT; THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST 53.54 FEET TO THE SOUTHWEST CORNER OF SAID 3.0 ACRE TRACT; THENCE NORTH 00 DEGREES 11 MINUTES 34 SECONDS EAST 300.00 FEET TO THE NORTHWEST CORNER OF SAID 3.0 ACRE TRACT; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 435.60 FEET TO THE POINT OF BEGINNING, CONTAINING 0.896 ACRES, MORE OR LESS.



**Exhibit "B"**

**Tract 1**

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST AND RUN THENCE EAST 280 FEET; THENCE SOUTH 480 FEET; THENCE WEST 280 FEET, TO THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE NORTH 480 FEET, TO THE PLACE OF BEGINNING, CONTAINING 3.0 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED REAL ESTATE:

**TRACT 2**

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST LOCATED IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE NORTH LINE OF SAID QUARTER QUARTER SECTION, NORTH 89 DEGREES 28 MINUTES 42 SECONDS EAST (ASSUMED BEARING) 280.00 FEET TO A MAG NAIL AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ON SAID NORTH LINE NORTH 89 DEGREES 28 MINUTES 42 SECONDS EAST 272.59 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION, SOUTH 00 DEGREES 10 MINUTES 40 SECONDS WEST 480.00 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID QUARTER QUARTER, SOUTH 89 DEGREES 28 MINUTES 42 SECONDS WEST 272.59 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING; ON THE EAST LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 200300044437; THENCE ON SAID EAST LINE NORTH 00 DEGREES 10 MINUTES 40 SECONDS EAST 480.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.00 ACRES MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED REAL ESTATE:

**Tract 3**

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST LOCATED IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKER AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE NORTH LINE OF SAID QUARTER SECTION, NORTH 89 DEGREES 28 MINUTES 42 SECONDS EAST (ASSUMED BEARING) 552.59 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ON SAID NORTH LINE NORTH 89 DEGREES 28 MINUTES 42 SECONDS EAST 771.03 FEET TO A HARRISON MONUMENT MARKER AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE ON THE EAST LINE OF SAID QUARTER QUARTER SECTION, SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST 1324.37 FEET TO A MAG NAIL AT THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE ON SOUTH LINE OF SAID QUARTER QUARTER SECTION, SOUTH 89 DEGREES 23 MINUTES 53 SECONDS WEST 1323.29 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING AT THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE ON THE WEST LINE OF SAID QUARTER QUARTER SECTION NORTH 00 DEGREES 10 MINUTES 40 SECONDS EAST 846.22 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING ON THE SOUTH LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 200300044437; THENCE ON SAID SOUTH LINE AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER QUARTER SECTION, NORTH 89 DEGREES 28 MINUTES 42 SECONDS EAST 552.59 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 40 SECONDS EAST 480.00 FEET TO THE POINT OF BEGINNING, CONTAINING 34.17 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED REAL ESTATE:

#### Tract 4

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN HAMILTON COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE EAST LINE OF SAID SOUTHWEST QUARTER SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST (ASSUMED BEARING) 207.38 FEET TO A MAG NAIL AT THE SOUTHEAST CORNER OF 6.30 ACRE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 2004-00048213 AND POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ON THE EAST LINE OF SAID SOUTHWEST QUARTER SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST 652.99 FEET TO A MAG NAIL AT THE NORTHEAST CORNER OF A 3.0 ACRE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 1991-01973; THENCE NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST 435.60 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP CAPPED "MILLER SURVEY S0083" AT THE NORTHWEST CORNER OF SAID 3.0 ACRE TRACT; THENCE SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST 300.00 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP CAPPED "MILLER SURVEY S0083" AT THE SOUTHWEST CORNER OF SAID 3.00 ACRE TRACT; THENCE ON THE SOUTH LINE OF SAID 3.0 ACRE TRACT SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 435.60 FEET TO A MAG NAIL ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER; THENCE ON SAID EAST LINE SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST 164.00 FEET TO A 5/8 INCH STEEL REBAR AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE ON THE EAST LINE SAID NORTHWEST QUARTER SOUTH 00 DEGREES 04 MINUTES 29 SECONDS WEST 94.78 FEET TO A MAG NAIL; THENCE SOUTH 89 DEGREES 19 MINUTES 04 SECONDS WEST 1619.98 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP CAPPED "MILLER SURVEY S0083" ON THE WEST LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN 1995-09566673; THENCE ON SAID WEST LINE NORTH 00 DEGREES 04 MINUTES 42 SECONDS EAST 95.66 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP CAPPED "MILLER SURVEY S0083" ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST 297.00 FEET TO A 1/2 INCH STEEL REBAR AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE ON THE WEST LINE OF SAID SOUTHWEST QUARTER NORTH 00 DEGREES 10 MINUTES 40 SECONDS EAST 1118.84 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP CAPPED "MILLER SURVEY S0083" AT THE SOUTHWEST CORNER OF A 6.30 ACRE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 2004-00048213; THENCE ON THE SOUTH LINE OF SAID 6.30 ACRE TRACT NORTH 89 DEGREES 23 MINUTES 53 SECONDS EAST 1323.24 FEET TO THE POINT OF BEGINNING, CONTAINING 34.48 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED REAL ESTATE:

#### Tract 5

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA; THENCE NORTH 00 DEGREES 04 MINUTES 59 SECONDS EAST 164.00 FEET ON THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER TO A PK NAIL SET AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89 DEGREES 55 MINUTES 01 SECONDS WEST 435.60 FEET TO A 5/8 INCH REBAR W/CAP SET; THENCE NORTH 00 DEGREES 04 MINUTES 59 SECONDS EAST 300.00 FEET PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER TO A 5/8 INCH REBAR W/CAP SET; THENCE SOUTH 89 DEGREES 55 MINUTES 01 SECONDS EAST 435.00 FEET TO A PK NAIL SET ON THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 04 MINUTES 59 SECONDS WEST 300.00 FEET ON THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING, CONTAINING 3.00 ACRES, MORE OR LESS

TOGETHER WITH THE FOLLOWING DESCRIBED REAL ESTATE:

**Tract 6**

The East half of the Northwest Quarter and a part of the West half of the Northeast Quarter, all in Section 34, Township 19 North, Range 3 East of the second principal meridian, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the West half of the Northeast Quarter of said Section 34; thence North 89 degrees 22 minutes 13 seconds East (assumed bearing) 165.44 feet along the North line of said half-quarter Section, thence South 00 degrees 06 minutes 26 seconds West 272.75 feet parallel to the East line of the West half of said half-quarter section; thence North 89 degrees 22 minutes 13 seconds East 496.33 feet parallel to said North line to a point on said East line; thence South 00 degrees 06 minutes 26 seconds West along said East line 2372.49 feet to a point on the South line of the Northeast quarter of said section 34; thence South 89 degrees 23 minutes 01 seconds along said South line 661.91 feet to the Southwest corner of said Northeast quarter; thence South 89 degrees 13 minutes 00 seconds West along the South line of the East half of the Northwest quarter of said section 34 to the Southwest corner of said half-quarter section; thence North 00 degrees 05 minutes 26 seconds East along the West line of said half-quarter section 2648.76 feet to the Northwest corner of said half-quarter section; thence North 89 degrees 22 minutes 34 seconds East 1323.65 feet along the North line of said half-quarter section to the point of beginning, containing 117.50 acres, more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED REAL ESTATE:

**Tract 7**

PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, CONTAINING 80 ACRES, MORE OR LESS, IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA.

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE EAST LINE OF SAID NORTHEAST QUARTER SOUTH 00 DEGREES 10 MINUTES 40 SECONDS WEST (ASSUMED BEARING) 2652.44 FEET (2640 DEED) TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER SECTION; THENCE ON THE SOUTH LINE OF SAID NORTHEAST QUARTER SECTION SOUTH 89 DEGREES 29 MINUTES 14 SECONDS WEST 634.90 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" ON THE WEST LINE OF A 33.5 ACRE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 9709710348 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ON SAID WEST LINE NORTH 00 DEGREES 45 MINUTES 46 SECONDS EAST 1564.05 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" ON THE SOUTH LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 200200015750; THENCE ON SAID SOUTH LINE SOUTH 89 DEGREES 20 MINUTES 15 SECONDS WEST 315.10 FEET TO THE WEST LINE OF SAID TRACT OF REAL STATE DESCRIBED IN INSTRUMENT NO. 200200015750; THENCE ON SAID WEST LINE NORTH 00 DEGREES 39 MINUTES 45 SECONDS EAST 1086.91 FEET TO A MAG NAIL ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID NORTH LINE SOUTH 89 DEGREES 20 MINUTES 15 SECONDS WEST 374.23 FEET TO A MAG NAIL ON THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE ON SAID WEST LINE SOUTH 00 DEGREES 05 MINUTES 59 SECONDS WEST 2648.94 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID SOUTH LINE NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST 685.67 FEET TO THE POINT OF BEGINNING, CONTAINING 34.44 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED REAL ESTATE:

## Tract 8

PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE EAST LINE OF SAID NORTHEAST QUARTER SOUTH 00 DEGREES 10 MINUTES 40 SECONDS WEST (ASSUMED BEARING) 2652.44 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER SECTION; THENCE ON THE SOUTH LINE OF SAID NORTHEAST QUARTER SECTION SOUTH 89 DEGREES 29 MINUTES 14 SECONDS WEST 634.90 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" ON THE WEST LINE OF A 33.5 ACRE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 9709710348; THENCE ON SAID WEST LINE NORTH 00 DEGREES 45 MINUTES 46 SECONDS EAST 1564.07 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" ON THE SOUTH LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 200200015750; THENCE ON SAID SOUTH LINE SOUTH 89 DEGREES 20 MINUTES 15 SECONDS WEST 315.10 FEET TO THE WEST LINE OF SAID TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT NO. 200200015750; THENCE ON SAID WEST LINE NORTH 00 DEGREES 39 MINUTES 45 SECONDS WEST 564.19 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" ON THE NORTH LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 200200015750; THENCE ON SAID NORTH LINE NORTH 89 DEGREES 20 MINUTES 15 SECONDS EAST 521.00 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 00 DEGREES 39 MINUTES 45 SECONDS WEST 522.72 FEET TO A MAG ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID NORTH LINE NORTH 89 DEGREES 20 MINUTES 15 SECONDS EAST 118.15 FEET TO A MAG NAIL; THENCE SOUTH 00 DEGREES 39 MINUTES 45 SECONDS EAST 768.28 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 89 DEGREES 20 MINUTES 15 SECONDS EAST 157.03 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 00 DEGREES 39 MINUTES 45 SECONDS WEST 768.28 FEET TO A MAG NAIL ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID NORTH LINE NORTH 89 DEGREES 20 MINUTES 15 SECONDS EAST 153.82 FEET TO THE POINT OF BEGINNING, CONTAINING 37.00 ACRES, MORE OR LESS.

## **EXCLUDING FROM ALL OF THE TRACTS 1 THRU 8 ABOVE THE FOLLOWING:**

PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE EAST LINE OF SAID NORTHEAST QUARTER SOUTH 00 DEGREES 10 MINUTES 40 SECONDS WEST (ASSUMED BEARING) 2652.44 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER SECTION; THENCE ON THE SOUTH LINE OF SAID NORTHEAST QUARTER SECTION SOUTH 89 DEGREES 29 MINUTES 14 SECONDS WEST 1320.57 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" AT THE SOUTHWEST CORNER OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE ON THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER SECTION NORTH 00 DEGREES 05 MINUTES 59 SECONDS EAST 935.20 FEET MORE OR LESS TO THE CENTERLINE OF THE LITTLE EAGLE CREEK DRAIN; THENCE THE FOLLOWING NINETEEN COURSES ARE ON THE CENTERLINE OF SAID LITTLE EAGLE CREEK DRAIN; (1) NORTH 68 DEGREES 58 MINUTES 37 SECONDS 19.35 FEET; (2) THENCE NORTH 10 DEGREES 18 MINUTES 45 SECONDS EAST 31.12 FEET; (3) THENCE 29 DEGREES 35 MINUTES 47 SECONDS 39.48 FEET; (4) THENCE NORTH 39 DEGREES 32 MINUTES 24 SECONDS 110.28 FEET; (5) THENCE NORTH 51 DEGREES 47 MINUTES 14 SECONDS 92.59 FEET; (6) THENCE

NORTH 40 DEGREES 23 MINUTES 09 SECONDS EAST 57.84 FEET; (7) THENCE NORTH 53 DEGREES 40 MINUTES 03 SECONDS EAST 114.02 FEET; (8) THENCE NORTH 18 DEGREES 24 MINUTES 35 SECONDS EAST 65.41 FEET; (9) THENCE NORTH 44 DEGREES 35 MINUTES 50 SECONDS EAST 62.49 FEET; (10) THENCE NORTH 28 DEGREES 16 MINUTES 45 SECONDS EAST 128.55 FEET; (11) THENCE SOUTH 86 DEGREES 06 MINUTES 09 SECONDS EAST 28.88 FEET; (12) THENCE NORTH 35 DEGREES 44 MINUTES 39 SECONDS EAST 80.80 FEET; (13) THENCE NORTH 16 DEGREES 18 MINUTES 20 SECONDS EAST 63.18 FEET; (14) THENCE NORTH 04 DEGREES 13 MINUTES 31 SECONDS EAST 139.38 FEET; (15) NORTH 09 DEGREES 12 MINUTES 49 SECONDS EAST 147.02 FEET; (16) THENCE NORTH 07 DEGREES 21 MINUTES 28 SECONDS WEST 41.06 FEET; (17) THENCE NORTH 05 DEGREES 42 MINUTES 12 SECONDS EAST 66.71 FEET; (18) THENCE 07 DEGREES 36 MINUTES 53 SECONDS EAST 122.22 FEET; (19) THENCE NORTH 08 DEGREES 25 MINUTES 27 SECONDS EAST 15.72 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 15 SECONDS EAST 315.92 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 00 DEGREES 39 MINUTES 45 SECONDS WEST 522.72 FEET TO A MAG ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID NORTH LINE NORTH 89 DEGREES 20 MINUTES 15 SECONDS EAST 118.15 FEET TO A MAG NAIL; THENCE SOUTH 00 DEGREES 39 MINUTES 45 SECONDS EAST 768.28 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 89 DEGREES 20 MINUTES 15 SECONDS EAST 157.03 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 00 DEGREES 39 MINUTES 45 SECONDS WEST 768.28 FEET TO A MAG NAIL ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID NORTH LINE NORTH 89 DEGREES 20 MINUTES 15 SECONDS EAST 153.82 FEET TO THE POINT OF BEGINNING, CONTAINING 55.83 ACRES, MORE OR LESS.

ALSO EXCLUDING FROM ALL OF THE TRACTS 1 THRU 8 ABOVE THE REAL ESTATE COMPRISING 36.749 ACRES, MORE OR LESS AND LEGALY DESCRIBED IN WHAT IS ATTACHED TO AND INCORPORATED INTO THIS AMENITY DECLARATION AS EXHIBIT 'A'.



**EXHIBIT C**  
**DEFINITIONS**

“Additional Real Estate” means the real estate located in Hamilton County, Indiana and particularly described in what is attached hereto and incorporated herein by reference as Exhibit B, along with all real estate contiguous therewith.

“Amenities” shall mean the amenities to be constructed by the Amenity Association in the Amenity Area and shall include (i) a clubhouse that is a minimum of 1,200 square feet in size and that includes changing areas, bathrooms, a small gathering area and a kitchenette, (ii) a parking lot, (iii) a larger pool not less than 1,250 square feet in size, (iv) a smaller pool of not less than 250 square feet in size and (v) a playground area. Subject to the amount of the Amenity Contributions, the Amenity Declarant, in its sole discretion, may require in the Amenity Area more amenities than described in the immediately preceding sentence of this definition and, further, all of the attributes of the Amenities including, without limitation, the location, size, configuration, architecture, design, lighting and landscaping of the Amenities, shall be determined by the Amenity Declarant in its sole discretion.

“Amenity Area” shall mean the approximately 2 acres of real estate located within Property. The configuration and location of the Amenity Area shall be determined by the Amenity Declarant in its sole discretion.

“Amenity Articles” means the Articles of Incorporation Amenity Association of the Amenity Association, as amended from time to time.

“Amenity Association” means the Springmill Trails Amenity Center Association, Inc., an Indiana nonprofit Amenity Association, its successors and assigns.

“Amenity Association’s Annual Budget” means the costs, as determined by the Amenity Association’s Board, in its discretion, of fulfilling the Amenity Association’s Obligations on an annual basis.

“Amenity Board” means the Board of Directors of the Amenity Association.

“Amenity By-Laws” means the Code of By-Laws of the Amenity Association, as amended from time to time.

“Amenity Declarant” means SMT Amenity Declarant, LLC an Indiana limited liability company, and its successors and assigns to interest in the Property other than any Owners purchasing Lots or Residences by deed from Amenity Declarant (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Amenity Declarant).

“Amenity Obligations” means, collectively, the cost as determined by the Amenity Board in its discretion of fulfilling the Maintenance Costs and any other obligations of the Amenity Association set forth in this Amenity Declaration.

“Annual Amenity Assessment” means an Assessment made pursuant to Section 7 of the Amenity Declaration.

“Applicable Date” means the date that Amenity Declarant has voluntarily relinquished its rights as the Amenity Declarant under this Amenity Declaration, as established in a written notice to the Amenity Association, signed by the Amenity Declarant. The document by which Amenity Declarant establishes the Applicable Date may allow Amenity Declarant to reserve the right to require Amenity Declarant’s prior written approval of certain actions by the Amenity Association.

“Assessments” means all sums assessed against the Owners or as declared by this Amenity Declaration, the Amenity Articles or the Amenity By-Laws including, without limitation, the Annual Assessment, any Capital Assessment, Special Assessment and Violation Assessment.

“Boulevard Enhancements” means the mowing, irrigating and fertilizing of the grass within the Boulevard Segment, the planting of annuals flowers within the Boulevard Segment and the irrigating and maintaining of landscaping within the Boulevard Segment.



“Boulevard Segment” means the segment of the main boulevard conceptually identified on what is attached hereto and incorporated herein by reference as Exhibit “D”. The Boulevard Segment shall include only right of way dedicated to the City of Westfield, Indiana, and shall not include any common areas not within such right of way. The actual location, configuration and size of the Boulevard Segment shall later be determined by the Amenity Declarant, in its sole discretion, after the boulevard is actually constructed.

“Capital Assessment” means an Assessment made pursuant to Section 15(E) of the Amenity Declaration.

“Designated Builder” means, (i) for such period as designated in writing by Amenity Declarant, any Person regularly engaged in the business of the construction of Residences and who is designated in writing by Amenity Declarant as a “Designated Builder” and (ii) M/I and its successors and assigns, provided that such successors and assigns are regularly engaged in the business of the construction of Residences.

“Exempt Owner” means any (i) Designated Builder owning a Lot on which there is a residence not occupied, leased or sold on contract by such Designated Builder, (ii) Plat Owner or (iii) Neighborhood Declarant.

“Lot(s)” mean any and all lots, identified on any and all Plats, intended for the development and construction of a detached or attached single family residence.

“Maintain,” as it refers to any physical item means maintain, repair, replace and remove as necessary or appropriate.

“Maintenance Costs” means all of the costs, as determined by the Amenity Board, in its discretion, necessary to keep the Amenity Area, the Amenities and the Boulevard Enhancements operational and in good condition, including but not limited to the cost of all upkeep, maintenance, repair, and replacement of all or any part of any the Amenity Area, the Amenities or the Boulevard Enhancement, and the payment of all insurance premiums for public liability, casualty and other insurance maintained with respect to the Amenities, all utility charges relating to such amenities, all taxes imposed on the Amenities and on the Amenity Area, and any other expense related to the continuous maintenance, operation, or improvement of the Amenity Area, the Amenities and the Boulevard Enhancements.

“Majority” means any number greater than fifty percent (50%).

“Mortgagee” means the holder of a first mortgage on a Lot.

