

For Sewer, Drainage & Utility Easement
See Bk. 4 Pgs 166-167
Recorded 7-18-86
pt lot 69 Sec 4

For Drainage Easement See 8926493 Rec. 11-21-89
For " " " See 9021207 Rec. 8-28-90

BOOK 325 PAGE 590

For First Amendment
See misc Book 175 Pages 536-537
Recorded 9-1-83

For Second Amendment
to Declaration of Covenants
and Restrictions
See misc Bk 184 Page 256
Recorded 8-21-85 21730

DECLARATION OF COVENANTS AND RESTRICTIONS

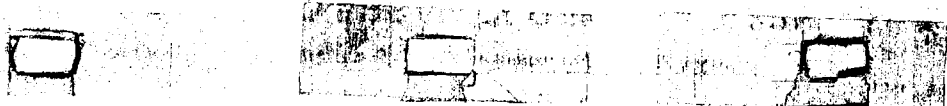
For Third Amendment Springmill Streams
to Declaration of Covenants & Restrictions
See 8742620 Rec. 9-16-87
Carmel, Indiana

For Fourth Amendment
to Declaration of Covenants & Restrictions
See Instr # 9108849 Recorded 4-19-91

RECEIVED
FOR RECORDING
APR 16 2 26 PM '81
MARY L. CLARK
RECORDER
HAMILTON CO., IND.

This Instrument Recorded April 16, 1981
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

Recorded April 16, 1981
Deed Record 325, Pages 590-610
Office of the Hamilton County Recorder



DECLARATION OF COVENANTS AND RESTRICTIONS

Springmill Streams

INDEX

	<u>Page</u>
1. Definitions	1
2. Declaration	3
3. Additions to the Subdivision	4
4. Construction of Residences	4
(a) Land Use	4
(b) Size of Residence	4
(c) Temporary Structures	4
(d) Building Location and Grade Line Elevation ...	4
(e) Building Completion	4
(f) Driveways	5
(g) Yard Lights	5
(h) Storage Tanks	5
(i) Construction	5
(j) Mailboxes	5
5. Maintenance of Lots	5
(a) Vehicle Parking	5
(b) Signs	5
(c) Fencing	5
(d) Vegetation	5
(e) Nuisances	5
(f) Garbage and Refusal Disposal	6
(g) Livestock and Poultry	6
(h) Outside Burning	6
6. Maintenance of the Entry Ways	6
7. Maintenance of the Lakes	6
8. Maintenance of the Drainage System	6
9. Drainage Structures	6
10. Sewage Disposal Systems	7
(a) Installation	7
(b) Restrictions on Use of Absorption Field	8
11. Planning Committee	8
(a) Membership	8
(b) Approval of Construction	8
(c) Lot Development Plan	8
(d) Procedures	8
12. Assessments	8
(a) Creation of the Lien and Personal Obliga- tion of Assessments	8
(b) Effect of Nonpayment of Assessments; Remedies of the Planning Committee	9
(c) Subordination of the Lien to Mortgages	9
(d) Certificates	9
13. Easements	9
(a) Plat Easements	9
(i) Drainage Easements	9
(ii) Sewer Easements	10
(iii) Utility Easements	10
(iv) Entry Way Easements	10
(b) Public Health and Safety Easements	10

	<u>Page</u>
(c) Lake Easements	10
(d) Drainage Board Easement	10
14. Declarant's Use During Construction	10
15. Enforcement	11
16. Amendments	11
(a) Amendments Prior to December 31, 1991	11
(b) Amendments After December 31, 1991	11
17. Interpretation	11
18. Non-Liability of Declarant	12
19. Duration	12
20. Severability	12
Execution by Declarant	12
Consent of Mortgagee	13
Exhibit A Development Area	
Exhibit B Land Use Plan	
Exhibit C Section One	

DECLARATION OF COVENANTS AND RESTRICTIONS

Springmill Streams

This Declaration, made this 1st day of April, 1981, by
 SPRINGMILL PROPERTIES, an Indiana general partnership,

WITNESSETH:

WHEREAS, the following facts are true:

- A. Declarant is the legal or equitable owner of the real estate located in Hamilton County, Indiana, described in Exhibit A which Declarant intends, but is not obligated, to develop as a single-family residential subdivision.
- B. Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the Subdivision and for the maintenance thereof and the improvements thereon, and to this end desires to subject the Subdivision together with such additions as may hereafter be made thereto (as provided in Paragraph 3) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of the Lots and lands in the Subdivision and the future owners thereof.
- C. Declarant deems it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create an agency to which may be delegated and assigned the powers of administering and enforcing the Restrictions, collecting and disbursing the Assessments and charges hereinafter created, and promoting the health, safety and welfare of the Owners of the Lots in the Subdivision.
- D. Declarant intends to establish the Planning Committee for the purpose of exercising such functions.

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

1. Definitions. The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Assessments" means all sums lawfully assessed against the Owners by the Planning Committee or as declared by this Declaration or any Supplementary Declaration.

(b) "Declarant" means Springmill Properties, its successors and assigns to its interest in the Subdivision other than Owners purchasing Lots by deed from Declarant (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant).

(c) "Development Area" means the real estate described in Exhibit A.

(d) "Drainage Board" means the Hamilton County, Indiana, Drainage Board, its successors or assigns.

(e) "Drainage Structures" means the real estate so denoted on Exhibit B and the structures, ditches, pipes and other drainage facilities located thereon and thereunder, all or part of which may be established as legal drains subject to the jurisdiction of the Drainage Board.

(f) "Drainage Systems" means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, and the other structures, fixtures, properties, equipment and facilities located in the Subdivision and designed for the purpose of expediting the drainage of surface and subsurface waters from, over and across the Subdivision, including but not limited to those shown or referred to on a Plat, all or part of which may be established as legal drains subject to the jurisdiction of the Drainage Board.

(g) "Entry Way" means the structures constructed by Developer as an entrance to the Subdivision or a part thereof (exclusive of the street pavement, curbs and drainage structures and tile), the traffic island, if any, and the grassy area surrounding such structures.

(h) "Lake" means any lake located within the Subdivision and "Lakes" means all lakes located within the Subdivision.

(i) "Lot" means a platted lot as shown on a Plat.

(j) "Lot Development Plan" means (i) a site plan prepared by a licensed engineer or architect, (ii) building plans, including elevation and floor plans, (iii) material plans and specifications, (iv) landscaping plan, and (v) all other data or information which the Planning Committee may request.

(k) "Maintenance Costs" means all of the costs necessary to keep the facilities to which the term applies operational and in good condition, including but not limited to the cost for all upkeep, maintenance, repair, replacement of all or any part of any such facility, payment of all insurance with respect thereto, all taxes imposed on the facility and on the underlying easement or right of way, and any other expense related to the continuous operation of the facility.

(l) "Owner" means a Person, including Declarant, who at the time has or is acquiring any interest in a Lot

except a Person who has or is acquiring such an interest merely as security for the performance of an obligation.

(m) "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(n) "Planning Committee" means the committee referred to in Paragraph 11 of this Declaration.

(o) "Plat" means a plat of a part of the Development Area recorded in the Office of the Recorder of Hamilton County, Indiana.

(p) "Pro-rata" means equally among all Owners to whom the Maintenance Cost is assessed.

(q) "Residence" means any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and out-buildings and recreational facilities usual and incidental to the use of a residential lot.

(r) "Restrictions" means the covenants, conditions, easements, charges, liens and restrictions and all other provisions set forth in this Declaration, or any Supplementary Declaration, as the same may from time to time be amended.

(s) "Section" means that portion of the Development Area which is depicted upon a Plat.

(t) "Subdivision" means the real estate described in Exhibit C to this Declaration, and such other real estate as may from time to time be annexed thereto under the provisions of Paragraph 3 hereof.

(u) "Supplementary Declaration" means any Plat or supplementary declaration of covenants and restrictions which may be recorded and which extends the provisions of this Declaration to a Section and contains such complementary provisions for such Section as are required or permitted by this Declaration.

(v) "Springmill Streams" means the name by which the Subdivision shall be known.

(w) "Zoning Authority" with respect to any action means the Carmel Building Commissioner or, where he lacks capacity to take the action, or fails to take such action, the governmental body or bodies, administrative or judicial, in whom authority is vested under applicable law to hear appeals from, or review the action, or the failure to act, of the Commissioner, and shall also apply to the legal successors in interest to such Commissioner or body or bodies.

2. Declaration. Declarant hereby expressly declares that the Subdivision and any additions thereto pursuant to Paragraph 3 hereof shall be held, transferred and occupied subject to the Restrictions. The Owners of any Lot subject to these Restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by

the act of occupancy of any Lot, shall accept such deed and execute such contract 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 Declarant and of the Planning Committee with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Planning Committee and the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

3. Additions to the Subdivision. Declarant shall have the right to bring within the scheme of this Declaration and add to the Subdivision real estate which is part of the Development Area or which is contiguous to the Development Area. In determining contiguity, public rights of way shall not be considered.

Such additions shall be made by the filing of record of one or more Supplementary Declarations with respect to the additional real estate. For purposes of this Paragraph 3, a Plat depicting a portion of the Development Area shall be deemed a Supplementary Declaration.

4. Construction of Residences.

(a) Land Use. Lots may be used only for residential purposes and only one Residence may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in the Subdivision than the number of original Lots described on the Plats.

(b) Size of Residence. No Residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of 2,500 square feet if a one-story structure, or 1,400 square feet if a higher structure, but in the case of a building higher than one story, there must also be at least 600 square feet in addition to the ground floor area. In no event shall any Residence have a floor area of less than 2,500 square feet.

(c) Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.

(d) Building Location and Grade Line Elevation. No building may be erected between the building line shown on a Plat and the front Lot line; and no structure or part thereof may be built or erected nearer than ten (10) feet to any side Lot line or nearer than twenty (20) feet to any rear Lot line. A minimum grade line elevation, shown on the development plan for the Subdivision, has been established for each Lot and no grade line can be constructed lower than said minimum without the written consent of the Planning Committee. Before construction commences, the grade line shall be physically checked on the Lot and certified by a licensed professional engineer or a licensed land surveyor.

(e) Building Completion. Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any Residence built upon any Lot shall be completed within one (1) year after the date of commencement of the building process, after which time the Planning Committee may re-enter,

take possession of the Lot, without notice, and sell the Lot together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the Owner of the Lot at the time of sale.

(f) Driveways. All driveways shall be paved and maintained dust free.

(g) Yard Lights. Each Owner shall provide and maintain on his Lot a front yard light which must operate from dusk to dawn. The location, size and type of light shall be subject to the approval of the Planning Committee.

(h) Storage Tanks. Any gas or oil storage tanks used in connection with a Lot shall be either buried or located in a Residence such that they are completely concealed from public view.

(i) Construction. All construction upon a Lot shall be completed strictly in accordance with the Lot Development Plan approved by the Planning Committee.

(j) Mailboxes. All mailboxes installed upon Lots shall be uniform and shall be of a type, color and manufacture approved by the Planning Committee. Such mailboxes shall be installed upon posts approved as to type, size and location by the Planning Committee.

5. Maintenance of Lots.

(a) Vehicle Parking. No camper, motor home, truck, trailer or boat may be parked or stored overnight or longer on any Lot in open public view.

(b) Signs. No sign of any kind shall be displayed to the public view on any Lot except that one sign of not more than five (5) square feet may be displayed at any time for the purpose of advertising the property for sale or for rent, or may be displayed by a builder to advertise the property during construction and sale.

(c) Fencing. No fence, wall, hedge or shrub planting higher than eighteen (18) inches shall be permitted between the front property line and the front building set-back line except where such planting is part of Residence landscaping and the prime root thereof is within four (4) feet of the Residence. Trees shall not be deemed "shrubs" unless planted in such a manner as to constitute a "hedge". No chain link fence shall be erected upon a Lot if it would be visible from a street.

(d) Vegetation. An Owner shall not permit the growth of weeds and volunteer trees and bushes on its Lot, and shall keep its Lot reasonably clear from such unsightly growth at all times. Failure to comply with this Restriction shall authorize the Planning Committee to cut weeds and clear the Lot of such growth at the expense of the Owner thereof and the Planning Committee shall have a lien against the cleared Lot for the expense thereof.

(e) Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

(f) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall not be kept on any Lot except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

(g) Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance.

(h) Outside Burning. No trash, leaves, or other materials shall be burned upon a Lot if smoke therefrom would blow upon any other Lot.

6. Maintenance of the Entry Ways. Prior to December 31, 1983, Declarant shall maintain the Entry Ways except for grassy areas which are a part of a Lot. After such date, the Owners of the Lots upon which the Entry Ways are located or which any part of any Entry Way shall maintain the Entry Ways. If such Owners fail to so maintain the Entry Ways, the Planning Committee shall do so and the Maintenance Costs thereof shall be assessed Pro-rata among the Owners who have failed to maintain the Entry Ways as required hereby. Grass, trees, shrubs and other plantings constituting a part of an Entry Way shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to the Subdivision or a part thereof.

7. Maintenance of the Lakes. Prior to December 31, 1983, Declarant shall maintain the Lakes to the extent not maintained by the Drainage Board. After such date, the Planning Committee shall maintain the Lakes to the extent not maintained by the Drainage Board and the Maintenance Costs thereof shall be assessed Pro-rata among the Owners of Lots upon which a Lake is located. The Lakes shall be kept free of debris and otherwise in reasonably clean condition. Each Owner of a Lot upon which a Lake is located shall be responsible at all times for maintaining so much of the bank of the Lake as constitutes a part of his Lot.