“Neighborhood(s)” shall mean any and all discrete portions of the Property containing fifty (50) or more Lots and declared in writing by the Declarant, in its sole discretion, to be a Neighborhood.

“Neighborhood Association” means any nonprofit Neighborhood Association established pursuant to a Neighborhood Declaration to carry out functions specified in such Neighborhood Declaration.

“Neighborhood Board” means the board of directors of a Neighborhood Association.

“Neighborhood Declaration(s)” shall mean any and all Declarations of Covenants, Conditions and Restrictions recorded with the Recorder of Hamilton County, and applicable to any Neighborhood.

“Occupant” means any Person who is in possession of a Residence either as an Owner or as a tenant pursuant to a lease or other occupancy agreement.

“Owner” means Person, including without limitation a Title Holder, a Designated Builder, the Amenity Declarant, or a subsequent Owner who at the time has or is acquiring legal title to a Lot, except a Person who has or is acquiring such title merely as security for the performance of an obligation.

“Person” means an individual, firm, Amenity Association, partnership, limited liability company, association, trust or other legal entity, or any combination thereof.

“Plats” means any and all final secondary plats of the Property that are recorded in the Office of the Recorder of Hamilton County, Indiana.

“Plat Owner” means the Person owning the real estate made the subject of a Plat at the time such Plat is recorded with the Recorder of Hamilton County, Indiana.

“Property” means certain Real Estate and such other parts of the Additional Real Estate as may from time to time be annexed thereto under the provision of Section 3 of this Amenity Declaration.

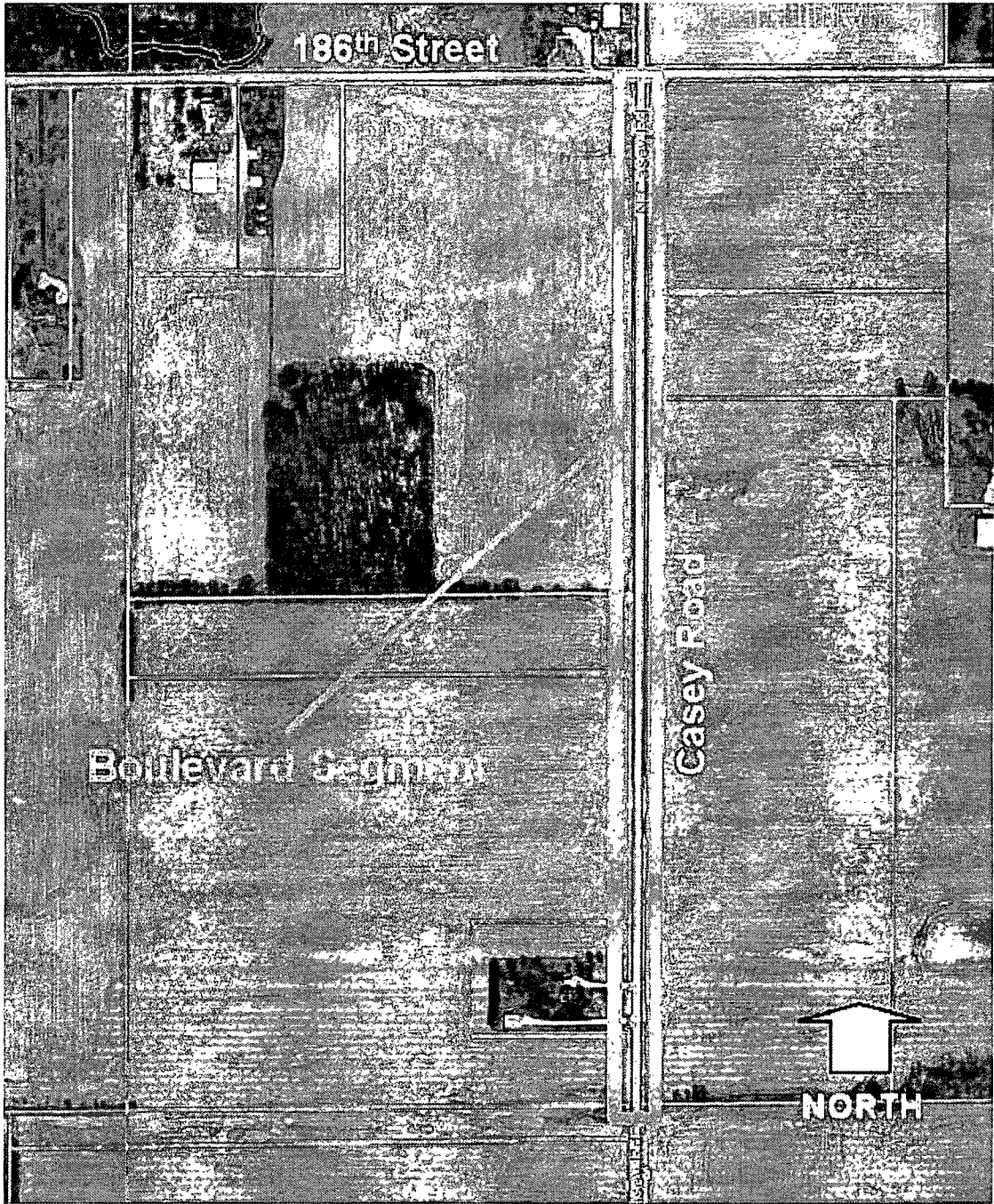
“Real Estate” means the real estate particularly described in what is attached hereto and incorporated herein by reference as Exhibit A.

“Residence” means any attached or detached single family residence constructed within any Neighborhood.

“Restrictions” means the covenants, conditions, easements, assessments, charges, liens, restrictions, rules, regulations, policies and procedures and all other provisions set forth in this Amenity Declaration, and any rules, regulations, policies, and procedures adopted by the Amenity Board, in its discretion, as the same may from time to time be amended.

“Selected Director” means the member of the Amenity Board selected per the terms of the Amenity By-Laws, after the Applicable Date, by a Neighborhood Association’s board of directors to serve after the Applicable Date as a member of the Amenity Board.

Exhibit "D"





**Cross-Reference:** The Declaration of Covenants and Restrictions of The Springmill Trails Amenity Center recorded with the Recorder of Hamilton County, Indiana, as instrument number 2012071974.

**FIRST AMENDMENT TO  
THE DECLARATION OF COVENANTS AND RESTRICTIONS  
OF THE SPRINGMILL TRAILS AMENITY CENTER**

**This First Amendment to the Declaration of Covenants and Restrictions of The Springmill Trails Amenity Center** (the “**First Amendment**”) is made by the SMT Amenity Declarant, LLC, an Indiana limited liability company (the “**Amenity Declarant**”) and shall be effective as of the date on which the Amenity Declarant executes this First Amendment;

**WITNESSETH:**

**WHEREAS**, the Declaration of Covenants and Restrictions of The Springmill Trails Amenity Center was recorded with the Recorder of Hamilton County, Indiana on November 20, 2012 as instrument number 2012071974 (the “**Amenity Declaration**”);

**WHEREAS**, unless otherwise defined in this First Amendment, all capitalized terms in this First Amendment shall have the meanings given to them in the Amenity Declaration; and

**WHEREAS**, the Amenity Declarant is desirous of amending the Amenity Declaration as set forth below.

**NOW, THEREFORE**, the Amenity Declaration is hereby amended as follows:

1. **Preambles and Recitations.** The foregoing preambles, recitations and definitions are made a part hereof as though fully set forth herein.

2. **The Additional Real Estate.** The Additional Real Estate which, per the terms of Section 3 of the Amenity Declaration, may subsequently be added, annexed and subjected to the Amenity Declaration, is hereby amended and revised to include the real estate described in what is attached hereto and incorporated hereby by reference as **Exhibit “1”** and, therefore, by this First Amendment, the real estate described in what is attached hereto and incorporated herein by reference as **Exhibit “1”** is now included in and made part of the Additional Real Estate.

3. **Property.** By this First Amendment, (i) the real estate described in what is attached hereto and incorporated herein by reference as **Exhibit “2”** is annexed into and included in the Property and, therefore, is subject in all respects to the Amenity Declaration and all terms, conditions, restrictions and other provisions set forth in the Amenity Declaration and (ii) it is affirmed that the real estate described in what is attached hereto and incorporated herein by reference as **Exhibit “3”** is annexed into and included in the Property and, therefore,

is subject in all respects to the Amenity Declaration and all terms, conditions, restrictions and other provisions set forth in the Amenity Declaration.

4. **Definitions.** The definitions in Exhibit “C” to the Amenity Declaration are hereby amended and/or supplemented as follows:

A. The following defined terms are hereby added:

“Spring Orchard” means the real estate described in what is attached hereto and incorporated herein by reference as **Exhibit “4”**, together with portions of the Additional Real Estate that are identified in subsequent Plats as additions to or sections of Spring Orchard or Spring Orchard North.

“Waters Edge” means the real estate described in what is attached hereto and incorporated herein by reference as **Exhibit “5”**, together with portions of the Additional Real Estate that are identified in subsequent Plats as additions to or sections of Waters Edge.

“William Trace” means the real estate described in what is attached hereto and incorporated herein by reference as **Exhibit “6”**, together with portions of the Additional Real Estate that are identified in subsequent Plats as additions to or sections of William Trace.

“Shelton Cove” means the real estate described in what is attached hereto and incorporated herein by reference as **Exhibit “7”**, together with portions of the Additional Real Estate that are identified in subsequent Plats as additions to or sections of Shelton Cove.

“The Amenity Declarant or the Amenity Board, as Applicable” means the Declarant, until the Applicable Date, and the Amenity Board, on and after the Applicable Date.

“Quorum of the Amenity Board”, at any annual or special meeting of the Amenity Board, shall mean a Majority of the duly qualified members of the Amenity Board then occupying office and present at such meeting, but in no event less than 2 members of the Amenity Board.

B. The definition of “Neighborhood(s)” is hereby deleted and replaced by the following:

“Neighborhood(s) means (i) Spring Orchard, Waters Edge, William Trace, Shelton Cove and (ii) any and all other portions of the Property declared by the Amenity Declarant or the Amenity Board, as Applicable, to be a Neighborhood.

- C. The definition of “Boulevard Enhancements” is hereby deleted in its entirety and replaced and restated by the following:

“Boulevard Enhancements” means the grass, landscaping and automatic irrigation system located in the Boulevard Segment.

- D. The definition of “Designated Builder” is hereby deleted in its entirety and replaced and restated by the following:

“Designated Builder” means, (i) for such period as designated in writing by Amenity Declarant or the Amenity Board, as Applicable, any Person regularly engaged in the business of the construction of Residences and who is designated in writing by Amenity Declarant or the Amenity Board, as Applicable, as a “Designated Builder” and (ii) M/I Homes of Indiana, L.P., GT Property Development, LLC, NVR, INC. dba Ryan Homes, Shelton Cove Development, LLC, Arbor Homes, LLC, Spring Orchard, LLC, Spring Orchard North, LLC, and their successors and assigns.

5. **Boulevard Enhancements.** Section 5 of the Declaration is hereby deleted in its entirety and is replaced and superseded by the following:

Section 5. The installation of the Boulevard Enhancements is not the obligation of the Amenity Association. Following the installation of the Boulevard Enhancements, the Amenity Association shall maintain the Boulevard Enhancements by planting annual flowers within the Boulevard Segment and by irrigating and maintaining landscaping within the Boulevard Segment.

6. **Additions and Withdrawals from the Property.** Section 3 of the Amenity Declaration is hereby amended as follows:

- A. The first sentence of Section 3(A) of the Amenity Declaration is hereby deleted in its entirety and replaced and superseded by the following:

As of the date of the execution of this Amenity Declaration the Property comprises the Real Estate. The Amenity Declarant or the Amenity Directors, as Applicable, in its discretion, shall have the unilateral right, and hereby reserves on to itself the unilateral right, at any time and from time to time, without notice, to add to the Property and subject to this Amenity Declaration all or any part of the Additional Real Estate, and the addition of any parts of the Additional Real Estate to the Property shall not require the consent of any Person other than the owner(s) of any part of the Additional Real Estate to be added to the Property. Further, each owner of the Additional Real Estate shall have the unilateral right, and hereby reserves on to itself the unilateral right, at any time and from time to

time, without notice, to add to the Property and subject to this Amenity Declaration all or any part of the Additional Real Estate owned by such owner, and the addition of any such parts of the Additional Real Estate to the Property shall not require the consent of any other Person including, without limitation, the Amenity Declarant or the Amenity Directors, as Applicable. Any portion of the Additional Real Estate shall be added to the Property, and therefore and thereby becomes a part of the Property and subject in all respects to this Amenity Declaration and all rights, obligations, and privileges herein, when Amenity Declarant or the Amenity Directors, as applicable, or the owner of the Additional Real Estate to be annexed into and added to the Property, records of the Recorder of Hamilton County, Indiana an instrument so declaring the same to be part of the Property, which instrument may be by provision contained in a Plat. Upon recording of any such instrument, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners of any Lots within such real estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of Owners and Lots within the Property. No single exercise of the right and option to add and expand the Property as to any part or parts of the Additional Real Estate shall preclude subsequent exercises from time to time of such right and option to further expand and add to the Property to include other portions of the Additional Real Estate. The exercise of the right and option to add and expand the Property as to any part or parts of the Additional Real Estate is discretionary and is not mandatory.

- B. Section 3(B) of the Amenity Declaration is hereby deleted in its entirety and replaced and superseded by the following:

The Amenity Declarant or the Amenity Board as applicable, in its discretion, shall have the unilateral right, and hereby reserves on to itself the unilateral right, at any time and from time to time, without notice, to remove and withdraw any portion of the Property, that has not yet been improved with Residence(s), from the coverage of this Amenity Declaration, and the withdrawal of any part of the Property from the coverage of this Amenity Declaration shall not require the consent of any Person other than the owner(s) of the portion of the Property to be withdrawn from the Property.

7. **Majority of Board of Directors.** Section 6 of the Amenity Declaration is hereby amended and supplemented as follows:

- A. The Amenity Declaration is hereby supplemented to provide that any decision, vote or act of the Amenity Board at any annual or special meeting of the Amenity Board shall require only a Quorum of the Amenity Board.
- B. The last sentence of Section 6(C) of the Amenity Declaration is hereby deleted in its entirety and replaced and superseded by the following:

After the Applicable Date, members of the Amenity Board shall consist of the one (1) Selected Director from each Neighborhood Association's Neighborhood Board, which Selected Member shall be designated, appointed, or removed, in the manner set forth in the Amenity Bylaws.

8. **Clerical Corrections.** The Amenity Declaration is hereby amended so that the reference to the word "majority" in (i) the first sentence of Section 7(I) of the Amenity Declaration and (ii) Section 10(B) of the Amenity Declaration is hereby replaced by a reference to the word "Majority".

9. **Applicable Date.** The Amenity Declaration hereby provides notice that it relinquishes its rights under the Amenity Declaration, effective as of the seventh (7<sup>th</sup>) day after the date on which the Amenity Declarant executes this First Amendment and that, therefore, the Applicable Date is the seventh (7<sup>th</sup>) day after the date on which the Amenity Declarant executes this First Amendment.

10. **Owners' Consents.** The undersigned, M/I Homes of Indiana, L.P., an Indiana limited liability partnership, GT Property Development, LLC, an Indiana limited liability company, Shelton Cove Development, LLC, an Indiana limited liability company, Spring Orchard, LLC, an Indiana limited liability company and Spring Orchard North, LLC, an Indiana limited liability company, each an owner of part of the Property, have executed this First Amendment for the sole purpose of evidencing their consent to this First Amendment.

11. **Counterparts.** This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

12. **Amended Declaration.** All provisions of the Amenity Declaration not amended by this First Amendment shall remain unchanged and the Amenity Declaration, as hereby amended by this First Amendment, shall remain in full force and effect.

(signature pages follow)



IN TESTIMONY WHEREOF, witness the signature of the Amenity Declarant of this First Amendment as of the date first above written.

“AMENITY DECLARANT”:

SMT Amenity Declarant, LLC

By: Ralph L. Wilfong II  
Ralph L. Wilfong II, member

STATE OF INDIANA )  
COUNTY OF HAMILTON ) SS:  
)

Before me, a Notary Public, in and for said County and State, personally appeared Ralph L. Wilfong II, a member of SMT Amenity Declarant, LLC, and acknowledged the execution of the foregoing First Amendment this 20<sup>th</sup> day of July, 2016.

My Commission Expires:

Kim A. Riley  
Notary Public

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

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



**KIM A. RILEY, Notary Public**  
**My Commission Expires April 27, 2024**  
**County of Residence: Hamilton**

(additional signature pages follow)

M/I Homes of Indiana, L.P.

By: *Kelly W. A.*

STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

Before me, a Notary Public, in and for said County and State, personally appeared *Kenny Windler*, the *Division Pres.* of M/I Homes of Indiana, L.P., and acknowledged the execution of the foregoing First Amendment this *7<sup>th</sup>* day of *July*, 2016.

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

*Luann M. Hostetler*  
Notary Public

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

Printed: *Luann M. Hostetler*



(additional signature pages follow)

GT Property Development, LLC

By: Travis W. May

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Hancock )



Before me, a Notary Public, in and for said County and State, personally appeared Travis May, the member of GT Property Development, LLC, and acknowledged the execution of the foregoing First Amendment this 24 day of May, 2016.

My Commission Expires:  
4/15/23


Caron L. Tackett  
Notary Public

Resident of Hancock County, Indiana

Printed: Caron L. Tackett

(additional signature pages follow)

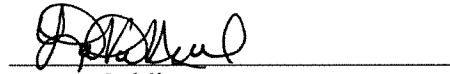
**Shelton Cove Development, LLC**

By: 

STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

Before me, a Notary Public, in and for said County and State, personally appeared Joseph B. Lenehan, the Director of Land Development of Shelton Cove Development, LLC, and acknowledged the execution of the foregoing First Amendment this 24<sup>th</sup> day of May, 2016.

My Commission Expires:  
June 1, 2023

  
Notary Public

Resident of Lake County, Indiana

Printed: Laura B. Van Nevel



(additional signature pages follow)

**Spring Orchard North, LLC**

By: Platinum Properties Management Company,  
LLC, an Indiana limited liability company, its  
Manager

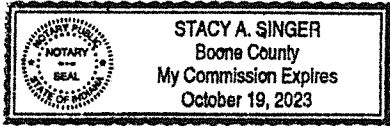
By: Steven R. Edwards  
Steven R. Edwards, Chief Financial  
Officer

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON    )

Before me, a Notary Public, in and for said County and State, personally appeared Steven R. Edwards, the Chief Financial Officer of Platinum Properties Management Company, LLC, the Manager of Spring Orchard North, LLC, and acknowledged the execution of the foregoing First Amendment this 23rd day of May, 2016.

My Commission Expires: \_\_\_\_\_  
Stacy A Singer  
Notary Public

Resident of \_\_\_\_\_ County, Indiana      Printed: Stacy A Singer



(additional signature page follows)

**Spring Orchard, LLC**

By: Platinum Properties Management Company,  
LLC, an Indiana limited liability company, its  
Manager

By: *Steven R. Edwards*  
Steven R. Edwards, Chief Financial  
Officer

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON    )

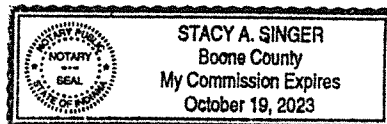
Before me, a Notary Public, in and for said County and State, personally appeared Steven R. Edwards, the Chief Financial Officer of Platinum Properties Management Company, LLC, the Manager of Spring Orchard, LLC, and acknowledged the execution of the foregoing First Amendment this 23rd day of May, 2016.

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

*Stacy A. Singer*  
Notary Public

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

Printed: *Stacy A. Singer*



Pursuant to IC 36-2-11-15(b)(2), 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 – Charles D. Frankenberger.

This Instrument Prepared by: Charles D. Frankenberger, Nelson & Frankenberger, PC 550 Congressional Boulevard, Suite 210, Carmel, IN 46032. (317) 844-0106.

Return to Charles D. Frankenberger, Nelson & Frankenberger, PC, 550 Congressional Boulevard, Suite 210, Carmel, IN 46032.