8. Maintenance of the Drainage System. Declarant shall maintain the Drainage System in good condition satisfactory for the purpose for which it was constructed until the earlier of December 31, 1983, or the date the Drainage System is accepted as a legal drain by the Drainage Board. After the earlier of such dates, the Planning Committee shall maintain the Drainage System to the extent not maintained by the Drainage Board and the Maintenance Costs thereof shall be assessed against all Lots serviced by that part of the Drainage System with respect to which Maintenance Costs are incurred. Each Owner shall be individually liable for the cost of maintenance of any drainage system located entirely upon his Lot which is devoted exclusively to drainage of his Lot and which is not maintained by the Drainage Board.

9. Drainage Structures. The Drainage Structures have been, or will be, constructed for the purpose of controlling drainage within and adjacent to the Development Area and for maintaining the water levels in the Lakes. Declarant, the Planning Committee and the Drainage Board shall each have access over, through and to the Drainage Structures in order to

operate and maintain them for such purposes, and an easement over each Lot for such purposes is granted hereby, but neither Declarant nor the Planning Committee shall have any duty to operate or maintain the Drainage Structures except as otherwise specifically provided herein. The Planning Committee shall operate and maintain the Drainage Structures to the extent the Drainage Board does not do so and the Maintenance Costs thereof shall be assessed Pro-Rata against all Lots in the Subdivision.

10. Sewage Disposal Systems.

(a) Installation. Private sewage disposal systems which are installed on Lots shall be installed thereon in strict compliance with the following procedure:

(i) Detailed plans ("Septic Plan") shall be prepared by a registered engineer approved by the Planning Committee illustrating (A) the location of the improvements to be constructed, building lines, lot lines, easements, septic tank, distribution box or equivalent, and absorption field; (B) the location, depth, size, direction of flow and gradient of required peripheral subsurface drain tile, proposed grades and the direction of subsurface water flowage on the site; (C) details of construction including depth of septic tank and distribution box, and depth, gradient and size of the absorption field; (D) detailed installation specifications, performance data and means of maintenance for any system in lieu of a conventional septic tank and appurtenances; and (E) any other detail reasonably required by the Planning Committee.

(ii) The Owner shall specify the contractor who is to install the sewage disposal system, which contractor must be bonded, experienced and competent in this type of installation.

(iii) The Owner shall submit the foregoing information, as required, for approval by the Hamilton County Sanitarian ("Sanitarian") and for review by the Zoning Authority.

(iv) The Septic Plan and supporting documents stamped with the approval of the Sanitarian shall then be fully reviewed by the Planning Committee and, if approved, stamped for approval.

(v) The Owner shall cause the system to be installed in accordance with the approved Septic Plan and specifications and leave the system uncovered for inspection by a registered engineer approved by the Planning Committee who shall certify as to compliance with the approved Septic Plan and specifications. Before back-filling, the Owner shall advise the Sanitarian that the construction is ready for inspection and give the Sanitarian a reasonable opportunity to make an inspection.

(vi) A copy of the engineer's certified percolation tests and sewage system design shall be sent to the Sanitarian for his records.

Prior to submission of the Septic Plan, the Owner shall cause at least three (3) certified percolation tests to be made on his Lot, and the Septic Plan shall show thereon the location of such percolation tests and the results thereof. The absorption field shall be located in the immediate area of the three (3)

certified percolation tests and may not be relocated unless additional certified percolation tests are conducted, the results submitted to, and approved by, the Planning Committee, and an amended Septic Plan submitted to, and approved by, the Planning Committee showing the new location of the absorption field. If the certified percolation tests on a Lot average between forty-five (45) and sixty (60) minutes per inch at a stabilized rate, the Planning Committee may require that an individual aerobic treatment facility be installed in lieu of a septic tank. No downspouts shall be connected to the peripheral subsurface drain tile, but all sump pumps shall be so connected.

(b) Restrictions on Use of Absorption Field. No Owner of any Lot shall pave over or otherwise obstruct the absorption field located on his Lot without the prior written approval of the Sanitarian and the Planning Committee.

11. Planning Committee.

(a) Membership. The Planning Committee consisting of three (3) or more Persons shall be appointed by Declarant until such time as Declarant no longer owns any part of the Development Area or any Lot, when the members of the Planning Committee shall be selected by the Owners in such manner as they may among themselves determine. The Planning Committee may adopt a Code of By-Laws to regulate the conduct of its affairs.

(b) Approval of Construction. Except as otherwise expressly provided in this Declaration, no building, fence, wall, Residence or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Planning Committee.

(c) Lot Development Plan. Prior to the construction of any Residence, fence, wall or other structure upon a Lot and prior to any remodeling or alteration thereof or addition thereto, a Lot Development Plan therefor shall be submitted to the Planning Committee.

(d) Procedures. If the Planning Committee fails to approve, modify or disapprove in writing an application for an approval required by subparagraph (b) within thirty (30) days after receipt of the Lot Development Plan and such further information as the Planning Committee may require, then approval will be deemed granted to the Owner to proceed in accordance with the submitted Lot Development Plan.

12. Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants, and each Owner 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 the following: (1) the Maintenance Costs assessed against his Lot as provided herein or in any Supplementary Declaration and (2) such additional charges for Maintenance Costs or other expenses incurred by the Planning Committee as may be made by the Planning Committee pursuant to its Code of By-Laws.

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. 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.

(b) Effect of Nonpayment of Assessments; Remedies of the Planning Committee. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be established by the Planning Committee. The Planning Committee shall be entitled to institute in any court of competent jurisdiction any lawful action to collect the delinquent Assessment plus any expenses or costs, including attorneys' fees, incurred by the Planning Committee in collecting such Assessment. If the Planning Committee has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Planning Committee 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 non-use of any facility maintained by the Planning Committee or abandonment of his Lot.

(e) Subordination of the Lien to Mortgages. 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 assessment lien. 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 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.

(d) Certificates. The Planning Committee shall, upon demand, at any time, furnish a certificate in writing signed by a member thereof that the Assessments on a Lot have been paid or that certain Assessments remain unpaid, as the case may be. A reasonable charge may be made by the Planning Committee for the issuance of such certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

13. Easements

(a) Plat Easements. In addition to such easements as are created elsewhere in this Declaration and as may be created by Declarant pursuant to written instruments recorded in the office of the Recorder of Hamilton County, Indiana, Lots are subject to drainage easements, sewer easements, utility easements and entry way easements, either separately or in any combination of the four, as shown on the Plats, which are reserved for the use of Owners, public utility companies and governmental agencies as follows:

(i) Drainage Easements (DE) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the Subdivision and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across his own Lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any

manner, the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage, by Declarant, and by the Planning Committee, but neither Declarant nor the Planning Committee shall have any duty to undertake any such construction or reconstruction. Said easements are for the mutual use and benefit of the Owners.