**Exhibit "1"**

Page 1 of 2

Part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, described as follows:

Commencing at the Northwest Corner of said Quarter Quarter Section; thence along the north line of said Quarter Quarter Section North 89 degrees 20 minutes 01 seconds East 833.74 feet to a point 28.00 feet east of the platted centerline of Viewpoint Lane and the Point of Beginning; thence continuing along said north line North 89 degrees 20 minutes 01 seconds East 359.63 feet to the west line of the Ditch Road Extension as described in Instrument No. 2014034600 in the office of the Recorder of Hamilton County, Indiana, the next three courses are along said west line; thence South 27 degrees 00 minutes 19 seconds West 245.65 feet; thence South 66 degrees 47 minutes 57 seconds West 100.50 feet; thence South 72 degrees 30 minutes 35 seconds West 131.71 feet; thence North 62 degrees 55 minutes 45 seconds West 57.01 feet to a point on a non-tangent curve concave southwesterly having a radius of 550.00 feet, the radius point of said curve bears South 69 degrees 48 minutes 18 seconds West from said point; thence Northwesterly along said curve 64.89 feet to the point of tangency which bears North 63 degrees 02 minutes 43 seconds East from the radius point; thence North 26 degrees 57 minutes 17 seconds West 35.03 feet to the point of curvature of a curve concave easterly having a radius of 20.00 feet, the radius point of said curve bears North 63 degrees 02 minutes 43 seconds East from said point; thence Northerly along said curve 25.03 feet to the point of reverse curvature of a curve concave northwesterly having a radius of 203.00 feet, the radius point of said curve bears North 45 degrees 14 minutes 57 seconds West from said point; thence Northeasterly and Northerly along said curve 157.87 feet to the point of tangency which bears South 89 degrees 48 minutes 26 seconds East from the radius point; thence North 00 degrees 11 minutes 34 seconds East 11.87 feet to the place of beginning, containing 1.95 acres, more or less, and subject to easements and rights of way.

**Exhibit "1"**

Page 2 of 2

Part of the East Half of the Northeast Quarter of Section 33, Township 19 North, Range 3 East, in Washington Township, Hamilton County, Indiana, being described as follows:

Beginning at the Northeast corner of the Northeast Quarter of Section 33, Township 19 North, Range 3 East; thence on the East line of said Northeast Quarter South 00 degrees 10 minutes 40 seconds West (assumed bearing) 2652.44 feet to a 5/8 inch steel rebar with a yellow cap stamped "Miller Surveying" at the Southeast corner of said Northeast Quarter Section; thence on the South line of said Northeast Quarter Section South 89 degrees 29 minutes 14 seconds West 1320.57 feet to a 5/8 inch steel rebar with a yellow cap stamped "Miller Surveying" at the Southwest corner of the East half of said Northeast Quarter; thence on the West line of the East half of said Northeast Quarter section North 00 degrees 05 minutes 59 seconds East 935.20 feet more or less to the centerline of the Little Eagle Creek Drain, thence the following nineteen courses are on the centerline of said Little Eagle Creek Drain; (1) North 68 degrees 58 minutes 37 seconds East 19.35 feet; (2) thence North 10 degrees 18 minutes 45 seconds East 31.12 feet; (3) thence north 29 degrees 35 minutes 47 seconds East 39.48 feet; (4) thence North 39 degrees 32 minutes 24 seconds East 110.28 feet; (5) thence North 51 degrees 47 minutes 14 seconds East 92.59 feet; (6) thence North 40 degrees 23 minutes 09 seconds East 57.84 feet; (7) thence North 53 degrees 40 minutes 03 seconds East 114.02 feet; (8) thence North 18 degrees 24 minutes 35 seconds East 65.41 feet; (9) thence North 44 degrees 35 minutes 50 seconds East 62.49 feet; (10) thence North 28 degrees 16 minutes 45 seconds East 128.55 feet; (11) thence South 86 degrees 06 minutes 09 seconds East 28.88 feet; (12) thence North 35 degrees 44 minutes 39 seconds East 80.80 feet; (13) thence North 16 degrees 18 minutes 20 seconds East 63.18 feet; (14) thence North 04 degrees 13 minutes 31 seconds East 139.38 feet; (15) North 09 degrees 12 minutes 49 seconds East 147.02 feet; (16) thence North 07 degrees 21 minutes 28 seconds West 41.06 feet; (17) thence North 05 degrees 42 minutes 12 seconds East 66.71 feet; (18) thence 07 degrees 36 minutes 53 seconds East 122.22 feet; (19) thence North 08 degrees 25 minutes 27 seconds East 15.72 feet; thence North 89 degrees 20 minutes 15 seconds East 315.92 feet to a 5/8 inch steel rebar with a yellow cap stamped "Miller Surveying"; thence North 00 degrees 39 minutes 45 seconds West 522.72 feet to a Mag on the North line of said Northeast Quarter; thence on said North line North 89 degrees 20 minutes 15 seconds East 118.15 feet to a Mag nail; thence South 00 degrees 39 minutes 45 seconds East 768.28 feet to a 5/8 inch steel rebar with a yellow cap stamped "Miller Surveying"; thence North 89 degrees 20 minutes 15 seconds East 157.03 feet to a 5/8 inch steel rebar with a yellow cap stamped "Miller Surveying"; thence North 00 degrees 39 minutes 45 seconds West 768.28 feet to a Mag nail on the North line of said Northeast Quarter; thence on said North line North 89 degrees 20 minutes 15 seconds East 153.82 feet to the POINT OF BEGINNING, containing 55.83 acres, more or less.



**Exhibit "2"**

Page 1 of 2

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION ("MAG" NAIL PER SURVEY BY MILLER SURVEYING, INC. JOB NO. B35496 DATED OCTOBER 16, 2014, BASIS OF BEARING IS FROM SAID SURVEY); THENCE ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION SOUTH 89 DEGREES 23 MINUTES 53 SECONDS WEST 1323.29 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE ALONG THE WEST LINE OF SAID QUARTER QUARTER SECTION NORTH 00 DEGREE 10 MINUTES 40 SECONDS EAST 798.35 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 182.25 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION NORTH 00 DEGREE 11 MINUTES 34 SECONDS EAST 19.39 FEET; THENCE PERPENDICULAR TO LAST COURSE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 76.00 FEET; THENCE SOUTH 00 DEGREE 11 MINUTES 34 SECONDS WEST 462.24 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 184.50 FEET; THENCE SOUTH 00 DEGREE 11 MINUTES 34 SECONDS WEST 27.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 635.50 FEET; THENCE NORTH 00 DEGREE 10 MINUTES 41 SECONDS EAST 65.82 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 18 SECONDS EAST 96.52 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 45.62 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION NORTH 00 DEGREE 11 MINUTES 34 SECONDS EAST 237.58 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 103.00 FEET TO THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST 614.06 FEET TO THE PLACE OF BEGINNING, CONTAINING 13.57 ACRES, MORE OR LESS.

**Exhibit "2"**

Page 2 of 2

The North Half of Section 34, Township 19 North, Range 3 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the North Half of said Section; then North 89 degrees 09 minutes 20 seconds East along the North line thereof a distance of 500.00 feet to the POINT OF BEGINNING of this description; thence continuing North 89 degrees 09 minutes 20 seconds East 823.72 feet to the Northwest corner of the Northeast Quarter of said Section; thence North 89 degrees 08 minutes 41 seconds East 167.72 feet; thence South 00 degrees 08 minutes 55 seconds East 272.75 feet; thence South 00 degrees 50 minutes 52 second East 34.31 feet; thence South 00 degrees 50 minutes 40 seconds East 188.00 feet; thence South 89 degrees 09 minutes 20 seconds West 26.32 feet; thence South 00 degrees 50 minutes 40 seconds East 120.00 feet; thence South 89 degrees 09 minutes 20 seconds West 645.60 feet; thence South 16 degrees 33 minutes 55 seconds West 36.96 feet; thence South 00 degrees 08 minutes 09 seconds East 113.55 feet; thence South 89 degrees 09 minutes 20 seconds West 193.02 feet; thence North 00 degrees 08 minutes 46 seconds West 958.39 feet to the place of beginning, containing 16.103 acres, more or less, subject to all legal highways, rights-of-ways, easements and restrictions of record.

### **Exhibit "3"**

All real estate, including without limitation all lots and common areas, made the subject of the Spring Orchard at Springmill Trails (i) Section 1 Secondary Plat recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2013072552, Plat Cabinet 5, Slide 167, (ii) Section 2A Secondary Plat recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2015004015, Plat Cabinet 5, Slide 310, (iii) Section 2B Secondary Plat recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2015028341, Plat Cabinet 5, Slide 357 and (iv) Section 3 Secondary Plat recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2015060882, Plat Cabinet 5, Slide 423.

Plus and together with the following described real estate:

All real estate, including without limitation all lots and common areas, made the subject of the (i) Waters Edge at Springmill Trails Section One secondary plat recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2013001184, Plat Cabinet 5, Slide 35 (ii) Waters Edge at Springmill Trails Section Two secondary plat recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2013068442, Plat Cabinet 5, Slide 156 and (iii) the Replat of Waters Edge at Springmill Trails - Section Three Secondary Plat recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2015064258, Plat Cabinet 5, Slide 436.

## **Exhibit “4”**

All real estate, including without limitation all lots and common areas, made the subject of the Spring Orchard at Springmill Trails (i) Section 1 Secondary Plat recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2013072552, Plat Cabinet 5, Slide 167, (ii) Section 2A Secondary Plat recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2015004015, Plat Cabinet 5, Slide 310, (iii) Section 2B Secondary Plat recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2015028341, Plat Cabinet 5, Slide 357 and (iv) Section 3 Secondary Plat recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2015060882, Plat Cabinet 5, Slide 423.

## **Exhibit "5"**

All real estate, including without limitation all lots and common areas, made the subject of the (i) Waters Edge at Springmill Trails Section One secondary plat recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2013001184, Plat Cabinet 5, Slide 35 (ii) Waters Edge at Springmill Trails Section Two secondary plat recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2013068442, Plat Cabinet 5, Slide 156 and (iii) the Replat of Waters Edge at Springmill Trails - Section Three Secondary Plat recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2015064258, Plat Cabinet 5, Slide 436.

**Exhibit "6"**

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION ("MAG" NAIL PER SURVEY BY MILLER SURVEYING, INC. JOB NO. B35496 DATED OCTOBER 16, 2014, BASIS OF BEARING IS FROM SAID SURVEY); THENCE ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION SOUTH 89 DEGREES 23 MINUTES 53 SECONDS WEST 1323.29 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE ALONG THE WEST LINE OF SAID QUARTER QUARTER SECTION NORTH 00 DEGREE 10 MINUTES 40 SECONDS EAST 798.35 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 182.25 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION NORTH 00 DEGREE 11 MINUTES 34 SECONDS EAST 19.39 FEET; THENCE PERPENDICULAR TO LAST COURSE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 76.00 FEET; THENCE SOUTH 00 DEGREE 11 MINUTES 34 SECONDS WEST 462.24 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 184.50 FEET; THENCE SOUTH 00 DEGREE 11 MINUTES 34 SECONDS WEST 27.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 635.50 FEET; THENCE NORTH 00 DEGREE 10 MINUTES 41 SECONDS EAST 65.82 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 18 SECONDS EAST 96.52 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 45.62 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION NORTH 00 DEGREE 11 MINUTES 34 SECONDS EAST 237.58 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 103.00 FEET TO THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST 614.06 FEET TO THE PLACE OF BEGINNING, CONTAINING 13.57 ACRES, MORE OR LESS.

### **Exhibit "7"**

The North Half of Section 34, Township 19 North, Range 3 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the North Half of said Section; then North 89 degrees 09 minutes 20 seconds East along the North line thereof a distance of 500.00 feet to the POINT OF BEGINNING of this description; thence continuing North 89 degrees 09 minutes 20 seconds East 823.72 feet to the Northwest corner of the Northeast Quarter of said Section; thence North 89 degrees 08 minutes 41 seconds East 167.72 feet; thence South 00 degrees 08 minutes 55 seconds East 272.75 feet; thence South 00 degrees 50 minutes 52 second East 34.31 feet; thence South 00 degrees 50 minutes 40 seconds East 188.00 feet; thence South 89 degrees 09 minutes 20 seconds West 26.32 feet; thence South 00 degrees 50 minutes 40 seconds East 120.00 feet; thence South 89 degrees 09 minutes 20 seconds West 645.60 feet; thence South 16 degrees 33 minutes 55 seconds West 36.96 feet; thence South 00 degrees 08 minutes 09 seconds East 113.55 feet; thence South 89 degrees 09 minutes 20 seconds West 193.02 feet; thence North 00 degrees 08 minutes 46 seconds West 958.39 feet to the place of beginning, containing 16.103 acres, more or less, subject to all legal highways, rights-of-ways, easements and restrictions of record.



**Cross-Reference:** The Shelton Cove Section 1 Secondary Plat recorded on July 8, 2016 with the Recorder of Hamilton County, Indiana as Instrument number 2016032405.

**ANNEXATION OF REAL ESTATE TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF THE SPRINGMILL TRAILS AMENITY CENTER**

**This annexation of real estate to the Declaration of Covenants and Restrictions of The Springmill Trails Amenity Center** (the “**Annexation**”) is made by the Shelton Cove Development LLC, an Indiana limited liability company (the “**Shelton Cove**”) and shall be effective as of the date on which the Shelton Cove executes this Annexation;

**WITNESSETH:**

**WHEREAS**, the Declaration of Covenants and Restrictions of The Springmill Trails Amenity Center was recorded with the Recorder of Hamilton County, Indiana on November 20, 2012 as instrument number 2012071974 and was amended by the First Amendment to the Declaration of Covenants and Restrictions of The Springmill Trails Amenity Center recorded with the Recorder of Hamilton County, Indiana on July 21, 2016 as instrument number 2016035346 (collectively the “**Amenity Declaration**”);

**WHEREAS**, unless otherwise defined in this Annexation, all capitalized terms in this Annexation shall have the meanings given to them in the Amenity Declaration;

**WHEREAS**, The Shelton Cove Section 1 Secondary Plat was recorded on July 8, 2016 with the Recorder of Hamilton County, Indiana as Instrument number 2016032405 (the “**Plat**”);

**WHEREAS**, Shelton Cove, as the owner of all of the real estate made the subject of the Plat, which real estate includes all lots, common areas and other real estate identified and described in the Plat and further legally described in what is attached hereto and incorporated herein by reference as **Exhibit “A”** (collectively the “**Land**”), is desirous of subjecting the Land in all respects to the Amenity Declaration and annexing the Land into the Property.

**NOW, THEREFORE**, the Shelton Cove hereby effects the following:

- 1. Preambles and Recitations.** The foregoing preambles, recitations and definitions are made a part hereof as though fully set forth herein.
- 2. Annexation.** By this Annexation, all of the Land is subjected in all respects to the Amenity Declaration, as amended from time to time, and is annexed into the Property.

(signature pages follow)



IN TESTIMONY WHEREOF, witness the execution by Shelton Cove of this Annexation

Shelton Cove Development LLC

By: [Signature]  
Todd M. Olthof, President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

Before me, a Notary Public, in and for said County and State, personally appeared Todd M. Olthof, the President of Shelton Cove Development LLC, and acknowledged the execution of the foregoing Annexation this 17<sup>th</sup> day of August, 2016.

My Commission Expires:  
June 1, 2023

[Signature]  
Notary Public

Resident of Lake County, Indiana

Printed: Laura B. Van Nevel

Laura B. Van Nevel, Notary Public  
**SEAL**  
Lake County, State of Indiana  
My Commission Expires June 1, 2023

### **Exhibit "A"**

The North Half of Section 34, Township 19 North, Range 3 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the North Half of said Section; then North 89 degrees 09 minutes 20 seconds East along the North line thereof a distance of 500.00 feet to the POINT OF BEGINNING of this description; thence continuing North 89 degrees 09 minutes 20 seconds East 823.72 feet to the Northwest corner of the Northeast Quarter of said Section; thence North 89 degrees 08 minutes 41 seconds East 167.72 feet; thence South 00 degrees 08 minutes 55 seconds East 272.75 feet; thence South 00 degrees 50 minutes 52 second East 34.31 feet; thence South 00 degrees 50 minutes 40 seconds East 188.00 feet; thence South 89 degrees 09 minutes 20 seconds West 26.32 feet; thence South 00 degrees 50 minutes 40 seconds East 120.00 feet; thence South 89 degrees 09 minutes 20 seconds West 645.60 feet; thence South 16 degrees 33 minutes 55 seconds West 36.96 feet; thence South 00 degrees 08 minutes 09 seconds East 113.55 feet; thence South 89 degrees 09 minutes 20 seconds West 193.02 feet; thence North 00 degrees 08 minutes 46 seconds West 958.39 feet to the place of beginning, containing 16.103 acres, more or less, subject to all legal highways, rights-of-ways, easements and restrictions of record.

Prepared by: Charles D. Frankenberger, Attorney, Nelson & Frankenberger, 550 Congressional Blvd, Suite 210, Carmel, IN 46032

I affirm under the penalties of perjury that I have taken reasonable care to redact each social security number in this document, unless required by law. Charles D. Frankenberger.

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Jennifer Hayden  
HAMILTON County Recorder IN  
Recorded as Presented  
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**Cross-Reference:** The (i) Declaration of Covenants and Restrictions of The Springmill Trails Amenity Center recorded with the Recorder of Hamilton County, Indiana, as instrument number 2012071974 and (ii) First Amendment to The Declaration of Covenants and Restrictions Of The Springmill Trails Amenity Center recorded with the Recorder of Hamilton County, Indiana, as instrument number 2016035346.

**SECOND AMENDMENT TO  
THE DECLARATION OF COVENANTS AND RESTRICTIONS  
OF THE SPRINGMILL TRAILS AMENITY CENTER**

**This Second Amendment to the Declaration of Covenants and Restrictions of The Springmill Trails Amenity Center** (the “**Second Amendment**”) is made by the Board of Directors of The Springmill Trails Residential District #2 Amenity Center Association, Inc., an Indiana nonprofit corporation, formerly known as The Springmill Trails Amenity Center Association, Inc. (the “**Amenity Board**”) and shall be effective as of the date on which this Second Amendment is recorded in the office of the Recorder of Hamilton County, Indiana;

**WITNESSETH:**

**WHEREAS**, the Declaration of Covenants and Restrictions of The Springmill Trails Amenity Center was recorded with the Recorder of Hamilton County, Indiana on November 20, 2012 as instrument number 2012071974 (the “**Amenity Declaration**”);

**WHEREAS**, the First Amendment to The Declaration of Covenants and Restrictions of The Springmill Trails Amenity Center was recorded with the Recorder of Hamilton County, Indiana, as instrument number 2016035346 (the “**First Amendment**”);

**WHEREAS**, the Amenity Declaration, as amended by the First Amendment, shall be referred to in this Second Amendment as the “**Amended Amenity Declaration**”;

**WHEREAS**, unless otherwise defined in this Second Amendment, all capitalized terms in this Second Amendment shall have the meanings given to them in the Amended Amenity Declaration; and

**WHEREAS**, the Amenity Board is desirous of amending the Amended Amenity Declaration as set forth below.

**NOW, THEREFORE**, the Amended Amenity Declaration is hereby further amended, revised and supplemented as set forth below in this Second Amendment:

1. **Preambles and Recitations.** The foregoing preambles, recitations and definitions are made a part hereof as though fully set forth herein.

2. **The Additional Real Estate.** The Additional Real Estate which, per the terms of Section 3 of the Amended Amenity Declaration, may subsequently be added, annexed and subjected to the Amended Amenity Declaration, is hereby amended and revised to include the real

estate described in what is attached hereto and incorporated hereby by reference as **Exhibit "X"** and, therefore, by this Second Amendment, the real estate described in what is attached hereto and incorporated herein by reference as **Exhibit "X"** is now included in and made part of the Additional Real Estate.