(ii) Sewer Easements (SE) are created for the use of the local governmental agency having jurisdiction over any storm and sanitary waste disposal system which may be designed to serve the Subdivision for the purpose of installation and maintenance of sewers that are a part of said system.

(iii) Utility Easements (UE) are created for the use of Declarant, the Planning Committee and all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements.

(iv) Entry Way Easements (EWE) are created for the use by Declarant and the Owners for the installation, operation and maintenance of the Entry Ways.

All easements mentioned herein include the right of reasonable ingress and egress for the exercise of other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement, but a paved driveway necessary to provide access to a Lot from a public street shall not be deemed a "structure" for the purpose of this Restriction.

(b) Public Health and Safety Easements. An easement is hereby created for the benefit of, and granted to, all police, fire protection, ambulance, delivery vehicles, and all similar Persons to enter the Subdivision in the performance of their duties.

(c) Lake Easements. An easement is hereby created for the benefit of, and granted to, Declarant, the Drainage Board and the Owners of Lots upon which a Lake is located for the creation of the Lakes and the maintenance and use thereof. The Lakes may be used only by Owners of Lots upon which a portion of a Lake is located and by such Owners only for swimming and boating. No motor-powered boats shall be permitted upon any Lake, and no dock or other structure may be extended into any Lake without the prior written consent of the Planning Committee. Each Owner of a Lot upon which a portion of a Lake is located shall indemnify and hold harmless Declarant and each other Owner against all loss or damage incurred as a result of injury to any Person or damage to any property, or as a result of any other cause or thing, arising from or related to use of or access to a Lake by any Person who gains access to a Lake over or across such Owner's Lot.

(d) Drainage Board Easement. An easement is hereby created for the benefit of, and granted to, the Drainage Board to enter the Subdivision and all Lots therein to the extent necessary to exercise its rights with respect to the Lakes, the Drainage System and the Drainage Structures.

14. Declarant's Use During Construction. Notwithstanding any provisions to the contrary contained herein or in any other instrument or agreement, Declarant or its sales agents or contractors may maintain during the period of construction and sale of Lots and Residences in the Subdivision or the Development Area, upon such portion thereof as is owned by Declarant, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Lots and Residences, including, but without limiting the generality thereof, a business office, storage area, construction yards, signs, model Residences and sales office.

15. Enforcement. The Planning Committee, any Owner, Declarant or the Zoning Authority shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of any Supplementary Declarations, but neither Declarant nor the Planning Committee shall be liable for damages of any kind to any Person for failure to abide by, 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. There shall be no rights of reversion or forfeiture of title resulting from violations of this Declaration.

16. Amendments

(a) Amendments Prior to December 31, 1991. Declarant hereby reserves the right unilaterally to amend and revise the standards, covenants and restrictions contained in this Declaration during the period prior to December 31, 1991. Such amendments shall be in writing, executed by Declarant, and recorded with the Recorder of Hamilton County, Indiana. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment. Declarant shall give notice in writing to such Owners of any amendments. Declarant shall not have the right at any time by amendment of this Declaration to grant or establish any easement through, across or over any Lot which Declarant has previously conveyed except with the consent of the Owner of such Lot.

(b) Amendments After December 31, 1991. At any time after December 31, 1991, the provisions herein contained may be amended by the Owners of sixty percent (60%) of the Lots. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of any Owner with respect to a Lot conveyed to such Owner prior to the amendment without the consent of that Owner. The Planning Committee shall give notice in writing to Owners of any amendments. The Owners shall not have the right at any time by amendment of this Declaration or otherwise to grant or establish any easement through, across or over any Lot which has previously been conveyed except with the consent of the Owner of that Lot.

17. Interpretation. The underlined titles preceding the various paragraphs and subparagraphs of this 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 Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the feminine or to the neuter.

18. Non-Liability of Declarant. Declarant shall not have any liability to an Owner or to any other Person with respect to drainage on, over or under a Lot or with respect to any sewage disposal system located or proposed to be located thereon. Such drainage and sewage disposal systems shall be the responsibility of the Owner of the Lot upon which a Residence is constructed and of the builder of such Residence and an Owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Declarant free and harmless from and against any and all liability arising from, related to, or in connection with drainage on, over and under the Lot described in such deed or any sewage disposal system located, or to be located, thereon. Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant, and no duty of, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.

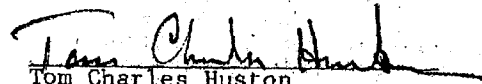
19. Duration. The foregoing covenants and restrictions are for the mutual benefit and protection of the present and future Owners, the Planning Committee, and the Declarant and shall run with the land and shall be binding on all parties and all Persons claiming under them until January 1, 2010, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those Persons who are then the Owners of a majority of the Lots in the Subdivision.

20. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of the Declarant as of the date first above written.

SPRINGMILL PROPERTIES

By

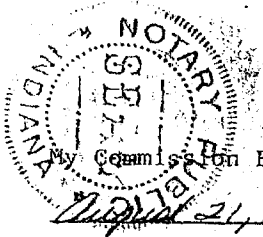

Tom Charles Huston
Assistant General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BOOK 325 PAGE 605

Before me, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, by me known, and by me known to be the Assistant General Manager of Springmill Properties, an Indiana general partnership, who acknowledged the execution of the above and foregoing Declaration of Covenants and Restrictions for and on behalf of said general partnership.

WITNESS my hand and Notarial Seal this 1st day of April, 1981.



David L. Karr
Notary Public
residing in Marion County

DORIS A. KARR
(Printed)

CONSENT OF MORTGAGEE

The undersigned, MERCHANTS NATIONAL BANK & TRUST COMPANY OF INDIANAPOLIS, being the holder of an existing mortgage on the Subdivision, as defined in the above and foregoing Declaration, which Mortgage was dated February 26, 1981, and recorded in the Office of the Recorder of Hamilton County, Indiana, on March 2, 1981, in Mortgage Record 409, Pages 419-424, hereby consents to the recording of the above and foregoing Declaration and the submission of the Subdivision to the provisions of said Declaration, and further agrees that its mortgage shall be subject to the provisions of the foregoing Declaration.

EXECUTED this 1st day of April, 1981.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By James P. McCallister, A.V.P.
JAMES P. McCallister
(Printed)

Its Assistant Vice President

ATTEST:

Virginia L. Pfadt
Virginia L. Pfadt
(printed)

Its Assistant Cashier

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BOOK 325 PAGE 606

Before me, a Notary Public in and for said County and State, personally appeared James P. McCallister and Virginia L. Pfadt, the Ass't. Vice President and Assistant Cashier, respectively, of Merchants National Bank & Trust Company of Indianapolis, who acknowledged the execution of the above and foregoing Consent for and on behalf of said bank as mortgagee.

WITNESS my hand and Notarial Seal this 1st day of April, 1981.

Jan Lorraine Linton
Jan Lorraine Linton Notary Public
residing in Marion County

Jan Lorraine Linton



My Commission Expires:
April 23, 1984

Jan Lorraine Linton
Notary Public
County of Residence: Marion
My Commission Expires
4/23/84

This instrument prepared by Tom Charles Huston, Attorney-at-Law,
1313 Merchants Bank Building, Indianapolis, Indiana 46204

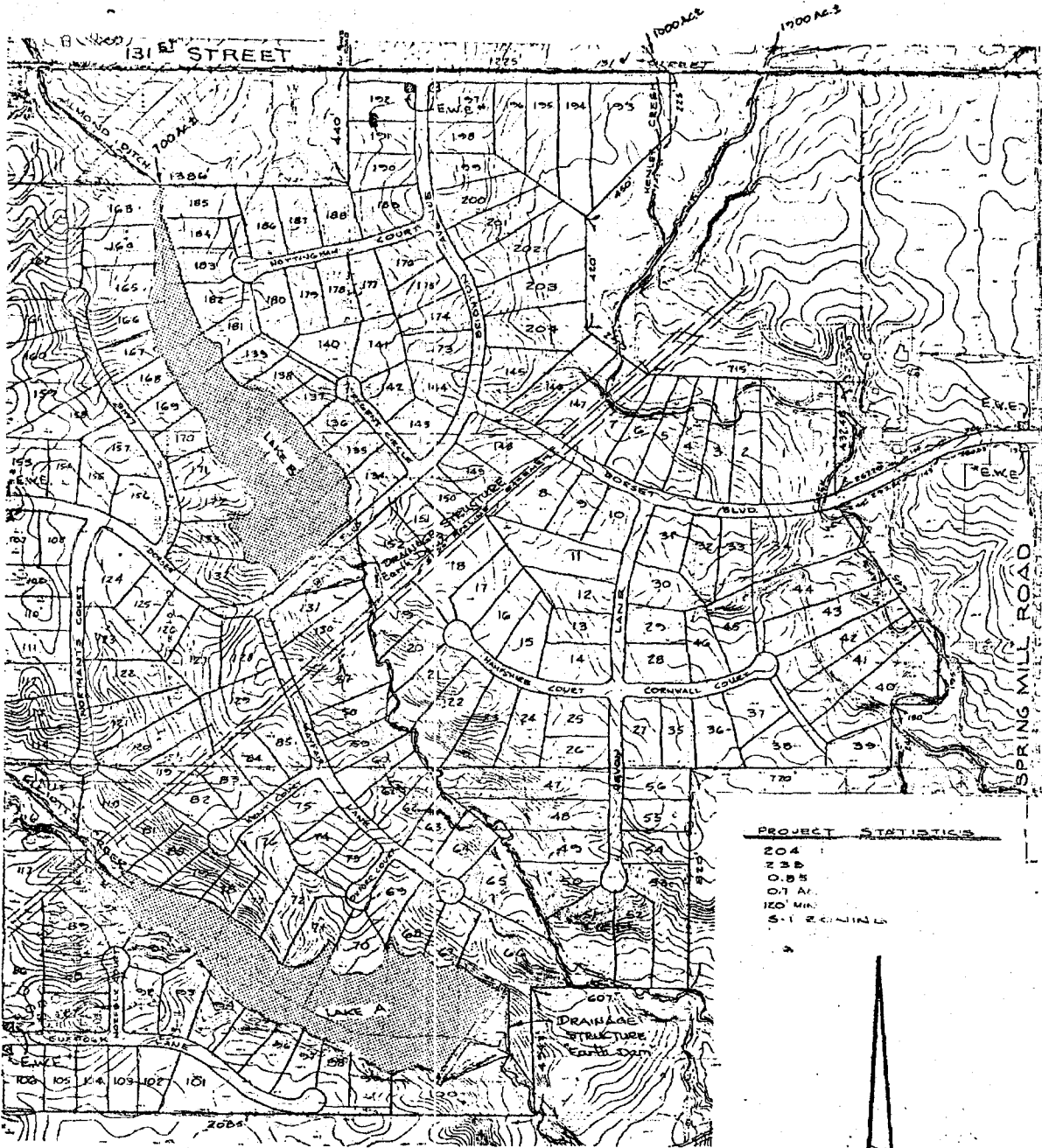
EXHIBIT A

Development Area

BOOK 325 PAGE 607

Part of the South Half of Section 27 and part of the North Half of Section 34 all in Township 18 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Southeast Quarter of said Section 27; thence along the North line of said Quarter Section Easterly 1225 feet; thence deflecting right 90 degrees a distance of 225 feet; thence deflecting right 45 degrees a distance of 450 feet; thence deflecting left 45 degrees a distance of 420 feet; thence deflecting left 37 degrees a distance of 290 feet; thence deflecting left 50 degrees a distance of 715 feet; thence deflecting right 87 degrees a distance of 432.48 feet to a curve having a radius of 1118.15 and a central angle of 13 degrees 41 minutes 47 seconds; thence Easterly along said curve 267.29 feet to the tangency of said curve; thence Easterly along said tangency 145 feet to a curve having a radius of 584.81 feet and a central angle of 30 degrees; thence Easterly along said curve 306.21 feet to the tangency of said instant curve; thence along said instant tangency Easterly a distance of 135 feet, more or less to the East line of the Southeast Quarter of said Section 27; thence along the East line thereof Southerly 50.00 feet; thence deflecting right 90 degrees a distance of 135 feet to a curve having a radius of 534.81 feet and a central angle of 30 degrees; thence Westerly along said curve 280.03 feet to the tangency of said curve; thence along said tangency Westerly 145 feet to a curve having a radius of 1168.15 feet and a central angle of 14 degrees 24 minutes 45 seconds; thence Westerly along said instant curve 293.84 feet; thence deflecting left 74 degrees 24 minutes 45 seconds from the prolongation of the tangent of the instant curve a distance of 45 feet; thence deflecting left 41 degrees a distance of 645 feet; thence deflecting right 41 degrees a distance of 195 feet; thence deflecting right 90 degrees a distance of 180 feet; thence deflecting left 90 degrees a distance of 240 feet, more or less to the South line of the Southeast Quarter of said Section 27; thence along the South line of the Southeast Quarter of said Section 27 and the North line of the Northeast Quarter of Section 34, Westerly a distance of 770 feet; thence deflecting left 90 degrees a distance of 820 feet to the Northeast corner of a tract of land as described in a Warranty Deed recorded in Book 220, page 263 on June 4, 1968 in the Office of the Recorder of Hamilton County, Indiana (the next two courses are along said tract); thence deflecting right 90 degrees along said tract a distance of 607 feet to the Northwest corner of said tract; thence deflecting left 90 degrees along said tract a distance of 494.3 feet to the Southwest corner of said tract, said corner lies on the South line of the North Half of said Section 34; thence along the South line of said North Half Westerly 2085 feet, more or less to Clay Center Road; thence along said Clay Center Road, Northerly 3501 feet, more or less, to a point which is South along said Clay Center Road 440 feet from a point on the North line of the Southwest Quarter of said Section 27; thence parallel with the North line of said Southwest Quarter Section Easterly 1386 feet, more or less, to a stone on the East line of the Southwest Quarter of said Section 27 which is South along said East line 440 feet from the point of beginning; thence along said East line Northerly 440 feet to the Point of Beginning, containing 238 acres, more or less.