3. **Property.** By this Second Amendment, (i) the real estate described in what is attached hereto and incorporated herein by reference as **Exhibit "X"** is annexed into and included in the Property and, therefore, is subject in all respects to the Amended Amenity Declaration and all terms, conditions, restrictions and other provisions set forth in the Amended Amenity Declaration.

4. **Amenity Declaration.** The definition of "Amenity Declaration" contained within the Amended Amenity Declaration is hereby replaced and superseded by the following:

"Amenity Declaration" means the Declaration of Covenants and Restrictions of The Springmill Trails Residential District #2 Amenity Center, as amended from time to time."

5. **Definitions.** The definitions in Exhibit "C" to the Amended Amenity Declaration are hereby amended and/or supplemented as follows:

A. The following defined terms are hereby added:

"Gristmill Crossing" means the real estate described in what is attached hereto and incorporated herein by reference as **Exhibit "X"**, together with portions of the Additional Real Estate that are identified in subsequent Plats as additions to or sections of Gristmill Crossing.

B. The definition of "Neighborhood(s)" is hereby deleted and replaced by the following:

"Neighborhood(s) means (i) Spring Orchard, Waters Edge, William Trace, Shelton Cove, Gristmill Crossing and (ii) any and all other portions of the Property declared by the Amenity Board to be a Neighborhood.

C. The definition of "Amenity Association" is hereby deleted in its entirety and replaced and restated by the following:

"Amenity Association" means the The Springmill Trails Residential District #2 Amenity Center Association, Inc., an Indiana nonprofit corporation, its successors and assigns."

D. The definition of "Amenities" is hereby deleted in its entirety and replaced and restated by the following:

"Amenities" means (1) a pool building that includes bathrooms / changing areas and an equipment storage room; (2) a larger pool not less

than 1,250 square feet in size; (3) a smaller “kiddie” pool of not less than 100 square feet in size; (4) pool deck with pool furniture; and (5) a parking lot.”

- E. The definition of “Amenity Area” is hereby deleted in its entirety and replaced and restated by the following:

“Amenity Area” means the real estate legally described on Exhibit “Y” attached hereto.”

- F. The definition of “Amenity Board” is hereby deleted in its entirety and replaced and restated by the following:

“Amenity Board” or “Amenity Directors” means the Board of Directors of the Amenity Association.

6. **Clerical Corrections.** Section 3 of the Amended Amenity Declaration is modified such that Section 3(A) of the Amended Amenity Declaration is hereby deleted in its entirety and replaced and superseded by the following:

(A) Additions. As of the date of the execution of this Amenity Declaration the Property comprises the Real Estate. The Amenity Declarant or the Amenity Directors, as Applicable, in its discretion, shall have the unilateral right, and hereby reserves on to itself the unilateral right, at any time and from time to time, without notice, to add to the Property and subject to this Amenity Declaration all or any part of the Additional Real Estate, and the addition of any parts of the Additional Real Estate to the Property shall not require the consent of any Person other than the owner(s) of any part of the Additional Real Estate to be added to the Property. Further, each owner of the Additional Real Estate shall have the unilateral right, and hereby reserves on to itself the unilateral right, at any time and from time to time, without notice, to add to the Property and subject to this Amenity Declaration all or any part of the Additional Real Estate owned by such owner, and the addition of any such parts of the Additional Real Estate to the Property shall not require the consent of any other Person including, without limitation, the Amenity Declarant or the Amenity Directors, as Applicable. Any portion of the Additional Real Estate shall be added to the Property, and therefore and thereby becomes a part of the Property and subject in all respects to this Amenity Declaration and all rights, obligations, and privileges herein, when Amenity Declarant or the Amenity Directors, as applicable, or the owner of the Additional Real Estate to be annexed into and added to the Property, records of the Recorder of Hamilton County, Indiana an instrument so declaring the same to be part of the Property, which instrument may be by provision contained in a Plat. Upon recording of any such instrument, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners of any Lots within such real estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of Owners and Lots within the Property. No single exercise of the right and option to add and expand the Property as to any part or parts of the Additional Real Estate shall preclude subsequent

exercises from time to time of such right and option to further expand and add to the Property to include other portions of the Additional Real Estate. The exercise of the right and option to add and expand the Property as to any part or parts of the Additional Real Estate is discretionary and is not mandatory.

7.0 **Owners' Consents.** The undersigned, GT Property Development, LLC, an Indiana limited liability company, and Gristmill WEG2 LLC, an Indiana limited liability company as owners of part of the Property known as Gristmill Crossing, have executed this Second Amendment for the sole purpose of evidencing their consent to this Second Amendment.

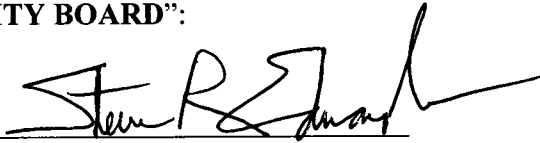
8.0 **Counterparts.** This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

9.0 **Amended Declaration.** All provisions of the Amended Amenity Declaration not amended by this Second Amendment shall remain unchanged and the Amended Amenity Declaration, as hereby amended by this Second Amendment, shall remain in full force and effect.

**(signature pages follow)**

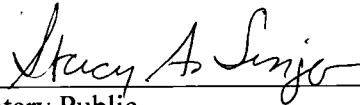
IN TESTIMONY WHEREOF, witness the signature of the Amenity Board of this Second Amendment as of the date first below written.

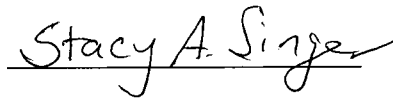
“AMENITY BOARD”:

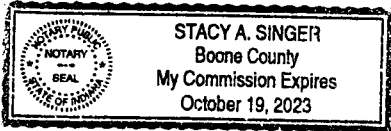
By:   
Steven R. Edwards, Director

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public, in and for said County and State, personally appeared Steven R. Edwards, Director of Amenity Board, and acknowledged the execution of the foregoing Second Amendment this 13<sup>TH</sup> day of DECEMBER 2019.

My Commission Expires: \_\_\_\_\_  
  
Notary Public

Resident of \_\_\_\_\_ County, Indiana Printed: 



(additional signature pages follow)



GT Property Development, LLC

By: *Travis W. May*

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

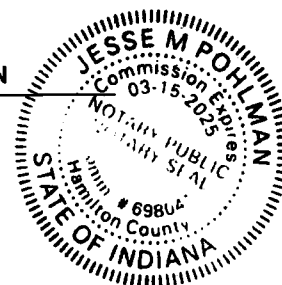
Before me, a Notary Public, in and for said County and State, personally appeared TRAVIS W. MAY, the MEMBER of GT Property Development, LLC, and acknowledged the execution of the foregoing Second Amendment this 13TH day of DECEMBER, 2019.

My Commission Expires:  
03/15/2025

*Jesse M. Pohlman*  
Notary Public

Resident of HAMILTON County, Indiana

Printed: JESSE M. POHLMAN



(additional signature page follows)

Gristmill WEG2, LLC

By: Travis W. May

STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

Before me, a Notary Public, in and for said County and State, personally appeared Travis May, the member of Gristmill WEG2, LLC, and acknowledged the execution of the foregoing Second Amendment this 23rd day of Dec., 2019.

My Commission Expires:  
5-30-25

Bonnie J Baker  
Notary Public

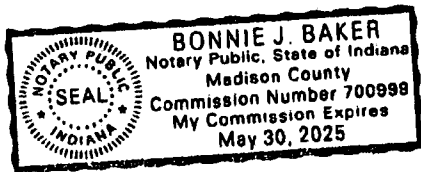
Resident of Madison County, Indiana

Printed: Bonnie J. Baker

Pursuant to IC 36-2-11-15(b)(2), 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 – Lawrence J. Kemper.

This Instrument Prepared by: Lawrence J. Kemper, Nelson & Frankenberger, PC 550 Congressional Boulevard, Suite 210, Carmel, IN 46032. (317) 844-0106.

Return to Lawrence J. Kemper, Nelson & Frankenberger, PC, 550 Congressional Boulevard, Suite 210, Carmel, IN 46032.



**Exhibit "X"**

Lot 1 and Block 1 as identified on the Gristmill Crossing Secondary Plat recorded with the Office of the Recorder of Hamilton County, Indiana on May 31, 2019 as Instrument Number 2019022514, Plat Cabinet 5, Slide 978.

**Exhibit "Y"**

Lot 1 as identified on the Gristmill Crossing Secondary Plat recorded with the Office of the Recorder of Hamilton County, Indiana on May 31, 2019 as Instrument Number 2019022514, Plat Cabinet 5, Slide 978.

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DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
GRISTMILL RESIDENTIAL DISTRICT

**TABLE OF CONTENTS**

**ARTICLE I NAME..... 1**

**ARTICLE II DEFINITIONS..... 2**

2.1 "Agreement" ..... 2

2.2 "Amenity Center" ..... 2

2.3 "Applicable Date" ..... 2

2.4 "Assessment" ..... 2

2.5 "Association" ..... 2

2.6 "Board" ..... 2

2.7 "Builder" ..... 2

2.8 "Committee" ..... 2

2.9 "Common Property" ..... 2

2.10 "Developer" ..... 2

2.11 "Development" ..... 2

2.12 "Development Period" ..... 2

2.13 "Drainage Easements" ..... 3

2.14 "Dwelling" ..... 3

2.15 "Gristmill Crossing: Residential District" ..... 3

2.16 "Gristmill Trails" ..... 3

2.17 "Gristmill Villas" ..... 3

2.18 "Guidelines" ..... 3

2.19 "Landscape Maintenance Access Easements" ..... 3

2.20 "Lot" ..... 3

2.21 "Mortgage" ..... 3

2.22 "Mortgagee" ..... 3

2.23 "Neighborhood" ..... 3

2.24	"Owner" .....	3
2.25	"Plat" .....	3
2.26	"PUD Ordinance" .....	3
2.27	"Real Estate" .....	4
2.28	"Sanitary Sewer Easements" .....	4
2.29	"Sewer Easements" .....	4
2.30	"SMT Amenity Association" .....	4
2.31	"Standards" .....	4
2.32	"Utility Access Easement" .....	4
2.33	"Utility Easements" .....	4
<b>ARTICLE III <u>APPLICATION</u></b> .....		<b>4</b>
<b>ARTICLE IV <u>PROPERTY RIGHTS/COMMON PROPERTY</u></b> .....		<b>5</b>
4.1	<u>Owners' Easement of Enjoyment of Common Property</u> .....	5
4.2	<u>Rental of Dwellings</u> .....	5
4.3	<u>Delegation of Use</u> .....	5
4.4	<u>Conveyance and Maintenance of Common Property</u> .....	5
<b>ARTICLE V <u>EASEMENTS/LOT MAINTENANCE</u></b> .....		<b>6</b>
5.1	<u>Utility Easements</u> .....	6
5.2	<u>Drainage Easements</u> .....	6
5.3	<u>Landscape Maintenance Access Easements</u> .....	6
5.4	<u>Utility Access Easement</u> .....	6
5.5	<u>Sanitary Sewer Easements</u> .....	6
5.6	<u>Other Easement Rights</u> .....	6
5.7	<u>Private Utility Lines</u> .....	6
5.8	<u>Relocation of Easements</u> .....	7
5.9	<u>Lot Maintenance in Gristmill Villas</u> .....	7

<b>ARTICLE VI <u>PROTECTIVE COVENANTS AND USE RESTRICTIONS</u></b> .....	<b>7</b>
6.1 <u>Residential Use and Occupancy Restrictions</u> .....	7
6.2 <u>Dwelling Size</u> .....	8
6.3 <u>Building Lines and Combined Lots</u> .....	8
6.4 <u>Sidewalks</u> .....	8
6.5 <u>Construction, Completion, and Restoration of Dwellings</u> .....	8
6.6 <u>Garages and Driveways</u> .....	9
6.7 <u>Exterior Construction</u> .....	9
6.8 <u>Landscaping</u> .....	9
6.9 <u>Mailboxes</u> .....	9
6.10 <u>Yard Lights</u> .....	9
6.11 <u>Fences</u> .....	9
6.12 <u>Gardens</u> .....	10
6.13 <u>Swimming Pools</u> .....	10
6.14 <u>Trash Collection</u> .....	10
6.15 <u>Prohibited Items and Activities</u> .....	10
6.16 <u>Basketball Goals</u> .....	10
6.17 <u>Playground Equipment</u> .....	10
6.18 <u>Flag Poles</u> .....	10
6.19 <u>Exterior Antennae</u> .....	10
6.20 <u>Parking</u> .....	10
6.21 <u>Additional Restrictions and Building Standards</u> .....	11
6.22 <u>Subdivision of Lots</u> .....	11
6.23 <u>Motor Vehicle Repair</u> .....	11
6.24 <u>Noxious or Offensive Activities</u> .....	11
6.25 <u>Lot and Dwelling Maintenance</u> .....	11



6.26	<u>Business Activity</u> .....	11
6.27	<u>Animals</u> .....	11
6.28	<u>Compliance with Drainage Requirements</u> .....	11
6.29	<u>Signs</u> .....	12
6.30	<u>Automobiles, Recreational Vehicles, Boats, Travel Trailers</u> .....	12
6.31	<u>Garage and Yard Sales; Holiday Lights</u> .....	12
6.32	<u>Lakes</u> .....	12
6.33	<u>Trash</u> .....	12
<b>ARTICLE VII ASSOCIATION</b> .....		<b>12</b>
7.1	<u>Membership</u> .....	12
7.2	<u>Classes of Membership</u> .....	12
7.3	<u>Co-Owners</u> .....	13
7.4	<u>Board of Directors</u> .....	13
7.5	<u>Responsibilities of the Association</u> .....	13
7.6	<u>Correction of Violations</u> .....	13
7.7	<u>Compensation</u> .....	14
7.8	<u>Non-Liability of Directors and Officers</u> .....	14
7.9	<u>Owner Disputes</u> .....	14
<b>ARTICLE VIII ASSESSMENTS</b> .....		<b>14</b>
8.1	<u>Covenant for Assessments</u> .....	14
8.2	<u>Purpose of Annual Assessments</u> .....	14
8.3	<u>Annual Budget</u> .....	14
8.4	<u>Annual Assessments</u> .....	14
8.5	<u>One-Time Assessment</u> .....	16
8.6	<u>Special Assessments for Capital Improvements and Operating Deficits</u> .....	16
8.7	<u>Special Assessments for Breaches of Standards</u> .....	16

8.8	<u>Assessment of Villas Maintenance Fee</u> .....	16
8.9	<u>Notice and Quorum for Any Action Authorized Under Article VIII</u> .....	16
8.10	<u>Date of Commencement of Annual Assessments; Due Dates</u> .....	16
8.11	<u>Effect of Nonpayment of Assessments: Remedies of the Association</u> .....	17
8.12	<u>Subordination of the Lien to Mortgages</u> .....	17
8.13	<u>Springmill Trails Amenity Center Assessment and Capital Fund Assessment</u> .....	17
<b>ARTICLE IX <u>DESIGN REVIEW COMMITTEE</u></b> .....		<b>18</b>
9.1	<u>Creation</u> .....	18
9.2	<u>Purposes and Powers of the Committee</u> .....	18
9.3	<u>Approval Procedures and Standards</u> .....	18
9.4	<u>Enforcement</u> .....	19
9.5	<u>Committee Liability</u> .....	19
9.6	Processing and Review Fees.....	19
<b>ARTICLE X <u>MORTGAGES</u></b> .....		<b>19</b>
10.1	<u>Notice to Association</u> .....	19
10.2	<u>Notice to Mortgagees</u> .....	19
<b>ARTICLE XI <u>AMENDMENT</u></b> .....		<b>20</b>
11.1	<u>Amendment by Association</u> .....	20
11.2	<u>Recording</u> .....	20
11.3	<u>Amendment by Developer</u> .....	20
<b>ARTICLE XII <u>INSURANCE</u></b> .....		<b>21</b>
12.1	<u>Liability Insurance</u> .....	21
12.2	<u>Other Insurance</u> .....	21
12.3	<u>Insurance Proceeds</u> .....	21
12.4	<u>Casualty</u> .....	21

**ARTICLE XIII REAL ESTATE TAXES AND ASSESSMENTS..... 21**

    13.1 Real Estate Taxes..... 21

    13.2 Allocation..... 21

**ARTICLE XIV GENERAL PROVISIONS ..... 22**

    14.1 Right of Enforcement..... 22

    14.2 Government Enforcement..... 22

    14.3 Delay or Failure to Enforce..... 22

    14.4 Duration..... 22

    14.5 Severability..... 22

    14.6 Titles..... 22

    14.7 Applicable Law..... 22

    14.8 Sales Offices and Models..... 23

**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR GRISTMILL CROSSING RESIDENTIAL DISTRICT**

THIS DECLARATION is made this ~~4<sup>th</sup>~~ day of ~~January~~<sup>MARCH</sup>, 2020, by Gristmill WEG2, LLC, an Indiana Limited Liability Company ("Developer")

**Recitals**

A. Developer is the owner of certain real estate more particularly described in **Exhibit A** ("Gristmill Trails") and **Exhibit B** ("Gristmill Villas"), attached to and made a part of this Declaration (collectively, the "Real Estate").

B. Developer has subdivided, or intends to subdivide, the Real Estate into residential lots as generally shown on the Plats for Gristmill Trails and Gristmill Villas as previously or hereafter recorded in the office of the Recorder of Hamilton County, Indiana.

C. Developer desires to subject the Real Estate to certain rights, privileges, covenants, conditions, restrictions, easements and liens for the purpose of preserving and protecting the value and desirability of the Real Estate for the benefit of each owner of all or any part thereof.

D. Developer further desires to create or provide for the creation of an organization to which shall be delegated and assigned, among other things, the powers of administering and enforcing the covenants, conditions and restrictions contained in this Declaration and set forth on the Plats of the Real Estate as previously or hereafter recorded in the office of the Recorder of Hamilton County, Indiana (the "Association").

E. Developer desires to grant certain rights and privileges to NVR/Ryan Homes, Inc. ("Builder") in connection with the Real Estate, this Declaration, and the Association.

**NOW, THEREFORE**, Developer hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the following provisions, agreements, covenants, conditions, restrictions, easements, and liens, which shall run with the land and shall be binding upon, and inure to the benefit of, Developer, Builder, and any other person or entity hereafter acquiring or having any right, title or interest in the Real Estate, or any part thereof.

**Declaration**

**ARTICLE I  
NAME**

The name by which the Real Estate shall be known is "Gristmill Residential District." The Gristmill Residential District is comprised of two Neighborhoods; Gristmill Trails ("Gristmill Trails") and Gristmill Villas ("Gristmill Villas").

**ARTICLE II**  
**DEFINITIONS**

The following terms, when used in this Declaration with initial capital letters, shall have the meanings set forth in this Article II:

2.1 "Agreement" means that certain Lot Purchase Agreement dated October 29, 2018, by and between Developer and Builder, as the same may be amended, modified, supplemented or restated from time to time by the parties thereto.

2.2 "Amenity Center" means any common recreational facilities developed pursuant to the Declaration of Covenants and Restrictions of the Springmill Trails Amenity Center, recorded as Instrument No. 2012071974 in the office of the Recorder of Hamilton County, Indiana, as amended.

2.3 "Applicable Date" means the date that is twenty (20) years from the date this Declaration is recorded in the office of the Recorder of Hamilton County, Indiana.

2.4 "Assessment" means the amount to be paid to the Association by each Owner, as provided in Article VIII, individually or collectively, the Annual Assessment, One-Time Assessment, Special Assessments, Villas Maintenance Fee Assessment, and/or the Amenity Center Assessments.

2.5 "Association" means the Gristmill Residential District Homeowners' Association, Inc., an Indiana not-for-profit corporation, which Developer has caused or will cause to be incorporated, its successors and assigns.

2.6 "Board" means the Board of Directors of the Association.

2.7 "Builder" means NVR, Inc. (d/b/a Ryan Homes) or other Builder as Developer may contract to purchase lots in Development.

2.8 "Committee" means the Association's Design Review Committee.