PROJECT STATISTICS

- 204
- 238
- 0.85
- 0.7 AC
- 120' MIN
- 5-1 EOVING



SCALE: 1"=500'

* DENOTES "ENTRANCE WAY EASEMENT"

EXHIBIT "B" LAND USE PLAN

AN ATTACHMENT TO THE "DECLARATION OF COVENANTS AND RESTRICTIONS" FOR "SPRINGMILL STREAMS" LOCATED IN CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA.

EXHIBIT C

Legal Description
Section One - Springmill Streams

BOOK 325 PAGE 609

Part of the Southeast Quarter of Section 27, Township 18 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at a stone found marking the Southeast corner of said Quarter Section; thence along the East line thereof North 00 degrees 25 minutes 34 seconds West 1219.00 feet to the Point of Beginning; thence South 89 degrees 34 minutes 26 seconds West 135.00 feet to a curve having a radius of 534.81 feet, the radius point of which bears South 00 degrees 25 minutes 34 seconds East; thence Southwesterly along said curve an arc distance of 280.03 feet to a point which bears North 30 degrees 25 minutes 34 seconds West from said radius point; thence South 59 degrees 34 minutes 26 seconds West 145.00 feet to a curve having a radius of 1150.83 feet, the radius point of which bears North 30 degrees 25 minutes 34 seconds West; thence Westerly along said curve an arc distance of 273.38 feet to a point which bears South 16 degrees 48 minutes 56 seconds East from said radius point; thence South 00 degrees 00 minutes 00 seconds 41.72 feet; thence South 40 degrees 15 minutes 00 seconds East 150.00 feet; thence South 70 degrees 10 minutes 00 seconds West 705.54 feet; thence South 03 degrees 22 minutes 33 seconds East 265.18 feet to a curve having a radius of 695.43 feet, the radius point of which bears North 06 degrees 25 minutes 35 seconds West; thence Westerly along said curve an arc distance of 78.00 feet to a point which bears South 00 degrees 00 minutes 00 seconds from said radius point; thence North 90 degrees 00 minutes 00 seconds West 22.01 feet; thence South 00 degrees 00 minutes 00 seconds 315.00 feet; thence North 90 degrees 00 minutes 00 seconds West 904.39 feet to the approximate center line of Almond Ditch (the next 17 courses are along the approximate center line of said Almond Ditch); (1) thence North 23 degrees 11 minutes 55 seconds West 21.87 feet; (2) thence North 46 degrees 10 minutes 09 seconds West 34.66 feet; (3) thence North 10 degrees 23 minutes 10 seconds West 32.41 feet; (4) thence North 79 degrees 27 minutes 27 seconds West 65.24 feet; (5) thence North 57 degrees 15 minutes 53 seconds West 33.29 feet; (6) thence North 04 degrees 34 minutes 26 seconds West 25.08 feet; (7) thence North 31 degrees 47 minutes 56 seconds East 58.83 feet; (8) thence North 17 degrees 39 minutes 00 seconds West 23.09 feet; (9) thence North 36 degrees 15 minutes 14 seconds West 37.20 feet; (10) thence North 05 degrees 16 minutes 26 seconds East 65.28 feet; (11) thence North 27 degrees 08 minutes 59 seconds West 43.83 feet; (12) thence South 86 degrees 07 minutes 45 seconds West 36.43 feet; (13) thence North 22 degrees 08 minutes 56 seconds West 41.62 feet; (14) thence North 16 degrees 41 minutes 57 seconds East 31.32 feet; (15) thence North 22 degrees 41 minutes 38 seconds West 59.62 feet; (16) thence North 26 degrees 33 minutes 54 seconds East 31.31 feet; (17) thence North 15 degrees 23 minutes 44 seconds West 25.00 feet; thence North 48 degrees 33 minutes 01 seconds East 1392.61 feet; thence South 88 degrees 44 minutes 20 seconds East 725.00 feet; thence South 00 degrees 00 minutes 00 seconds 433.07 feet to a curve having a radius of 1100.83 feet, the radius point of which bears North 17 degrees 36 minutes 14 seconds West; thence Northeasterly along said curve an arc distance of 246.56 feet to a point which bears South 30 degrees 25 minutes 34 seconds East from said radius point;

Legal Description
Section One - Springmill Streams
Continued

BOOK 325 PAGE 610

thence North 59 degrees 34 minutes 26 seconds East 145.00 feet, to a curve having a radius of 584.81 feet, the radius point of which bears South 30 degrees 25 minutes 34 seconds East; thence Easterly along said curve an arc distance of 306.21 feet to a point which bears North 00 degrees 25 minutes 34 seconds East; thence Easterly along said curve an arc distance of 306.21 feet to a point which bears North 00 degrees 25 minutes 34 seconds West from said radius point; thence North 89 degrees 34 minutes 26 seconds East 135.00 feet to a point in the East line of said Quarter Section which bears North 00 degrees 25 minutes 34 seconds West from the point of beginning, thence along said East line South 00 degrees 25 minutes 34 seconds East 50.00 feet to the Point of Beginning, containing 39.545 acres, more or less.

This Instrument Recorded April 16 1981
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND

NO
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS FIRST AMENDMENT to that certain Declaration of Covenants and Restrictions dated April 1, 1981 (the "Declaration"), is executed this 24th day of August, 1983, by Springmill Properties, an Indiana general partnership ("Declarant"), who by the execution hereof, hereby declares that:

1. Recitals. The following facts are true:

(a) The Declaration was recorded in the office of the Recorder of Hamilton County, Indiana, on April 16, 1981, in Deed Record 325, pages 590-610.

(b) Declarant has the right unilaterally to amend and revise the Declaration pursuant to the provisions of Paragraph 16 of the Declaration.

2. Amendments. The Declaration is amended as follows:

(a) Paragraph 4(a) is amended by adding the following thereto:

"Notwithstanding any provision in the applicable zoning ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and accessory to single family dwellings."

(b) The following is added to Paragraph 5:

"(i) Antennas and Receivers. No satellite receiver or down-link shall be permitted on any Lot, nor shall any exterior antenna be permitted thereon without the prior written consent of the Planning Committee. The Planning Committee shall not be obligated to give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the Lot or to the installation of any other exterior antenna if all Owners of Lots within 200 feet of the Lot upon which the proposed antenna would be erected do not consent in writing to the installation thereof.

(j) Exterior Lights. No exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another Lot."

(c) The following is added as Paragraph 21:

"21. Maintenance of Streets. Any street, road or drive constructed for the purpose of providing common access by the public to more than one (1) Lot ("Street") that is not accepted for maintenance by

This Instrument Recorded Sept 1 1983
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

RECEIVED
SEP 1 11 38 AM '83
MARY L. CLARK
RECORDER
HAMILTON COUNTY, IND.

MISC. 175

536

the governmental authority having jurisdiction thereover shall be maintained by Declarant for a period of three (3) years from the date such Street is constructed. Thereafter, such Street shall be maintained by the Planning Committee to the extent maintenance thereof has not been accepted by such governmental authority, and the Maintenance Costs thereof shall be assessed Pro-Rata against all Lots which have direct access to such Street.

3. Effective Date. The foregoing amendments shall be effective as of the date this First Amendment is recorded in the Office of the Recorder of Hamilton County, Indiana.

IN WITNESS WHEREOF, This First Amendment has been executed as of the date first above written.

SPRINGMILL PROPERTIES

By *George P. Sweet*
George P. Sweet, General Manager

STATE OF INDIANA)
COUNTY OF Marion) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared George P. Sweet, known to me and known by me to be the General Manager of Springmill Properties, an Indiana general partnership, who acknowledged the execution of the foregoing "First Amendment to Declaration of Covenants and Restrictions" for and on behalf of said general partnership.

WITNES: my hand and Notarial Seal this 26 day of August, 1983.

Maria M. Urick
Notary Public Residing in
Madison County
Maria M. Urick
(printed signature)

My Commission Expires:
May 24, 1987

This Instrument Recorded Sept. 1 1983
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.



This instrument prepared by Tom Charles Huston, Attorney-at-Law, 1313 Merchants Bank Building, Indianapolis, Indiana 46204.

MISC. 175

537

SECOND AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SECOND AMENDMENT to that certain Declaration of Covenants and Restrictions dated April 1, 1981 (the "Declaration"), is executed this 16 day of May, 1985, by Springmill Properties, an Indiana general partnership ("Declarant"), who by the execution hereof, hereby declares that:

1. Recitals. The following facts are true:

- (a) The Declaration was recorded in the office of the Recorder of Hamilton County, Indiana, on April 16, 1981, in Deed Record 325, pages 590-610.
- (b) The Declaration was amended by a certain First Amendment dated August 26, 1983 which was recorded in the office of the aforesaid Recorder on September 1, 1983, in Book 175, pages 536-537.
- (c) Declarant has the right unilaterally to amend and revise the Declaration pursuant to the provisions of Paragraph 16 of the Declaration.

2. Amendments. The Declaration is amended as follows:

- (a) The following is added as Paragraph 22:

"22. Powers of Drainage Board. If the Owners fail to select the members of the Planning Committee pursuant to Paragraph 11(a) at any time during the period that they are authorized to so select such members, or if the Planning Committee does not exercise its responsibilities under Paragraphs 7, 8 or 9 of this Declaration (including the levying and collection of assessments for Maintenance Costs incurred thereunder), then the Drainage Board may exercise such powers, including the levying and collection of assessments for Maintenance Costs pursuant to Paragraph 12."

- (b) The following is added as Paragraph 23:

"23. Owners Association. Declarant at any time, or at such time as Declarant no longer owns any part of the Development Area or a Lot, the Owners of a majority of the Lots, may establish a not-for-profit corporation to be known as "Springmill Streams Homeowners Association, Inc." (the "Association"). The Articles of Incorporation of the Association (the "Articles") shall provide that each Owner shall automatically be a member of the Association as long as he/she is an Owner of a Lot and that each Lot shall have appurtenant thereto one (1) vote that may be cast by the Owners of such Lot on all matters upon which members of the Association may vote, including the election of the members of the Board of Directors of the Association (the "Board"). The Articles may provide that the members of the Planning Committee shall be elected by the members of the Association or by the Board and that the powers of the Planning Committee shall be exercised by the Board which, in such event, shall for the purposes of this Declaration be deemed to be the Planning Committee. The Articles may vest in the Association such further powers as are not inconsistent with the provisions of this Declaration and are in furtherance of its purposes."

This Instrument Recorded Aug 21 1985
Mary L. Clark, Recorder, Hamilton County, Ind.

MISC. 184

256

(c) The following is added as Paragraph 24:

"24. Conservancy District. Declarant, the Planning Committee, the Drainage Board or, if the Association is formed, the Board may establish within all or any part of the Development Area a conservancy district pursuant to IND. CODE 13-3-3 (or any successor provision), and each Owner of a Lot shall, by the acceptance of a deed thereto, be deemed to have agreed to the creation of such conservancy district and to have waived any right such Owner may have to object to or remonstrate against the establishment of such a conservancy district."

(d) The following is added as Paragraph 25:

"25. Water Retention. The Owner of each lot, by acceptance of a deed thereto, consents to the temporary storage (detention) of storm water within the drainage easements (DE) on such owner's lot."

3. Effective Date. The foregoing amendments shall be effective as of the date this Second Amendment is recorded in the Office of the Recorder of Hamilton County, Indiana.

IN WITNESS WHEREOF, This Second Amendment has been executed as of the date first above written.

SPRINGMILL PROPERTIES

By George P. Sweet
George P. Sweet, General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

RECEIVED
FOR RECORD
AUG 21 11 46 AM '85
MARY L. CLARK
RECORDER
HAMILTON CO. IN.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared George P. Sweet, known to me and known by me to be the General Manager of Springmill Properties, an Indiana general partnership, who acknowledged the execution of the foregoing "Second Amendment to Declaration of Covenants and Restrictions" for and on behalf of said general partnership.

WITNESS my hand and Notarial Seal this 16 day of August, 1985.

Mavis M. Urick
Notary Public Residing in
Hamilton County

Mavis M. Urick
(printed signature)

My Commission Expires:
May 24, 1987

This Instrument Recorded Aug 21 1985
Mary L. Clark, Recorder, Hamilton County, Ind.

This instrument prepared by Tom Charles Huston, Attorney at Law
11 South Meridian Street, Suite 1313, Indianapolis, Indiana 46207.



MISC. 184

257

9108849

**FOURTH AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS FOURTH AMENDMENT to that certain Declaration of Covenants and Restrictions dated April 1, 1981 (the "Declaration"), is executed this 19th day of April, 1991, by Brenwick Development Company, Inc., an Indiana corporation ("Declarant"), who by the execution hereof, hereby declares that:

1. Recitals. The following facts are true:

(a) The Declaration was recorded in the office of the Recorder of Hamilton County, Indiana, on April 16, 1981, in Deed Record 325, pages 590-610.