2.9 "Common Property" means (i) all areas designated on any Plat of all or any part of the Real Estate as "Common Area," (ii) all portions of the Real Estate shown on any Plat of all or any part of the Real Estate which are not Lots and which are not dedicated to the public, and (iii) all facilities and personal property owned or leased by the Association for the benefit, use, and enjoyment of the Owners from time to time.

2.10 "Developer" means Gristmill WEG2, LLC, an Indiana Limited Liability Company, its heirs, successors, and assigns, including, without limitation, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Developer.

2.11 "Development" means all Neighborhoods, or sections of the recorded Plat or Plats for the Real Estate, and consisting of all the real estate from time to time made subject to the provisions of this Declaration.

2.12 "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the later of the following: (a) the first date on which neither Builder nor Developer owns any Lot within or upon the Real Estate, or (b) the date which is three (3) years

after the date on which all improvements and installations required for the Development by the City of Westfield subdivision requirements have been completed and, if applicable, accepted for public maintenance by all appropriate governmental units or agencies.

2.13 "Drainage Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Drainage Easements, either separately or in combination with any other easement designated on such Plat.

2.14 "Dwelling" means the single-family residence constructed upon a Lot.

2.15 "Gristmill Crossing: Residential District" means the Development.

2.16 "Gristmill Trails" means an area of the Real Estate designated by a Plat as a section of Gristmill Trails.

2.17 "Gristmill Villas" means an area of the Real Estate designated by a Plat as a section of Gristmill Villas.

2.18 "Guidelines" means the architectural and ecological guidelines, standards, rules and regulations established by the Committee from time to time.

2.19 "Landscape Maintenance Access Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Landscape Maintenance Access Easements, either separately or in combination with any other easement designated on such Plat.

2.20 "Lot" means any numbered parcel of land shown and identified as a Lot on any Plat of all or any part of the Real Estate.

2.21 "Mortgage" shall mean a recorded first mortgage on any Lot.

2.22 "Mortgagee" means the holder of a Mortgage.

2.23 "Neighborhood" means a group of Lots, together with adjacent streets and Common Property, as delineated by Developer and designated as such on the Plat or other supplemental drawing or document, which Lots are subject to common development standards applicable only to such Neighborhood. Gristmill Trails and Gristmill Villas are each Neighborhoods.

2.24 "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless specifically indicated to the contrary.

2.25 "Plat" means each subdivision plat of the Real Estate identified as a Secondary Plat as previously or hereafter recorded in the office of the Recorder of Hamilton County, Indiana (as the same may be amended or supplemented from time to time).

2.26 "PUD Ordinance" means the change of zoning ordinance adopted by the City of Westfield pertaining to the Real Estate known as the "Gristmill Crossing: Residential District Planned Unit Development District" recorded as Instrument No. 2019006222 on February 22, 2019, in the office of the Recorder of Hamilton County, Indiana, as may be amended from time to time.

2.27 "Real Estate" means that real property located in Hamilton County, Indiana more particularly described in Exhibit A and Exhibit B (as the same may be amended or supplemented from time to time).

2.28 "Sanitary Sewer Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Sanitary Sewer Easements, either separately or in combination with any other easement designated on such Plat.

2.29 "Sewer Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Sewer Easements, either separately or in combination with any other easement designated on such Plat.

2.30 "SMT Amenity Association" means The Springmill Trails Residential District #2 Amenity Center Association, Inc.

2.31 "Standards" shall mean: (a) all covenants, conditions, restrictions and provisions of this Declaration; (b) all covenants, conditions, and restrictions enumerated or depicted on any Plat of all or any part of the Real Estate; and (c) all duly adopted Guidelines, rules, regulations, restrictions, decisions and resolutions of the Association, the Board or the Committee, or their respective representatives.

2.32 "Utility Access Easement" means that area designated on any Plat of all or any part of the Real Estate as a Utility Access Easement.

2.33 "Utility Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Utility Easements, either separately or in combination with any other easement designated on such Plat.

### **ARTICLE III** **APPLICATION**

All Owners, their tenants, guests, invitees and mortgagees, or any other person using or occupying a Lot or any part of the Real Estate, shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in this Declaration.

The Owner of any Lot and all other persons, (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Seller, Developer, Builder, or a subsequent Owner of such Lot; or (ii) by the act of occupancy of such Lot, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the Standards. By acceptance of such deed, execution of such contract or undertaking of such occupancy, each Owner and all other persons acknowledge the rights and powers of Developer, Builder, and the Association provided for by this Declaration, and also for himself, his heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Developer, Builder, and the Owners from time to time of the Lots, to keep, observe, comply with and perform the Standards.

**ARTICLE IV**  
**PROPERTY RIGHTS/Common Property**

4.1 Owners' Easement of Enjoyment of Common Property. Developer hereby declares, creates, grants and reserves a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Property. Such easement shall run with and be appurtenant to each Lot, but shall extend to and be exercisable only by those individuals residing on such Lot, subject to the following:

- (a) The right of the Association (after conveyance of the Common Property to the Association) to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer, upon approval of Owners holding at least two-thirds (2/3) of the total voting power of the Association;
- (b) The rights of Developer and Builder as provided in this Declaration and in any Plat of all or any part of the Real Estate;
- (c) The terms and provisions of this Declaration and the Standards generally;
- (d) The easements reserved elsewhere in this Declaration or in any Plat of all or any part of the Real Estate.

4.2 Rental of Dwellings. No Owner may lease his Dwelling to any person or entity except pursuant to a written lease for a term of not less than twelve (12) months (and not less than thirty (30) days for any term thereafter) that includes the full names and addresses of both landlord and tenant, a copy of which lease is provided to the Association prior to the commencement date thereof. Notwithstanding anything to the contrary herein, at least seventy-six (76) of the Dwellings in Gristmill Villas shall be Owner occupied. Owner occupancy includes ownership by an immediate family member of at least one (1) person residing in the unit or a trust of which the occupant is settlor, grantor, trustee, or beneficiary. No renting or leasing of Dwellings in Gristmill Villas to a third party for income shall be permitted except in the case of (i) hardship as defined in this paragraph and (ii) acquisition of a Lot by a lender through foreclosure, deed in lieu of foreclosure or similar proceedings, which in both cases the Owner shall be entitled to lease the Dwelling for residential purposes. Hardship is defined as a personal or financial situation that without allowing renting or leasing of a Dwelling significant financial harm shall occur to the Owner. The Owner must inform the Association of the specific circumstances of the hardship, and provide the Association with a copy of the Lease. The Owner shall be responsible for compliance by any tenant with the Declaration.

4.3 Delegation of Use. Any Owner may delegate, in accordance with all applicable Standards and the by-laws of the Association, his right of enjoyment of the Common Property to his tenants or contract purchasers who reside in the Dwelling on such Owner's Lot. Any such delegation will terminate such Owner's right of enjoyment of the Common Property, but such Owner shall remain jointly and severally liable with the delegate for the violation of any Standard.

4.4 Conveyance and Maintenance of Common Property. Prior to the conveyance of the first Lot to an Owner, Developer shall convey all of its rights, title and interest in and to the Common Property to the Association. Such conveyance shall be by general warranty deed free and clear of all encumbrances (other than the lien of nondelinquent real estate taxes), and such Common Property shall then be the property of the Association. The Association shall thereafter be responsible for the maintenance and upkeep of the Common Property.



**ARTICLE V**  
**EASEMENTS/LOT MAINTENANCE**

5.1 Utility Easements. Developer hereby declares, creates, grants, and reserves the Utility Easements for the use of Developer and Builder during the Development Period and for the use of all public utility companies (not including transportation companies), governmental agencies and the Association, for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. No permanent structures, except walks or driveways to the extent permitted by applicable law and approved in accordance with this Declaration, shall be erected or maintained upon the Utility Easements.

5.2 Drainage Easements. Developer hereby declares, creates, grants and reserves the Drainage Easements: (a) for the use of Developer and Builder during the Development Period for access to and installation, repair or removal of a surface drainage system (including retention and detention basins) for the Real Estate; and (b) for the use of the Association and any governmental agency having jurisdiction there over for access to and maintenance, repair or replacement of such drainage system. Each Owner of a Lot subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that surface water drainage will be unimpeded. No temporary or permanent structures, except walks or driveways, to the extent permitted by applicable law and approved in accordance with this Declaration, shall be erected or maintained upon the Drainage Easements.

5.3 Landscape Maintenance Access Easements. Developer hereby declares, creates, grants and reserves the Landscape Maintenance Access Easements for the benefit of the Owners and the Association for purposes of maintaining and preserving the Common Property in accordance with the provisions of this Declaration.

5.4 Utility Access Easement. Developer hereby declares, creates, grants and reserves the Utility Access Easement for the use of the utility companies, Builder, or Developer and all governmental agencies having appropriate jurisdiction for the purpose of ingress to and egress from the real estate more particularly illustrated on the secondary plat of record, attached to and made a part of this Declaration. No permanent or temporary structure shall be erected or maintained upon said Utility Access Easement, except that Developer, Builder, or the Association may erect a lockable gate across such easement if so desired.

5.5 Sanitary Sewer Easements. Developer declares, creates, grants and reserves Sanitary Sewer Easements for the use of the Developer, Builder and all governmental agencies having appropriate jurisdiction for the purpose of installing, maintaining, operating and replacing sanitary sewers.

5.6 Other Easement Rights. Developer hereby declares, creates, grants, and reserves: (a) during the Development Period, a non-exclusive easement for the use of Developer and Builder over the Common Property for the construction, reconstruction, alteration and maintenance of all improvements to be located thereon; (b) a non-exclusive access and construction easement over that portion of the Real Estate outside the Common Property for the temporary occupation thereof by Developer and Builder in order to facilitate the exercise of any of the easement rights granted to Developer and Builder under this Declaration; and (c) a non-exclusive easement in favor of Developer, Builder, the Committee, and the Association over the Lot of any Owner who is in violation of any Standard for the purpose of correcting or effecting the correction of such violation as provided for herein.

5.7 Private Utility Lines. The Owner of each Lot shall be responsible for the maintenance, repair or replacement of utility distribution lines and connections, as well as private sanitary

sewer laterals (which connect a Lot to a sewer main) on such Lot. On such Lot, the Owner shall also be responsible for the maintenance, repair or replacement of storm sewer lines, mains, drains and other storm sewer system components located on the Lot, except to the extent such items are located within a Sewer Easement, in which case such maintenance, repair and replacement shall be the Association's responsibility until such time as the sewer system is accepted by the appropriate governmental agency.

5.8 Relocation of Easements. Developer reserves the right to relocate any easement granted herein without notice to or the consent of any Owner(s); provided, however, that such relocation shall not materially diminish or unreasonably disrupt the essential function or resulting benefit of the easement being relocated with respect to any Lot.

5.9 Lot Maintenance in Gristmill Villas. The Association shall be responsible for the following maintenance of all Lots within Gristmill Villas (collectively, the "Maintenance Services"): (i) lawn mowing; (ii) driveway and walkway edging; (iii) season long lawn fertilization and weed control program; (iv) once annually removal/spraying of weeds in landscape beds; (v) once annually trimming of all landscape plants; (vi) snow removal (above two (2) inches per occurrence, unless otherwise determined by the Board) of driveways and walkways on Lots located between driveways and front door; and, (vii) annual spring installation of mulch and mid-summer mulch turning for landscape beds (up to eight hundred (800) square feet).

A mandatory maintenance fee(s) shall be part of the Association dues assessed to Lots within Gristmill Villas (the "Villas Maintenance Fee"). Lots within Gristmill Villas that are improved with fences and Lots within Gristmill Villas that have greater than eight hundred (800) square feet of landscape beds will be subject to an additional maintenance fee surcharge as a result of the increased cost to provide Maintenance Services to said Lots.

Owners of Lots within Gristmill Villas shall not impede agents or representatives of companies contracted by the Association (the "Vendor") from providing Maintenance Services to the Owner's Lot. If an obstruction exists on a Lot (e.g., vehicle parked in driveway during a snow plow, obstructions in the yard during a mow, locked fence gate) at the time a Vendor performs a Maintenance Service, then Vendor will perform the Maintenance Service around such obstruction, and Vendor is not obligated to return during the subject Maintenance Service event (e.g., weather event, mowing).

The Association shall only be responsible for the Maintenance Services enumerated above. All other maintenance, repair and replacement of the landscaping on a Lot within Gristmill Villas shall be the responsibility of the Owner. Such Owner-responsible maintenance shall include the use of any installed irrigation systems in a routine manner that results in a good and well-maintained condition of the lawn and plantings on the Owner's Lot with Gristmill Villas.

## **ARTICLE VI** **PROTECTIVE COVENANTS AND USE RESTRICTIONS**

6.1 Residential Use and Occupancy Restrictions. Except as provided in Section 6.26 below, every Lot is reserved exclusively for residential purposes. No permanent or temporary building, structure or improvement of any kind may be erected, constructed, or placed thereon except a single-family residence (a "Dwelling") and such accessory buildings, structures, and/or improvements, if any, as are approved in accordance with Article IX of this Declaration. Except as may be erected by Builder in connection with the construction of a Dwelling or other improvement in the Development, outbuildings, sheds, storage barns, and other accessory buildings, structures, and improvements not specifically addressed in this Declaration are prohibited. There shall be no more than one (1) Dwelling per Lot and no Dwelling

may be occupied until all prerequisites to occupancy set forth herein have been satisfied and an occupancy permit or similar permit or approval has been issued by the governmental body or agency with responsibility therefore.

6.2 Dwelling Size. No single-story Dwelling containing less than One Thousand and Four Hundred (1,400) square feet of living space shall be erected, constructed, or placed on any Lot in Gristmill Trails. No multi-story Dwelling containing less than One Thousand and Eight Hundred (1,800) square feet of living space shall be erected, constructed, or placed on any Lot in Gristmill Trails. No Dwelling containing less than One Thousand and One Hundred and Eighty (1,180) square feet shall be erected, constructed or placed on any Lot in Gristmill Villas. For purposes of this Section 6.2, "living space" means all enclosed floor space within a Dwelling, excluding floor space contained within any basement, cellar, crawl space, porch, terrace, garage, carport, or other area of such Dwelling that is not equipped and intended for regular and continuous human habitation.

6.3 Building Lines and Combined Lots. Front yard, side yard, and rear yard building lines are as established on the Plat. No permanent or temporary Dwelling, building, structure, or improvement shall be erected, constructed, or placed on any building line and/or between any building line and the corresponding parallel Lot line. In the case of contiguous Lots owned by a single Owner, such Lots may be used for a single Dwelling and considered to be a single Lot for building line purposes under this Declaration only with the written approval of the Committee and subject to any subdivision or platting requirements of the City of Westfield to combine said Lots. Owners desiring such approval must submit a written request to the Committee. In the event approval is granted, the affected Lots shall continue to be treated as a single Lot so long as each remains improved only with a single Dwelling.

6.4 Sidewalks. Each Lot must include sidewalks situated parallel to each Lot line that adjoins the right-of-way of any public or private street. Sidewalks shall be constructed and located in accordance with plans and specifications provided by the Committee. Except to the extent a temporary waiver is obtained from the Committee by the affected Owner, completion of all required sidewalks shall be a prerequisite to the occupancy of each Dwelling under this Declaration. Such temporary waiver may be requested only where inclement weather or other causes beyond the affected Owner's reasonable control result in the inability to complete the sidewalks prior to the Dwelling being fully ready for occupancy. Owners shall be responsible for maintaining sidewalks along the Owner's Lot frontage free of obstruction, which shall include the removal of snow.

6.5 Construction, Completion, and Restoration of Dwellings. Except as approved by the Committee, every Dwelling, building, structure, and improvement to be constructed, erected, or placed on any Lot shall be built of new building materials and no pre-existing Dwelling, building, structure, or improvement may be relocated to or otherwise placed upon any Lot. The exterior construction of a Dwelling, building, structure or improvement shall be completed no later than twelve (12) months from the commencement of on-site construction activities related thereto. Restoration, replacement, or removal of any Dwelling, building, structure, or improvement partially or totally damaged or destroyed by fire or other casualty shall be commenced no more than ninety (90) days after the occurrence of such casualty and continuously and diligently prosecuted to completion thereafter. The Owner of the Lot upon which any Dwelling, building, structure or improvement partially or totally damaged or destroyed by fire or other casualty is or was located shall provide to the Association, no more than thirty (30) days from the date on which such casualty occurred, written notice of such Owner's intent to restore or remove such Dwelling, building, structure or improvement.

6.6 Garages and Driveways. Each Dwelling must include an attached multiple-car garage consistent in design, construction, and materials with such Dwelling, and a concrete driveway connecting the garage entryway with the adjoining public or private street.

6.7 Exterior Construction. The exterior color and finish materials of every Dwelling, building, structure, and improvement on any Lot shall be as approved by the Committee and shall be subject to the PUD Ordinance. Aluminum and vinyl siding are prohibited.

6.8 Landscaping. The front yard of a Lot must be sodded. The rear and side yards of a Lot in Gristmill Villas shall also be sodded. The rear and side yards of a Lot in Gristmill Trails may be sodded or seeded. Minimum landscaping requirements shall apply to each Lot as required by the PUD Ordinance. Any trees provided by the Developer and/or Builder may not be removed unless dead and/or upon approval from the Committee. Within thirty (30) days following completion of a Dwelling, the Builder shall landscape the Lot, weather permitting.

6.9 Mailboxes. Each Dwelling must include a mailbox complying with the design, color, and placement standards established by the Committee from time to time. Mailbox posts shall include a metal guard or protector, as determined by the Committee, to prevent damage to the mailbox post from lawn equipment.

6.10 Yard Lights. Each Dwelling shall include outdoor dusk-to-dawn lights that operate on a photocell and are located on the front façade of a Dwelling. Each Lot Owner shall keep the light located on such Owner's Lot in good and operable condition and repair at all times. Notwithstanding this requirement, no exterior lighting shall be directed outside the boundaries of any Lot, nor shall any lighting be used which constitutes more than normal convenience lighting or lighting required under this Declaration Section.

6.11 Fences. All fences require review and approval by the Committee prior to installation. For purposes of this Declaration, a fence is defined as that which is installed in proximity of the Lot boundary lines for the purposes of enclosing any portion of the Lot. Fences are required to be black aluminum with a "wrought iron" design and maximum height of forty-eight inches (48"). Fences shall match in size, color, shape and spacing throughout the Development. Shadow box, stockade-type, wood, and privacy fences are not permitted; however, the Committee, in its sole discretion, may consider and approve a privacy panel located along the side of a deck or patio which is intended to screen the patio or deck from an adjacent Lot.

No part of any fence may extend forward on the affected Lot beyond the plane of the primary rear wall of the Dwelling nor be located in a manner that impedes or restricts drainage of any Lot. Fences may not encroach into easements that otherwise prohibit the installation of fences (e.g., drainage and utility easements). Underground "pet fences" (e.g., Invisible Fence®) are permitted throughout the entire Lot; however, shall be subject to review and approval by the Committee prior to installation.

The Association shall not be responsible for the edging or trimming of fences on Lots within Gristmill Villas, nor shall the Association or its Vendors be responsible for any damage that may occur to said fences as part of its routine performance of Maintenance Services, as set forth in Section 5.9 of this Declaration. Gates for fences on Lots within Gristmill Villas may be subject to location, accessibility, and minimum width requirements (e.g., thirty-six (36) to forty-eight (48) inches), as determined by the Committee, in order to accommodate Maintenance Services.

6.12 Gardens. Vegetable, wild flower, and other gardens may be located only in the rear yard of a Lot and may not exceed one hundred (100) square feet in size.

6.13 Swimming Pools. All swimming or wading pools, other than professionally constructed, permanent, in-ground pools, are prohibited. An above-ground spa or hot tub in a rear yard may be permitted if approved by the Committee and only if it is appropriately landscaped and screened, as deemed appropriate by the Committee. No swimming pool of any type shall be permitted on any Lot except as approved by the Committee. Notwithstanding the foregoing, temporary wading pools measuring no more than six (6) feet in diameter are permitted without Committee approval in a rear yard. Such temporary wading pools must be drained and stored indoors on a nightly basis.

6.14 Trash Collection. Trash collection services for the Development shall be provided only by an entity selected and designated by the Association. Trash may be placed at the curb of each Lot no earlier than 8:00 pm the night before scheduled collection, and trash receptacles shall not be permitted to remain outside for more than twenty-four (24) consecutive hours.

6.15 Prohibited Items and Activities. Clotheslines, wells providing water for human or household consumption, septic tanks and systems, and electronic insect eradication devices ("zappers") are prohibited. No trash or glass clippings may be disposed of on any empty Lot in the Development.

6.16 Basketball Goals. Basketball goals are permitted subject to approval by the Committee. Goals shall consist of black posts and glass or white/translucent fiberglass backboards. No basketball goal may be positioned in a manner likely to result in the use of an adjoining street in connection with the use of such goal. A basketball goal shall be located a minimum of ten (10) feet from the public right-of-way line.

6.17 Playground Equipment. Playsets and other recreational equipment (e.g., trampolines) or items (collectively, "Recreational Equipment") are permitted on Lots within Gristmill Trails; however, must be reviewed and approved by the Committee prior to placement or installation. Recreational Equipment is not permitted on Lots within Gristmill Villas. All approved playsets must be constructed primarily of wood and either stained and/or painted, and may not exceed twelve (12) feet in height. All approved Recreational Equipment must be located: (i) behind the Dwelling in the rear yard; (ii) a minimum of ten (10) from the Lot's property line; and, (iii) may not be located within any drainage easement on the Lot. All Recreational Equipment shall be kept in good condition and repair, as reasonably necessary as determined by the Committee.

6.18 Flag Poles. Flagpoles must be approved by the Committee. No flagpoles shall exceed twenty (20) feet in height. Flags exceeding thirty (30) square feet are prohibited. No more than two (2) flags may be flown from a single flagpole at any time. Only one (1) flagpole will be allowed on each respective Lot.

6.19 Exterior Antennae. No antenna or satellite dish may be erected on any Dwelling or Lot without Committee approval. Approved satellite dishes must be no more than twenty-four inches (24") in diameter and must be mounted in an inconspicuous location as approved by the Committee. Only one (1) satellite dish will be approved for each Lot.

6.20 Parking. Overnight parking on any street in the Development is prohibited. Temporary parking of vehicles on the street is permitted only when the Owner of such Lot hosts a social function for which available driveway space is insufficient to accommodate all guests. Other types of vehicles may not be parked in open public view in the Development except as provided in Section 6.30.

6.21 Additional Restrictions and Building Standards. Lots and Dwellings shall be constructed and maintained in compliance with, and Owners shall abide by, all additional rules and restrictions, as well as all construction material specifications and similar standards, adopted by the Committee from time to time.

6.22 Subdivision of Lots. No Lot shall hereafter be subdivided into parcels for additional residential purposes, except as approved by the Committee.

6.23 Motor Vehicle Repair. The repair or storage of inoperative motor vehicles or the material alteration of motor vehicles shall not be permitted on any Lot, unless entirely within a permitted Dwelling's garage.

6.24 Noxious or Offensive Activities. No noxious, unlawful or otherwise disruptive or offensive activity shall be carried on upon any Lot; nor shall anything be done thereon which may become an annoyance or nuisance to other Owners and/or their guests.

6.25 Lot and Dwelling Maintenance. Each Owner shall keep their Lot(s) and the Dwelling thereon in a good and well-maintained condition, free and clear of rubbish and trash and in good repair. Lot Owners shall keep their Lots reasonably clear from unsightly weeds and growth at all times. Lawns shall be groomed, well maintained, and regularly cut. Grass shall not be permitted to exceed an average of six (6) inches in height, or as otherwise regulated by the City of Westfield's municipal code, whichever is more restrictive. Owners shall be responsible for all costs incurred to repair or replace curbs and/or gutters along the front of the Owner's Lot resulting from drainage occurring during construction on a Lot.

6.26 Business Activity. No business shall be conducted on any Lot, other than home occupations permitted by the City of Westfield's applicable zoning ordinances, as may be amended from time to time. Notwithstanding the above, and to the extent such a limitation is consistent with applicable law, no school, preschool, daycare facility, church or similar institution of any kind shall be maintained, conducted or operated upon any Lot.

6.27 Animals. No animals, livestock, reptiles or poultry shall be raised, bred or kept on any Lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Furthermore, no more than two (2) outdoor pets (excluding fish) may be kept on a Lot. The demeanor of any animal kept outside must be such as to not to create a nuisance to adjoining Lot Owners, which includes that no household pet shall be permitted to reside outside of the Dwelling between dusk and dawn. This determination shall be made by the Board in accordance with Section 7.9. Any animal determined to be causing a nuisance or unreasonable noise or disturbance shall be removed from the Development upon ten (10) days' notice from the Board. No external compound, cages, kennels or hutches shall be permitted on a Lot. Any animal beyond the confines of the Lot must be attended to and be on a leash no longer than six (6) feet in length. Solid waste material must be picked up immediately by an Owner if outside the confines of the Owner's Lot. Solid waste material on a Lot must be picked up regularly (e.g., once a week) by the Owner of the Lot. The lack of removal of solid waste material may be determined a nuisance by the Board. If a Lot Owner in Gristmill Villas fails to remove solid waste material and it impedes or complicates the ability of the Association to provide Maintenance Services, then that Lot may be subject to an additional maintenance fee surcharge as a result of the increased cost to provide Maintenance Services to said Lot.

6.28 Compliance with Drainage Requirements. Each Owner of a Lot shall comply at all times with the provisions of any drainage plan as approved for the Development of all or any part of the

Real Estate. It shall be the duty of every lot owner to keep open storm drainage ditches and/or swales unobstructed and in good maintenance and repair. Water must be discharged into the under drains provided on each Lot from sump pumps, geo-thermal systems or other forced water discharges. Under no circumstances shall the above-mentioned water sources be allowed to discharge above ground into the street or adjacent lots.

6.29 Signs. No signs of any type may be erected, posted or displayed on any Lot except street identification signs erected by the Builder, the Developer, or the Association and except one (1) temporary sign no more than six (6) square feet in area advertising the Lot upon which such sign is located for sale or rent. This restriction shall not apply to Builder who may erect such signs as are authorized by the Developer, nor shall it apply to temporary signs otherwise permitted by the City of Westfield's zoning ordinance (e.g., political signs, garage and yard sale signs, real estate for sale signs).

6.30 Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, mobile home, boat, personal watercraft, snowmobile, travel trailer or similar vehicle or equipment shall be parked or stored on any Lot for a period in excess of forty-eight (48) hours during any calendar month, unless the same is in the garage and completely out of view. Commercial vehicles and trucks exceeding a three-quarter (3/4) ton rating are prohibited, unless such commercial vehicles or trucks are kept in the garage and completely out of view. No junk or derelict vehicle or other vehicle not properly registered shall be kept on a Lot.

6.31 Garage and Yard Sales; Holiday Lights. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period. Christmas lights and other holiday or occasion-themed decorations may be erected no sooner than five (5) weeks prior to, and removed no later than two (2) weeks after, such holiday or occasion.

6.32 Lakes. All lakes, ponds and streams within the Development, if any, shall be aesthetic amenities only and no other use thereof, including without limitation, swimming, boating, fishing, playing or use of personal flotation devices shall be permitted except in accordance with all applicable Standards. Neither Developer, Builder nor the Association shall be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the lakes, ponds or streams within the Development.

6.33 Trash. No burning of any trash and no accumulation or storage of litter, new or used building materials or refuse of any kind shall be permitted on any Lot. This provision shall not apply to any Lots owned by Builder and held for sale.

## **ARTICLE VII** **ASSOCIATION**

7.1 Membership. Each Owner shall, automatically upon becoming an Owner, be and become a member of the Association and shall remain a member of the Association until such time as his ownership of a Lot ceases, at which time his membership will terminate and the new Owner of his Lot shall be and become a member of the Association.

7.2 Classes of Membership. The Association shall have two (2) classes of voting membership:

(a) Class A Members. Class A Members shall be all Owners, except the Developer (if the Class B membership exists) and the Builder. Class A members shall be

entitled to one (1) vote for each Lot owned but shall have no vote until Class B membership ceases to exist.

(b) Class B Members. The Class B member shall be the Developer. The Class B member shall be entitled to the number of votes necessary to constitute sixty percent (60%) of the total voting power of the Association. The Class B membership shall automatically cease to exist as such and shall be converted to Class A membership upon the occurrence of the earliest of the following:

(i) The sale of eighty-five percent (85%) of the Lots to individual Owners (other than Builder); or

(ii) The Applicable Date.

7.3 Co-Owners. Where more than one person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be members of the Association, but the vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves. In the absence of such a determination, the vote in respect of such Lot may not be cast. In no event shall more than one (1) vote be cast with respect to such Lot.

7.4 Board of Directors. The Board shall manage the affairs of the Association.

7.5 Responsibilities of the Association. The responsibilities of the Association include, but shall not be limited to: (a) the administration and enforcement of the covenants, conditions and restrictions contained in this Declaration; (b) the maintenance and upkeep of the Common Property and the establishment and enforcement, from time to time, of rules and regulations governing the use thereof; (c) the payment of all assessments and charges against the Common Property, if any; and (d) maintaining the policy or policies of insurance required to be maintained by the Association by this Declaration. The Association may fulfill any or all of its responsibilities under this Declaration by contracting with a professional management company upon such terms and conditions as may be agreed upon between the Board and such management company; provided, however, that no such agreement shall be for a term longer than twelve (12) months.

7.6 Correction of Violations. In the event of an Owner's breach of any Standard, the Association may impose such fines, penalties, or other sanctions as it may determine to be reasonable and appropriate in its sole discretion and may pursue any and all other remedies provided under this Declaration or otherwise available at law or in equity. In addition, upon reasonable notice to the affected Owner and acting pursuant to a duly adopted resolution of the Board, Developer, Builder, or the Association may enter upon a Lot in order to correct, or direct an Owner to correct, a violation or breach of any Standard. Any costs or expenses incurred by the Association, Developer or Builder in correcting or attempting to correct a violation or breach under this Section 7.6 (including court costs, legal expenses, and reasonable attorneys' fees), as well as any unpaid fines imposed under this Section, shall be a charge against the affected Lot and a personal obligation of such Owner. The Association shall have a lien against said Lot for such costs, expenses, and amounts, together with all costs of collection. Such lien shall be subordinate to any Mortgage and other liens made superior by applicable law and may be imposed and foreclosed against the Lot in the manner that mechanics' liens are imposed and foreclosed in Indiana. Any lien sought to be imposed pursuant to this Section shall be perfected upon the filing in the office of the Recorder of Hamilton County, Indiana, at any time after the date payment is due, a notice of the intention to hold a lien in the same manner that a notice of intention to hold a mechanic's lien is filed in Indiana.



7.7 Compensation. No director of the Association shall receive compensation for his services as director.

7.8 Non-Liability of Directors and Officers. The directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association, except for their own individual willful misconduct, bad faith or gross negligence.

7.9 Owner Disputes. In addition to the responsibilities set forth in Section 7.5 above, the Board shall, upon the receipt of a detailed written complaint from an Owner summarizing a dispute between such Owner and any other Owner(s) regarding the application of this Declaration or any rule or regulation promulgated hereunder, conduct a hearing to resolve such dispute. Such hearing shall be held no later than thirty (30) days after the Board's receipt of the complaint upon no fewer than five (5) days' written notice to the affected Owners. The Board shall serve as arbitrator at the hearing, shall entertain and review such evidence and arguments as it deems appropriate, and shall issue a written decision to the affected Owners no more than thirty (30) days after the hearing is concluded. No Owner involved in such dispute shall institute legal action regarding that dispute until the arbitration provided for in this Section has been completed or all affected Owners have waived this requirement for arbitration.

## **ARTICLE VIII** **ASSESSMENTS**

8.1 Covenant for Assessments. Each Owner of any Lot (excluding Developer and Builder), by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association assessments for the purposes herein provided, such assessments to be established and collected as hereinafter provided. The assessments, together with costs of collection and reasonable attorneys' fees and interest from the date such assessments are due at the rate of twelve percent (12%) per annum, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessments are made. Each such assessment, together with costs of collection and reasonable attorneys' fees and interest from the date such assessment is due at the rate of twelve percent (12%) per annum, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

8.2 Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively: (a) for the maintenance and upkeep of the Common Property; (b) to pay the premiums for the insurance required to be maintained by the Association by this Declaration; (c) to promote the health, safety and welfare of the Owners and residents occupying the Lots; (d) to pay all assessments and charges against the Common Property; and (e) for the effective management and operation, and the performance of the responsibilities and duties, of the Association. A portion of the annual assessments may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any buildings, structures or other amenities that are part of the Common Property.

8.3 Annual Budget. The Board shall adopt an annual budget for the Association (the "Annual Budget").

8.4 Annual Assessments. The Board shall establish an annual assessment for each calendar year (the "Annual Assessment"), which shall commence for each Lot on the date of closing of the sale of each Lot to an Owner other than the Developer or Builder.

(a) Uniform Assessment. Each Lot owned by a Person other than Developer or Builder shall be assessed at a uniform rate without regard to whether a Dwelling has been constructed upon the Lot and may be collected on an annual or monthly basis. Neither the Developer nor any Builder shall be required to pay any Annual Assessments or Special Assessments; provided, however, that notwithstanding anything in this Declaration to the contrary, any exemptions from any Assessments set forth in this Declaration with respect to Builders shall be inapplicable to Lots owned by a Builder and improved by an occupied Dwelling. Developer shall, however, provide to the Association such funds as are necessary (as reasonably determined by the Board) for the Association to carry out its responsibilities under this Declaration in the event receipts from Annual Assessments and special assessments imposed are insufficient for that purpose. This subsidy obligation shall continue until the sale of eight-five percent (85%) of the Lots to Owners (other than Builder).

(b) Method of Assessment During Development Period. Prior to the end of the Development Period, the Board shall, without notice to or approval or a vote by the Members, on the basis specified herein, fix the Annual Assessment for each assessment year of the Association at an amount sufficient to meet the Annual Budget. The Annual Assessment may increase or decrease each calendar year to satisfy the Annual Budget as determined by the Board in its sole discretion.

(c) Method of Assessment After Development Period. After the end of the Development Period, the Annual Budget must reflect the estimated revenues and expenses for the budget year, and the estimated surplus or deficit as of the end of the current budget year. The Association shall provide each Owner with: (i) a copy of the proposed Annual Budget; or (ii) written notice that a copy of the proposed Annual Budget is available upon request at no charge to the Owner. At the same time, the Association shall provide each Owner with a written notice of the amount of any increase or decrease in the Annual Assessment paid by the Owners that would occur if the proposed Annual Budget is approved. After all of the foregoing take place, the Association shall hold a meeting pursuant to the following subparagraph (i) and (ii):

(i) After the end of the Development Period, and subject to subparagraph (ii) below, the Annual Budget must be approved at a meeting of the Members by a majority of the Members of the Association in attendance at a meeting called and conducted in accordance with the requirements of this Declaration, the Association's Articles and the Association's By-Laws. For purposes of this meeting, a Member is considered to be in attendance at the meeting if the Member attends: (1) in person; (2) by proxy; or, (3) by any other means allowed under Indiana law or under this Declaration, the Association's Articles or the Association's By-Laws.

(ii) If the number of Members in attendance at the meeting held under subparagraph (i) above does not constitute a quorum as defined in the Association's By-Laws, then the Board may adopt an Annual Budget for the Association for the ensuing year in an amount that does not exceed One Hundred and Ten Percent (110%) of the amount of the Annual Budget last approved by the Association.

8.5 One-Time Assessment. Upon the closing of the initial conveyance of each Lot by Developer to an Owner other than Builder, the purchase of such Lot and/or Dwelling shall pay to the Association, as a contribution to its working capital and start-up fund, an amount of Two Hundred and Fifty Dollars and 00/100 (\$250.00) against such Lot, which payment shall be non-refundable and shall not be considered as an advance payment of any Assessment or other charge owned the Association with respect to such Lot. Such working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to Developer for advances made to pay, expenses of the Association for its early period of operation, and enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board.

8.6 Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of collecting or reimbursing in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Property, or to recover or offset an operating deficit incurred by the Association, provided that any such special assessment shall have the assent of two-thirds (2/3) of the total voting power of the Association at a meeting duly called for this purpose.

8.7 Special Assessments for Breaches of Standards. In addition to the corrective actions and remedies provided for herein, the Association may establish and levy a special assessment on a Lot to secure the personal liability of the Owner of that Lot for costs and expenses incurred by the Association or the Committee in correcting or attempting to correct such Owner's breach of any Standard.

8.8 Assessment of Villas Maintenance Fee. Lots in Gristmill Villas shall be subject to an additional annual assessment of a separate maintenance fee pursuant to Section 5.9 (the "Villas Maintenance Fee"). Owners of Lots in Gristmill Villas shall be assessed a Maintenance Fee each year in consideration of services provided. Such Maintenance Fee shall not apply to Gristmill Trails and shall be in addition to any other general Annual Assessments or special assessments. The Villas Maintenance Fee shall be established by the Board each year and shall be due and payable with the general Annual Assessment; however, the Board may allow for the Villas Maintenance Fee to be separately paid in installments. The Villas Maintenance Fee shall be based upon the Board's annual estimate of the expenses it expects the Association to incur in the providing of the Maintenance Services. If the Board determines the estimate that formed the basis for the Villas Maintenance Fee is inaccurate, then the Board may revise such estimate and the resulting Villas Maintenance Fee assessment, in which the remaining installments of the Villas Maintenance Fee shall be adjusted accordingly.

8.9 Notice and Quorum for Any Action Authorized Under Article VIII. Written notice of any meeting of the members of the Association called for the purpose of taking any action requiring a vote of the members of the Association under Article VIII shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to sixty percent (60%) of the total voting power of the Association 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 total voting power represented at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8.10 Date of Commencement of Annual Assessments; Due Dates. The annual assessment or prorated portion thereof for each Lot Owner of the Development shall commence on the day of the conveyance of the Lot from Developer or Builder to an Owner (other than the Builder). The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the

commencement of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date(s) shall be January 1<sup>st</sup> of each calendar year, unless otherwise established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8.11 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, together with costs of collection and reasonable attorneys' fees, to recover a money judgment and such amounts may be further enforced by imposition of a lien and foreclosure of such lien against such Owner's Lot in the manner that mechanics' liens are imposed and foreclosed in Indiana. Any lien sought to be imposed pursuant to this Section shall be perfected upon the filing in the office of the Recorder of Hamilton County, Indiana, at any time after the date payment is due, a notice of the intention to hold a lien in the same manner that a notice of intention to hold a mechanic's lien is filed in Indiana.

8.12 Subordination of the Lien to Mortgages. The lien of the assessments provided for in Article VIII shall be subordinate to the lien of any Mortgage on the Lot. Sale or transfer of any Lot shall not affect the lien of the assessments provided for in Article VIII. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof with respect to a Mortgage, shall extinguish the lien of the assessments provided for in Article VIII as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

8.13 Springmill Trails Amenity Center Assessment and Capital Fund Assessment. Each Owner and Lot shall be subject in all respects to the Declaration of Covenants and Restrictions of The Springmill Trails Residential District #2 Amenity Center Association, Inc. recorded in the office of the Recorder of Hamilton County, Indiana, on November 20, 2012, as Instrument No. 20122071974, and as may be amended from time to time (the "Amenity Declaration"), and all of the restrictions, assessments, charges and agreement set forth therein.

(a) The Board shall designate one (1) representative to sit on the Board of the Springmill Trails Amenity Center Association, Inc. (the "SMT Amenity Association"). The Developer, or its designee, shall be the Association's representative until the earlier of the elimination of Class B membership or the Applicable Date.

(b) Owners shall be obligated to pay assessments due under the Amenity Declaration (the "Amenity Center Assessments"), which are separate from the Association's general Annual Assessment and special assessments set forth herein. The Association shall collect the SMT Amenity Association Assessments from Owners of Lots within Gristmill Villas and Gristmill Trails, on behalf of the SMT Amenity Association. The Association shall then pay those collected Amenity Center Assessments to the SMT Amenity Association, on behalf of the Owners of Lots within Gristmill Villas and Gristmill Trails.

(c) Immediately upon the recordation with the office of the Recorder of Hamilton County, Indiana of each and every Plat, a sum of One Thousand Dollars and 00/100 (\$1,000.00) per Lot (the "SMT Amenity Contribution") is paid to the SMT Amenity

Association. Each initial Owner of a Lot, at the time the initial Owner acquires its Lot from Builder, shall pay the Developer One Thousand Dollars and 00/100 (\$1,000.00) to reimburse Developer for Developer's prior payment to the SMT Amenity Association of the SMT Amenity Contribution.

## **ARTICLE IX DESIGN REVIEW COMMITTEE**

9.1 Creation. There shall be and hereby is, created and established a Design Review Committee (the "Committee"). The Committee shall perform the functions provided for herein. Until the earlier of the elimination of Class B membership or the Applicable Date, the Committee shall consist of three (3) members appointed, from time to time, by Class B Members. Such members shall be subject to removal by Class B Members at any time with or without cause. After the earlier of the elimination of Class B membership or the Applicable Date, the Committee shall be a standing committee of the Association, consisting of five (5) persons appointed, from time to time, by the Board.

9.2 Purposes and Powers of the Committee. The Committee shall regulate (a) the external design, construction, appearance and location of the Dwellings, buildings, structures, and improvements on the Lots; and (b) the removal or addition of any tree, vegetation or landscaping feature or element, from or to any Lot. The Committee shall promulgate, and shall subsequently have the right to modify, supplement, amend, and repeal at any time from time to time, architectural and ecological guidelines, standards, rules and regulations (collectively, the "Guidelines") for the review, approval, and completion of the items and actions referred to in this Section. The Guidelines shall include, but shall not be limited to, standards for landscaping, fences, and mailboxes. The Guidelines may set forth requirements in addition to those set forth in the Declaration or any Plat as long as such Guidelines are not inconsistent therewith. The Guidelines shall be binding on all Owners. In addition, the PUD Ordinance contains certain architectural and lot landscaping requirements which must be observed by Owners.

9.3 Approval Procedures and Standards. No Dwelling, building, fence, invisible fence, wall, or other permanent or temporary structure, or improvement of any kind shall be constructed, erected, placed or maintained on any Lot, nor shall any exterior change (including changes in the exterior color and/or material of a Dwelling or other improvement) or alteration of such Lot or a Dwelling or improvement thereon (including material changes in landscaping elements or features) be made without the prior written approval of the Committee. Such approval shall be obtained based upon a written application made to the Committee by the Owner of the affected Lot requesting authorization for such Owner's intended addition or change to his Lot from the Committee. Such written application shall be in the form prescribed from time to time by the Committee, and may include, as required by the Committee, any or all of the following: a proposed site plan; a proposed landscaping plan; architectural plans, including floor plans, cross sections, and elevations; material specifications and samples; and certifications of conformance with applicable building, zoning and similar codes. The Committee shall approve or disapprove in writing any application submitted to it within thirty (30) days of such submission. Written disapproval shall specify the reason(s) for such disapproval, which may include:

- (a) an inadequate or incomplete application;
- (b) an application proposing an improvement or change that, if completed or made on the Lot, would: (i) result in the violation of a duly adopted Standard, or (ii) be aesthetically or otherwise inconsistent with or detrimental to the character, utility, function, or value of the Development as a whole or the affected Neighborhood therein; or

(c) an application proposing an improvement or change that would be dangerous, potentially damaging, or otherwise detrimental to the health, safety and welfare of any Owner or other person or property in the Development.

9.4 Enforcement. The Committee shall have the right to enforce this Article and impose fines for the violation thereof as provided for in Section 14.1 of this Declaration, any organizational document of the Association or any statute, law, rule or regulation. The Committee may, in its sole and exclusive discretion, refer such violations to the Board for enforcement under Section 7.6.

9.5 Committee Liability. The approval of plans and related application materials by the Committee shall not constitute a representation or warranty as to the legal or technical adequacy, completeness, or quality of such plans and materials, and neither the Committee nor the Association nor any member thereof shall be in any manner liable or responsible for defects or omissions in those plans or materials, any aspect of work performed there under, or alleged damages or losses connected with the Committee's approval or disapproval of any matter. Owners are responsible to obtain approvals as may be required from other governing bodies including but not limited to the City of Westfield and utility companies. Owners are responsible to comply with building permit requirements and "call before you dig" guidelines. The Association is not responsible for Owners negligence in complying with third party regulations and guidelines.

9.6 Processing and Review Fees. The Committee may charge a reasonable fee for the processing and review of plans and related application materials.

## **ARTICLE X** **MORTGAGES**

10.1 Notice to Association. Any Mortgagee who places a Mortgage lien upon a Lot may notify the Secretary of the Association of the existence of such Mortgage and provide the name and address of such Mortgagee. A record of such Mortgagee's name and address shall be maintained by the Secretary of the Association and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the by-laws of the Association or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such Mortgage and the name and address of Mortgagee are furnished to the Secretary, as herein provided, no notice to any Mortgagee as may be otherwise required by this Declaration, the by-laws of the Association or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the by-laws of the Association, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

10.2 Notice to Mortgagees. The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying defaults known to the Association, if any, of the Owner of the corresponding Lot in the performance of such Owner's obligations under this Declaration or any other applicable documents.

**ARTICLE XI**  
**AMENDMENT**

11.1 Amendment by Association. Except as otherwise provided in this Declaration or by applicable statute, amendments to this Declaration shall be proposed and adopted in the following manner:

(a) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board or Owners having in the aggregate at least a majority of the total voting power of the Association.

(c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting of the members of the Association duly called and held in accordance with the provisions of the by-laws of the Association.

(d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than two-thirds (2/3) of the total voting power of the Association; provided, however, that any such amendment shall require the prior written approval of Developer and Builder so long as Developer or Builder owns any Lot and not more than seven (7) years have elapsed since the recording of this Declaration. In the event any Lot is subject to a Mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its Mortgage interest to the Board in accordance with the provisions of the foregoing Section 10.1.

11.2 Recording. Each amendment to the Declaration made pursuant to Section 11.1 above shall be executed by the President or Vice President and Secretary of the Association. All amendments shall be recorded in the Office of the Recorder of Hamilton County, Indiana, and no amendment shall become effective until so recorded.

11.3 Amendment by Developer. (a) Developer without Owner consent, may subject any additional real estate to the provisions of this Declaration by the execution and recording of a supplement hereto. Such annexation shall not require the consent of the Owners or the Association. Notwithstanding the foregoing, Developer is not obligated to subject any additional real estate to this Declaration. Any annexation made under this Subsection 11.3 shall be evidenced by filing a supplement to this Declaration, which shall be recorded in the Office of the Recorder of Hamilton County, Indiana. Such a supplement to this Declaration may contain such additional covenants, conditions, restrictions, easements and liens as Developer shall deem appropriate to impose upon the additional real estate being annexed conditions, restrictions, easements or liens. Annexed additional real estate shall enjoy the benefit of all Common Property in the Development. (b) Developer may also amend the Declaration without Owner consent to correct errors, to make changes required by applicable law or regulation or to qualify Dwellings for FHA financing.

## **ARTICLE XII** **INSURANCE**

12.1 **Liability Insurance.** The Association shall maintain at all times a policy or policies of comprehensive general liability insurance insuring the Association, the Board, Developer, Builder, and the Owners against liability for personal injury or property damage occurring in or about, or arising in connection with, the Common Property or any other areas of the Property maintained by the Association, or the acts or omissions of the Association. Such insurance shall be in such coverage amounts as the Board may determine, in its sole discretion, are appropriate from time to time.

12.2 **Other Insurance.** The Association may maintain officers' and directors' liability insurance and such insurance or extended coverage insurance insuring the Common Property in such amounts, against such perils, for such time periods and under such circumstances as the Board determines, in its sole discretion, are appropriate and in the best interest of the Development.

12.3 **Insurance Proceeds.** Any and all insurance proceeds received by the Association shall be held by the Association and used for the benefit of the Owners, the Common Property and the Lots, as the Board shall, from time to time, determine. No Owner shall have any right in or to the proceeds of any such insurance.

12.4 **Casualty.** If any portion of the Common Property is damaged or destroyed, the Association shall restore the affected portion of the Common Property to substantially the same condition as existed immediately prior to such damage or destruction to the extent reasonably practicable. If such damage or destruction is not covered by insurance maintained by the Association, or the proceeds are insufficient to fully restore the affected portion of the Common Property as a result thereof, then the Association shall effect the restoration thereof in such a manner as the Association may determine appropriate in its sole judgment and shall levy a special assessment against each Owner for any deficiency in proportion to his respective share thereof.

## **ARTICLE XIII** **REAL ESTATE TAXES AND ASSESSMENTS**

13.1 **Real Estate Taxes.** Each Owner shall be responsible for and pay all taxes and assessments, general and special, levied or imposed upon his respective Lot and its improvements. The Association shall be responsible for and pay all real estate taxes and assessment levied against the Common Property.

13.2 **Allocation.** Prior to the time the Auditor of Hamilton County, Indiana, or any other applicable taxing authority, establishes separate tax parcels for each Lot, Developer (or, if the Class B membership no longer exists, Builder) shall allocate the real estate taxes and assessments upon the Real Estate among and against the Lots and against the remainder of the Real Estate in a fair and equitable manner as determined by Developer in its sole discretion. The allocation made in accordance with the terms hereof shall be binding upon Seller and all Owners.



**ARTICLE XIV**  
**GENERAL PROVISIONS**

14.1 Right of Enforcement. Each Owner, tenant, or occupant of a Lot shall comply with all Standards. Violation or threatened violation of any Standard shall be grounds for an action by Developer, Builder, the Association, the Committee, any Owner, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such Standard. Available relief in any such action shall include: recovery of damages or other sums due for such violation; injunctive relief against any such violation or threatened violation; declaratory relief and the recovery of costs and reasonable attorneys' fees incurred by any party successfully enforcing such covenants and restrictions; provided, however, that neither Developer nor Builder nor the Association nor the Committee shall be liable for damages of any kind to any person for failing to enforce or carry out any such Standards. In addition, the Board in its discretion may impose a fine of up to One Hundred Dollars (\$100.00) per violation and additional fines for continuing violations. Such fines shall become liens on a Lot if not paid within the time frame established by the Board.

14.2 Government Enforcement. Neither the City of Westfield, nor any other political subdivision or agency, nor any of their respective successors and assigns, shall have the right, power or authority to enforce any Standard other than those covenants, conditions, restrictions or limitations, if any, that expressly run in favor of such entities.

14.3 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to any violation or threatened violation of any Standard shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to it or him upon the occurrence, recurrence or continuance of such violation or violations of such covenants, conditions or restrictions.

14.4 Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all parties, entities and persons from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons claiming under them, until the Applicable Date, and thereafter shall be automatically be extended for successive periods of ten (10) years each, unless, prior to the commencement of any such extension period, by vote of the majority of the total voting power of the Association, it is agreed that this Declaration shall be terminated in its entirety; provided, however, that no termination of the Declaration shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

14.5 Severability. Invalidation of any of the covenants, conditions or restrictions contained in this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

14.6 Titles. The underlined titles preceding the various Sections and Subsections of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this Declaration. 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.

14.7 Applicable Law. This Declaration shall be governed, interpreted, construed and regulated by the laws of the State of Indiana.

14.8 Sales Offices and Models. Notwithstanding anything to the contrary contained in this Declaration or any Plat of all or any part of the Real Estate now or hereafter recorded in the office of the Recorder of Hamilton County, Indiana, Builder, any entity related to Builder, and any other person or entity with the prior written consent of Builder shall, during the Development Period, be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Builder or such person or entity as, in the sole opinion of Builder, may be reasonably required or convenient or incidental to the development of the Real Estate and the sale of Lots and the construction of residences thereon. Such facilities may include, without limitation, storage areas, parking areas, signs, model residences, construction offices and sales offices; provided, however, that such facilities shall comply with applicable law and ordinances.

**IN WITNESS WHEREOF**, this Declaration has been executed by the Developer as of the date first above written.

**DEVELOPER:**

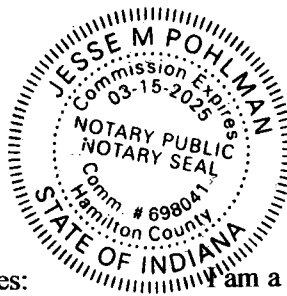
Gristmill WEG 2, LLC, an Indiana limited liability company,  
 By: William Eric Group, LLC, an Indiana limited liability company, its Manager

  
 By: Travis W. May, its Manager

STATE OF INDIANA            )  
   ) SS:  
 COUNTY OF HAMILTON        )

Before me, a Notary Public in and for the State of Indiana, personally appeared Travis W. May, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions for Gristmill Crossing Residential District.

WITNESS my hand and Notarial Seal this 4<sup>TH</sup> day of MARCH, 2020.



  
 Notary Public

Jesse M. Pohlman  
 Printed Name

My Commission Expires:  
March 15, 2025

I am a resident of Hamilton  
 County, Indiana.

**This instrument prepared by:**

Robert T. Wildman, Attorney-at-Law, Bose McKinney & Evans LLP,  
 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.

*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. /s/ Robert T. Wildman*

**EXHIBIT A**  
**"GRISTMILL TRAILS, SECTION ONE"**

THE FOLLOWING DESCRIPTION WAS PREPARED BY KAREN SUTTON, P.S. - INDIANA #LS21200013 OF WEIHE ENGINEERS, INC. AS PART OF A SURVEY PERFORMED UNDER JOB NO. W150193-11, DATED OCTOBER 23, 2019.

PART OF THE PROPERTY RECORDED IN INSTRUMENT NUMBER 2019050377, BEING IN BLOCK 1 IN THE GRISTMILL CROSSING SECONDARY PLAT RECORDED IN PLAT CABINET 5, SLIDE 978 AS INSTRUMENT NUMBER 2019022914, ALL IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, AND IN THE SOUTHEAST QUARTER SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE WEST LINE OF SAID SOUTHWEST QUARTER NORTH 00 DEGREES 04 MINUTES 42 SECONDS EAST (ASSUMED BEARING) A DISTANCE OF 39.43 FEET TO THE NORTH RIGHT OF WAY OF STATE ROAD 32 RECORDED IN INSTRUMENT NUMBER 2008032207 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE NORTH 83 DEGREES 36 MINUTES 05 SECONDS EAST 117.25 FEET TO THE WEST RIGHT OF WAY LINE OF DITCH ROAD RECORDED IN INSTRUMENT NUMBER 2014034600 IN SAID OFFICE OF THE RECORDER, THE FOLLOWING 6 CALLS ALONG SAID WEST RIGHT OF WAY AS RECORDED IN AFORESAID INSTRUMENT NUMBER 2014034600 AND IN INSTRUMENT NUMBER 2014034604: 1) THENCE NORTH 43 DEGREES 40 MINUTES 10 SECONDS EAST 72.17 FEET; 2) THENCE NORTH 00 DEGREES 10 MINUTES 47 SECONDS WEST 190.53 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 10,060.00 FEET; 3) THENCE ALONG SAID CURVE 375.02 FEET, HAVING A CHORD THAT BEARS NORTH 00 DEGREES 53 MINUTES 18 SECONDS EAST 375.00 FEET; 4) THENCE NORTH 01 DEGREES 57 MINUTES 22 SECONDS EAST 307.72 TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,060.00 FEET; 5) THENCE ALONG SAID CURVE 174.04 FEET, HAVING A CHORD THAT BEARS NORTH 04 DEGREES 22 MINUTES 35 SECONDS EAST 173.99 FEET; 6) THENCE NORTH 05 DEGREES 31 MINUTES 55 SECONDS EAST 10.38 FEET TO THE P.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,060.00 FEET; 7) THENCE ALONG SAID CURVE 242.98 FEET, HAVING A CHORD THAT BEARS NORTH 10 DEGREES 27 MINUTES 29 SECONDS EAST 242.84 FEET; 8) THENCE NORTH 13 DEGREES 50 MINUTES 21 SECONDS EAST 89.99 FEET; 9) THENCE NORTH 14 DEGREES 40 MINUTES 34 SECONDS EAST 19.06 FEET; 10) THENCE NORTH 13 DEGREES 50 MINUTES 15 SECONDS EAST 213.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 76 DEGREES 09 MINUTES 44 SECONDS WEST 81.37 FEET; THENCE NORTH 76 DEGREES 15 MINUTES 17 SECONDS WEST 52.00 FEET; THENCE NORTH 73 DEGREES 24 MINUTES 36 SECONDS WEST 52.06 FEET; THENCE NORTH 77 DEGREES 48 MINUTES 53 SECONDS WEST 52.02 FEET; THENCE NORTH 75 DEGREES 29 MINUTES 56 SECONDS WEST 57.26 FEET; THENCE NORTH 68 DEGREES 46 MINUTES 17 SECONDS WEST 66.36 FEET; THENCE NORTH 60 DEGREES 14 MINUTES 20 SECONDS WEST 66.36 FEET; THENCE NORTH 51 DEGREES 42 MINUTES 23 SECONDS WEST 66.36 FEET; THENCE NORTH 43 DEGREES 10 MINUTES 25 SECONDS WEST 66.36 FEET; THENCE NORTH 36 DEGREES 45 MINUTES 13 SECONDS WEST 33.52 FEET; THENCE NORTH 30 DEGREES 23 MINUTES 37 SECONDS WEST 65.42 FEET; THENCE NORTH 21 DEGREES 55 MINUTES 17 SECONDS WEST 66.36 FEET; THENCE NORTH 13 DEGREES 23 MINUTES 20 SECONDS WEST 66.36 FEET; THENCE NORTH 04 DEGREES 49 MINUTES 04 SECONDS WEST 66.96 FEET; THENCE NORTH 01 DEGREES 09 MINUTES 17 SECONDS EAST 51.55 FEET; THENCE NORTH 10 DEGREES 20 MINUTES 28 SECONDS WEST 52.72 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 46

SECONDS WEST 174.00 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST 9.00 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 46 SECONDS WEST 153.24 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST 301.13 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER NORTH 89 DEGREES 20 MINUTES 01 SECOND EAST 833.56 FEET; THENCE SOUTH 00 DEGREES 39 MINUTES 59 SECONDS EAST 8.82 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 203.00 FEET; THENCE ALONG SAID CURVE 318.87 FEET, HAVING A CHORD THAT BEARS SOUTH 44 DEGREES 20 MINUTES 01 SECOND WEST 287.09 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 01 SECOND WEST 41.32 FEET; THENCE SOUTH 00 DEGREES 39 MINUTES 59 SECONDS EAST 115.00 FEET; THENCE SOUTH 31 DEGREES 06 MINUTES 34 SECONDS EAST 66.68 FEET TO THE SAID WEST RIGHT OF WAY OF DITCH ROAD AND THE P.C. OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 625.00 FEET; THENCE ALONG SAID CURVE 491.45 FEET, HAVING A CHORD THAT BEARS SOUTH 36 DEGREES 21 MINUTES 49 SECONDS WEST 478.89 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 13 DEGREES 50 MINUTES 15 SECONDS WEST 170.29 FEET TO THE POINT OF BEGINNING. CONTAINING 16.160 ACRES (703,928 SQUARE FEET).


**EXHIBIT B**  
**"GRISTMILL VILLAS, SECTION ONE"**

THE FOLLOWING DESCRIPTION WAS PREPARED BY KAREN SUTTON, P.S. - INDIANA #LS21200013 OF WEIHE ENGINEERS, INC. AS PART OF A SURVEY PERFORMED UNDER JOB NO. W150193-11, DATED OCTOBER 23, 2019.

PART OF THE PROPERTY RECORDED IN INSTRUMENT NUMBER 2019050377, BEING IN BLOCK 1 IN THE GRISTMILL CROSSING SECONDARY PLAT RECORDED IN PLAT CABINET 5, SLIDE 978 AS INSTRUMENT NUMBER 2019022914, ALL IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, AND IN THE SOUTHEAST QUARTER SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE WEST LINE OF SAID SOUTHWEST QUARTER NORTH 00 DEGREES 04 MINUTES 42 SECONDS EAST (ASSUMED BEARING) A DISTANCE OF 39.43 FEET TO THE NORTH RIGHT OF WAY OF STATE ROAD 32 RECORDED IN INSTRUMENT NUMBER 2008032207 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE NORTH 83 DEGREES 36 MINUTES 05 SECONDS EAST 117.25 FEET TO THE WEST RIGHT OF WAY LINE OF DITCH ROAD RECORDED IN INSTRUMENT NUMBER 2014034600 IN SAID OFFICE OF THE RECORDER, THE FOLLOWING 5 CALLS BEING ALONG SAID WEST RIGHT OF WAY: 1) THENCE NORTH 43 DEGREES 40 MINUTES 10 SECONDS EAST 72.17 FEET; 2) THENCE NORTH 00 DEGREES 10 MINUTES 47 SECONDS WEST 190.53 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 10,060.00 FEET; 3) THENCE ALONG SAID CURVE 375.02 FEET, HAVING A CHORD THAT BEARS NORTH 00 DEGREES 53 MINUTES 18 SECONDS EAST 375.00 FEET; 4) THENCE NORTH 01 DEGREES 57 MINUTES 22 SECONDS EAST 307.72 TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,060.00 FEET; 5) THENCE ALONG SAID CURVE 71.95 FEET, HAVING A CHORD THAT BEARS NORTH 02 DEGREES 57 MINUTES 25 SECONDS EAST 71.95 FEET TO THE CENTERLINE OF LITTLE EAGLE CREEK DRAIN AND THE POINT OF BEGINNING, THE FOLLOWING 4 CALLS BEING ALONG SAID CENTERLINE: 1) THENCE NORTH 45 DEGREES 49 MINUTES 03 SECONDS WEST 154.44 FEET; 2) THENCE NORTH 47 DEGREES 06 MINUTES 06 SECONDS WEST 358.81 FEET; 3) THENCE NORTH 64 DEGREES 48 MINUTES 08 SECONDS WEST 55.53 FEET; 4) THENCE SOUTH 88 DEGREES 17 MINUTES 02 SECONDS WEST 946.47 FEET; THENCE LEAVING SAID CENTERLINE NORTH 00 DEGREES 09 MINUTES 03 SECONDS EAST 241.53 FEET; THENCE NORTH 32 DEGREES 35 MINUTES 06 SECONDS EAST 270.43 FEET; ; THENCE NORTH 24 DEGREES 22 MINUTES 28 SECONDS EAST 120.55 FEET; THENCE NORTH 20 DEGREES 27 MINUTES 38 SECONDS EAST 41.04 FEET; THENCE NORTH 17 DEGREES 24 MINUTES 26 SECONDS EAST 55.49 FEET; THENCE SOUTH 74 DEGREES 07 MINUTES 10 SECONDS EAST 177.00 FEET TO THE P.C. OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,218.50 FEET; THENCE ALONG SAID CURVE 8.54 FEET, HAVING A CHORD THAT BEARS SOUTH 16 DEGREES 04 MINUTES 53 SECONDS WEST 8.54 FEET;; THENCE SOUTH 73 DEGREES 43 MINUTES 04 SECONDS EAST 115.40 FEET; THENCE NORTH 15 DEGREES 03 MINUTES 31 SECONDS EAST 61.44 FEET; THENCE NORTH 12 DEGREES 26 MINUTES 25 SECONDS EAST 56.01 FEET; THENCE NORTH 10 DEGREES 02 MINUTES 04 SECONDS EAST 56.01 FEET; THENCE NORTH 07 DEGREES 37 MINUTES 43 SECONDS EAST 56.01 FEET; THENCE NORTH 05 DEGREES 14 MINUTES 22 SECONDS EAST 55.24 FEET; THENCE NORTH 85 DEGREES 31 MINUTES 03 SECONDS WEST 115.50 FEET TO THE P.C. OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,218.50 FEET; THENCE ALONG SAID CURVE 40.26 FEET, HAVING A CHORD THAT BEARS NORTH 03 DEGREES 03 MINUTES

57 SECONDS EAST 40.26 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST 449.06 FEET; THENCE SOUTH 10 DEGREES 20 MINUTES 28 SECONDS EAST 52.72 FEET; THENCE SOUTH 01 DEGREES 09 MINUTES 17 SECONDS WEST 51.55 FEET; THENCE SOUTH 04 DEGREES 49 MINUTES 04 SECONDS EAST 66.96 FEET; THENCE SOUTH 13 DEGREES 23 MINUTES 20 SECONDS EAST 66.36 FEET; THENCE SOUTH 21 DEGREES 55 MINUTES 17 SECONDS EAST 66.36 FEET; THENCE SOUTH 30 DEGREES 23 MINUTES 37 SECONDS EAST 65.42 FEET; THENCE SOUTH 36 DEGREES 45 MINUTES 13 SECONDS EAST 33.52 FEET; THENCE SOUTH 43 DEGREES 10 MINUTES 25 SECONDS EAST 66.36 FEET; THENCE SOUTH 51 DEGREES 42 MINUTES 23 SECONDS EAST 66.36 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 20 SECONDS EAST 66.36 FEET; THENCE SOUTH 68 DEGREES 46 MINUTES 17 SECONDS EAST 66.36 FEET; THENCE SOUTH 75 DEGREES 29 MINUTES 56 SECONDS EAST 57.26 FEET; THENCE SOUTH 77 DEGREES 48 MINUTES 53 SECONDS EAST 52.02 FEET; THENCE SOUTH 73 DEGREES 24 MINUTES 36 SECONDS EAST 52.06 FEET; THENCE SOUTH 76 DEGREES 15 MINUTES 17 SECONDS EAST 52.00 FEET; THENCE SOUTH 76 DEGREES 09 MINUTES 44 SECONDS EAST 81.37 FEET TO THE WEST RIGHT OF WAY LINE OF DITCH ROAD, THE FOLLOWING 6 CALLS ALONG SAID WEST RIGHT OF WAY AS RECORDED IN AFORESAID INSTRUMENT NUMBER 2014034600 AND IN INSTRUMENT NUMBER 2014034604: 1) THENCE SOUTH 13 DEGREES 50 MINUTES 15 SECONDS WEST 213.31 FEET; 2) THENCE SOUTH 14 DEGREES 40 MINUTES 34 SECONDS WEST 19.06 FEET; 3) THENCE SOUTH 13 DEGREES 50 MINUTES 21 SECONDS WEST 89.99 FEET TO THE P.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,060.00 FEET; 4) THENCE ALONG SAID CURVE 242.98 FEET, HAVING A CHORD THAT BEARS SOUTH 10 DEGREES 27 MINUTES 29 SECONDS WEST 242.84 FEET; 5) THENCE SOUTH 05 DEGREES 31 MINUTES 55 SECONDS WEST 10.38 FEET TO THE P.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,060.00 FEET; 6) THENCE ALONG SAID CURVE 102.10 FEET, HAVING A CHORD THAT BEARS SOUTH 05 DEGREES 22 MINUTES 37 SECONDS WEST 102.09 FEET, TO THE POINT OF BEGINNING. CONTAINING 21.356 ACRES (930,277 SQUARE FEET).

2021025596 AMENDMENT \$25.00  
04/05/2021 10:26:06A 5 PGS  
Jennifer Hayden  
HAMILTON County Recorder IN  
Recorded as Presented  


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Cross Reference: The Declaration of Covenants and Restrictions of the Gristmill Residential District Homeowners Association, Inc. recorded with the Recorder of Hamilton County, Indiana, as Instrument No. 2020011699.

**FIRST AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
GRISTMILL RESIDENTIAL DISTRICT**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of the Gristmill Residential District Homeowners Association, Inc. (the "First Amendment") is made by Gristmill WEG2, LLC, an Indiana limited liability company (the "Developer") and shall be effective as of the date on which the Developer executes this First Amendment.

**WITNESSETH:**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions of the Gristmill Residential District Homeowners Association, Inc. was recorded with the Recorder of Hamilton County, Indiana, on March 4, 2020, as Instrument No. 2020011699 (the "Declaration"); and,

**WHEREAS**, the Gristmill Trails, Section One Secondary Plat was recorded in the Office of the Recorder of Hamilton County, Indiana, on March 18, 2020, as Instrument No. 2020014550 ("Gristmill Trails, Section One"); and,

**WHEREAS**, the Gristmill Villas, Section One Secondary Plat was recorded in the Office of the Recorder of Hamilton County, Indiana, on March 18, 2020, as Instrument No. 2020014549 ("Gristmill Villas, Section One"); and,

**WHEREAS**, the Gristmill Trails, Section Two Secondary Plat was recorded in the Office of the Recorder of Hamilton County, Indiana, on March 29, 2021, as Instrument No. 2021024028 ("Gristmill Trails, Section Two"); and,

**WHEREAS**, the Gristmill Villas, Section Two Secondary Plat was recorded in the Office of the Recorder of Hamilton County, Indiana, on March 29, 2021, as Instrument No. 2021024027 ("Gristmill Villas, Section Two"); and,

**WHEREAS**, Developer has the authority to amend the Declaration with this First Amendment pursuant to Section 11.3 of the Declaration; and,

**WHEREAS**, unless otherwise defined in this First Amendment, all capitalized terms used herein and not otherwise defined shall have the same meaning as in the Declaration; and,

**WHEREAS**, the Developer desires to amend the Declaration as set forth below.

**NOW THEREFORE**, the Declaration is hereby amended as follows:

1. **Preambles and Recitations.** The foregoing preambles, recitations and definitions are made a part thereof as though fully set forth herein.
2. **The Additional Real Estate.** Pursuant to Section 11.3 of the Declaration, additional real estate may subsequently be added, annexed and subjected to the Declaration. The Declaration is hereby amended and revised to annex and subject the real estate described in what is attached hereto and incorporated hereby by reference as **Exhibit A** ("Gristmill Trails, Section Two") and **Exhibit B** ("Gristmill Villas, Section Two") to the Declaration.
3. **Section 6.20 Parking** of the Declaration is hereby deleted and shall no longer apply.
4. **Section 8.9 Notice and Quorum for Any Action Authorized Under Article VIII** shall be amended and replaced and superseded with the following:

Written notice of any meeting of the members of the Association called for the purpose of taking any action requiring a vote of the members of the Association under Article VIII shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to ~~sixty percent (60%)~~ twenty-five percent (25%) of the total voting power of the Association shall constitute a quorum. If the required quorum is not present, then 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 total voting power represented at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. **Amended Declaration.** All provisions of the Declaration not amended by this First Amendment shall remain unchanged and the Declaration, as hereby amended by this First Amendment, shall remain in full force and effect.



IN TESTIMONY WHEREOF, Developer has duly authorized and executed this First Amendment.

**“DEVELOPER”:**

Gristmill WEG2, LLC  
By William Eric Group, LLC

By: *Travis W. May*  
Travis W. May, its Manager

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Travis W. May, manager of Gristmill WEG2, LLC, who acknowledged the execution of the foregoing First Amendment.

Witness my hand and Notarial Seal this 1<sup>ST</sup> day of April, 2021.

My commission expires  
03/15/25

Resident of Hamilton County



*Jesse M. Pohlman*  
Notary Public

Printed: Jesse M. Pohlman

This instrument prepared by Robert T. Wildman, Bose, McKinney & Evans, LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204 (317) 684-5000

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. Robert T. Wildman

**EXHIBIT A**  
**GRISTMILL TRAILS, SECTION TWO**

The following description was prepared by Karen Sutton, P.S. - Indiana #LS21200013 of Weihe Engineers, Inc. as part of a survey performed under Job No. W150193-12, dated October 24, 2019.

Part of the property recorded in Instrument Number 2019050377, being in Block 1 in the Gristmill Crossing Secondary Plat recorded in Plat Cabinet 5, Slide 978 as Instrument Number 2019022914, all in the Office of the Recorder of Hamilton County, Indiana, and in the Southeast Quarter of Section 33, Township 19 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:


Beginning at the Northwest corner of the East Half of the Southeast Quarter of Section 33, Township 19 North, Range 3 East; thence on the North line of said Southeast Quarter North 89 Degrees 29 Minutes 14 Seconds East (assumed bearing) a distance of 1019.44 feet; thence South 00 Degrees 30 Minutes 46 Seconds East 153.24 feet; thence South 89 Degrees 29 Minutes 14 Seconds West 9.00 feet; thence South 00 Degrees 30 Minutes 46 Seconds East 174.00 feet; thence South 89 Degrees 29 Minutes 14 Seconds West 746.46 feet to a point on a non-tangent curve to the right, having a radius of 929.50 feet; thence along said curve 22.36 feet, having a chord that bears South 03 Degrees 37 Minutes 40 Seconds West a distance of 22.36 feet; thence North 85 Degrees 41 Minutes 00 Seconds West 174.00 feet; thence North 88 Degrees 57 Minutes 42 Seconds West 92.87 feet to the West line of the East half of the Southeast Quarter of said Section 33; thence North 00 Degrees 09 Minutes 02 Seconds East along said West line 332.40 feet to the point of beginning. Containing 7.710 acres (335,868 square feet).

**EXHIBIT B**  
GRISTMILL VILLAS, SECTION TWO

The following description was prepared by Karen Sutton, P.S. - Indiana #LS21200013 of Weihe Engineers, Inc. as part of a survey performed under Job No. W150193-12, dated October 24, 2019.

Part of the property recorded in Instrument Number 2019050377, being in Block 1 in the Gristmill Crossing Secondary Plat recorded in Plat Cabinet 5, Slide 978 as Instrument Number 2019022914, all in the Office of the Recorder of Hamilton County, Indiana, and in the Southeast Quarter of Section 33, Township 19 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:

Commencing at the Northwest corner of the East half of the Southeast Quarter of Section 33, Township 19 North, Range 3 East; thence along the West line of said East half South 00 Degrees 09 Minutes 02 Seconds West 332.40 feet to the Point of Beginning; thence South 88 Degrees 57 Minutes 42 Seconds East 92.87 feet; thence South 85 Degrees 41 Minutes 00 Seconds East 174.00 feet to a point on a non-tangent curve to the left, having a radius of 929.50 feet; thence along said curve 22.36 feet, having a chord that bears North 03 Degrees 37 Minutes 40 Seconds East 22.36 feet; thence North 89 Degrees 29 Minutes 14 Seconds East 297.40 feet to a point on a non-tangent curve to the right, having a radius of 1218.50 feet; thence along said curve 40.26 feet, having a chord that bears South 03 Degrees 03 Minutes 57 Seconds West 40.26 feet; thence South 85 Degrees 31 Minutes 03 Seconds East 115.50 feet; thence South 05 Degrees 14 Minutes 22 Seconds West 55.24 feet; thence South 07 Degrees 37 Minutes 43 Seconds West 56.01 feet; thence South 10 Degrees 02 Minutes 04 Seconds West 56.01 feet; thence South 12 Degrees 26 Minutes 25 Seconds West 56.01 feet; thence South 15 Degrees 03 Minutes 31 Seconds West 61.44 feet; thence North 73 Degrees 43 Minutes 04 Seconds West 115.40 feet to a point on a non-tangent curve to the left, having a radius of 1218.50 feet; thence along said curve 8.54 feet, having a chord that bears North 16 Degrees 04 Minutes 53 Seconds East 8.54 feet; thence North 74 Degrees 07 Minutes 10 Seconds West 177.00 feet; thence South 17 Degrees 24 Minutes 26 Seconds West 55.49 feet; thence South 20 Degrees 27 Minutes 38 Seconds West 41.04 feet; thence South 24 Degrees 22 Minutes 28 Seconds West 120.55 feet; thence South 32 Degrees 35 Minutes 06 Seconds West 270.43 feet; thence South 00 Degrees 09 Minutes 03 Seconds West 241.53 feet to the centerline of Little Eagle Creek Drain, the following four (4) calls being along said centerline; 1) thence South 88 Degrees 17 Minutes 02 Seconds West 65.17 feet to the P.C. of a curve to the right, having a radius of 360.00 feet; 2) thence along said curve 240.90 feet, having a chord that bears North 72 Degrees 33 Minutes 43 Seconds West 236.43 feet; 3) thence North 53 Degrees 23 Minutes 32 Seconds West 489.16 feet; 4) thence North 63 Degrees 15 Minutes 09 Seconds West 89.80 feet; thence North 00 Degrees 13 Minutes 24 Seconds East 166.77 feet to the north line of the tract of real estate described in Instrument No. 9207276; thence on said north line North 89 Degrees 29 Minutes 14 Seconds East 639.81 feet to the West line of the East half of said Southeast quarter; thence North 00 Degrees 09 Minutes 02 Seconds East along said West line 326.81 feet to the Point of Beginning, containing 12.574 acres, more or less (547,715 sq. Ft.).

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Jennifer Hayden  
HAMILTON County Recorder IN  
Recorded as Presented  


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**FIRST AMENDMENT TO THE DECLARATION OF  
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GRISTMILL RESIDENTIAL DISTRICT**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of the Gristmill Residential District Homeowners Association, Inc. (the "First Amendment") is made by Gristmill WEG2, LLC, an Indiana limited liability company (the "Developer") and shall be effective as of the date on which the Developer executes this First Amendment.

**WITNESSETH:**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions of the Gristmill Residential District Homeowners Association, Inc. was recorded with the Recorder of Hamilton County, Indiana, on March 4, 2020, as Instrument No. 2020011699 (the "Declaration"); and,

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**WHEREAS**, the Gristmill Villas, Section One Secondary Plat was recorded in the Office of the Recorder of Hamilton County, Indiana, on March 18, 2020, as Instrument No. 2020014549 ("Gristmill Villas, Section One"); and,

**WHEREAS**, the Gristmill Trails, Section Two Secondary Plat was recorded in the Office of the Recorder of Hamilton County, Indiana, on March 29, 2021, as Instrument No. 2021024028 ("Gristmill Trails, Section Two"); and,

**WHEREAS**, the Gristmill Villas, Section Two Secondary Plat was recorded in the Office of the Recorder of Hamilton County, Indiana, on March 29, 2021, as Instrument No. 2021024027 ("Gristmill Villas, Section Two"); and,

**WHEREAS**, Developer has the authority to amend the Declaration with this First Amendment pursuant to Section 11.3 of the Declaration; and,

**WHEREAS**, unless otherwise defined in this First Amendment, all capitalized terms used herein and not otherwise defined shall have the same meaning as in the Declaration; and,

**WHEREAS**, the Developer desires to amend the Declaration as set forth below.

**NOW THEREFORE**, the Declaration is hereby amended as follows:

1. **Preambles and Recitations.** The foregoing preambles, recitations and definitions are made a part thereof as though fully set forth herein.
2. **The Additional Real Estate.** Pursuant to Section 11.3 of the Declaration, additional real estate may subsequently be added, annexed and subjected to the Declaration. The Declaration is hereby amended and revised to annex and subject the real estate described in what is attached hereto and incorporated hereby by reference as **Exhibit A** ("Gristmill Trails, Section Two") and **Exhibit B** ("Gristmill Villas, Section Two") to the Declaration.
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5. **Amended Declaration.** All provisions of the Declaration not amended by this First Amendment shall remain unchanged and the Declaration, as hereby amended by this First Amendment, shall remain in full force and effect.

IN TESTIMONY WHEREOF, Developer has duly authorized and executed this First Amendment.

**“DEVELOPER”:**

Gristmill WEG2, LLC  
By William Eric Group, LLC

By: *Travis W. May*  
Travis W. May, its Manager

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Travis W. May, manager of Gristmill WEG2, LLC, who acknowledged the execution of the foregoing First Amendment.

Witness my hand and Notarial Seal this 1<sup>ST</sup> day of April, 2021.

My commission expires  
03/15/25

Resident of Hamilton County



*Jesse M. Pohlman*  
Notary Public

Printed: Jesse M. Pohlman

This instrument prepared by Robert T. Wildman, Bose, McKinney & Evans, LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204 (317) 684-5000

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. Robert T. Wildman

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