(b) The Declaration was amended by a certain First Amendment dated August 26, 1983 which was recorded in the office of the aforesaid Recorder on September 1, 1983, in Book 175, pages 536-537.

(c) The Declaration was further amended by a certain Second Amendment dated August 16, 1985 which was recorded in the office of the aforesaid Recorder on August 21, 1985, in Book 184, pages 256-257, as Instrument No. 8512103.

(d) The Declaration was further amended by a certain Third Amendment dated September 11, 1987 which was recorded in the office of the aforesaid Recorder on September 16, 1987, as Instrument No. 8742620.

(e) Declarant is the successor-in-interest to Springmill Properties as "Declarant" under the Declaration.

(f) Declarant has the right unilaterally to amend and revise the Declaration pursuant to the provisions of Paragraph 16 of the Declaration.

2. Amendment. The Declaration is amended by adding to Paragraph 11 thereof the following:

(e) Excluded Lots. The provisions of subparagraphs (b), (c) and (d) of this Paragraph 11 shall not apply to Lots 106 and 107 in Springmill Streams, Section 6, the Plat of which is recorded as Instrument No. 8746555.

3. Effective Date. The foregoing amendment shall be effective as of the date this Fourth Amendment is recorded in the Office of the Recorder of Hamilton County, Indiana.

IN WITNESS WHEREOF, This Fourth Amendment has been executed as of the date first above written.

BRENWICK DEVELOPMENT COMPANY, INC.

By George P. Sweet
George P. Sweet
President

This Instrument Recorded 4-19 1991
Sharon K. Clary, Recorder, Hamilton County, IN

INSTR. # 9108849

APR 19 1991

RECORDED

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared George P. Sweet, the President of Brenwick Development Company, Inc., an Indiana corporation, who acknowledged the execution of the foregoing "Fourth Amendment to Declaration of Covenants and Restrictions" for and on behalf of said corporation and stated that the representations set forth therein are true and correct.

WITNESS my hand and Notarial Seal this 18 day of April, 1991.

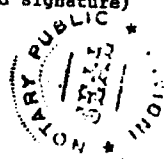
Maria M. Witek
Notary Public Residing in
Hamilton County

Maria M. Witek
(printed signature)

My Commission Expires:

May 24, 1991

6460H



This instrument recorded 4-19 1991
Sharon K. Chapp, Recorder, Hamilton County, IN

This instrument prepared by Tom Charles Huston, Attorney at Law,
1313 Merchants Bank Bldg., 11 S. Meridian Street, Indianapolis,
Indiana 46204.

9108849

8742620

THIRD AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS THIRD AMENDMENT to that certain Declaration of Covenants and Restrictions dated April 1, 1981 (the "Declaration"), is executed this 11th day of September, 1987, by Brenwick Development Company, Inc., an Indiana corporation ("Declarant"), who by the execution hereof, hereby declares that:

1. Recitals. The following facts are true:
 - (a) The Declaration was recorded in the office of the Recorder of Hamilton County, Indiana, on April 16, 1981, in Deed Record 625, pages 590-610.
 - (b) The Declaration was amended by a certain First Amendment dated August 26, 1983 which was recorded in the office of the aforesaid Recorder on September 1, 1983, in Book 175, pages 536-537.
 - (c) The Declaration was further amended by a certain Second Amendment dated August 16, 1985 which was recorded in the office of the aforesaid Recorder on August 21, 1985, in Book 184, pages 256-257, as Instrument No. 8512103.
 - (d) Declarant is the successor-in-interest to Springhill Properties as "Declarant" under the Declaration.
 - (e) Declarant has the right unilaterally to amend and revise the Declaration pursuant to the provisions of Paragraph 16 of the Declaration.

2. Amendments. The Declaration is amended as follows:

(a) The following is added to Paragraph 4(a):

"Notwithstanding any provision in the applicable zoning ordinance to the contrary, no Lot may be used for any "Special Use" which is not clearly incidental and necessary to single family dwellings. No home occupation shall be conducted or maintained on any Lot other than one which does not constitute "special use" and is incidental to a business, profession or occupation of the owner or occupant of such Lot and which is generally or regularly conducted at another location which is away from such Lot. No signs of any nature, kind or description shall be erected, placed, or permitted to remain on any Lot advertising a permitted home occupation."

(b) The following is inserted in Paragraph 4(d) following the first sentence in such subparagraph:

"No accessory building which is not attached to the main building may be erected in front of a main building or in the required front yard on the side of a corner lot unless the accessory building is attached to the main building by a common wall. No accessory building which is not attached to the main building by a common wall, or any swimming

This Instrument Recorded
Sharon K. Cherry, Recorder, Hamilton County, Ind.
9-16-1987

RECEIVED
FOR RECORD

SEP 16 3 11 PM '87

SHARON K. CHERRY
RECORDER

INSTR. #87

42620

pool, tennis court or other improvement may be erected or installed on Lots 110 and 111, 181 - 185, 201 - 205 and 209 - 217 within forty (40) feet of the easterly right-of-way line of Clay Center Road unless a variance therefor is obtained from the Carmel Board of Zoning Appeals and approval is granted by the Planning Committee. No Lot shall have direct vehicular access to and from Clay Center Road other than Lots 190 and 191.

(c) Paragraph 6 is deleted and the following is substituted therefor:

6. Maintenance of Entry Ways and Planting Easements. The Planning Committee shall maintain the Entry Way Easements and the Planting Easements and all improvements and plantings thereon, and the Maintenance Costs thereof shall be assessed Pro-rata against all Lots in the Subdivision. Grass, trees, shrubs and other plantings located on an Entry Way Easement or a Planting Easement shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to the Subdivision or a part thereof or planting area within the Subdivision. All entrance signs located on Entry Way Easements shall be maintained at all times in good and sightly condition appropriate to a first-class residential subdivision.

(d) The following is added as Paragraph 13(e):

"(e) Planting Easements. Planting Easements ("PE") are created for the use by Declarant, the Planning Committee and the Association for the planting and maintenance of trees, shrubs and other plantings adjacent to roadways.

3. A revised land use plan for the Subdivision depicting the revised lot layout for the Subdivision is attached hereto. Notwithstanding the reference in the Declaration to "Lakes", only one (1) Lake will be developed within the Subdivision as shown on the revised land use plan.

4. Effective Date. The foregoing amendments shall be effective as of the date this Third Amendment is recorded in the Office of the Recorder of Hamilton County, Indiana.

IN WITNESS WHEREOF, This Third Amendment has been executed as of the date first above written.

BRENNICK DEVELOPMENT COMPANY, INC.

By 
George P. Sweet, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared George P. Sweet, known to me and known by me to be the President of Brenwick Development Company, Inc., an Indiana corporation, who acknowledged the execution of the foregoing "Third Amendment to Declaration of Covenants and Restrictions" for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 11th day of Sept.



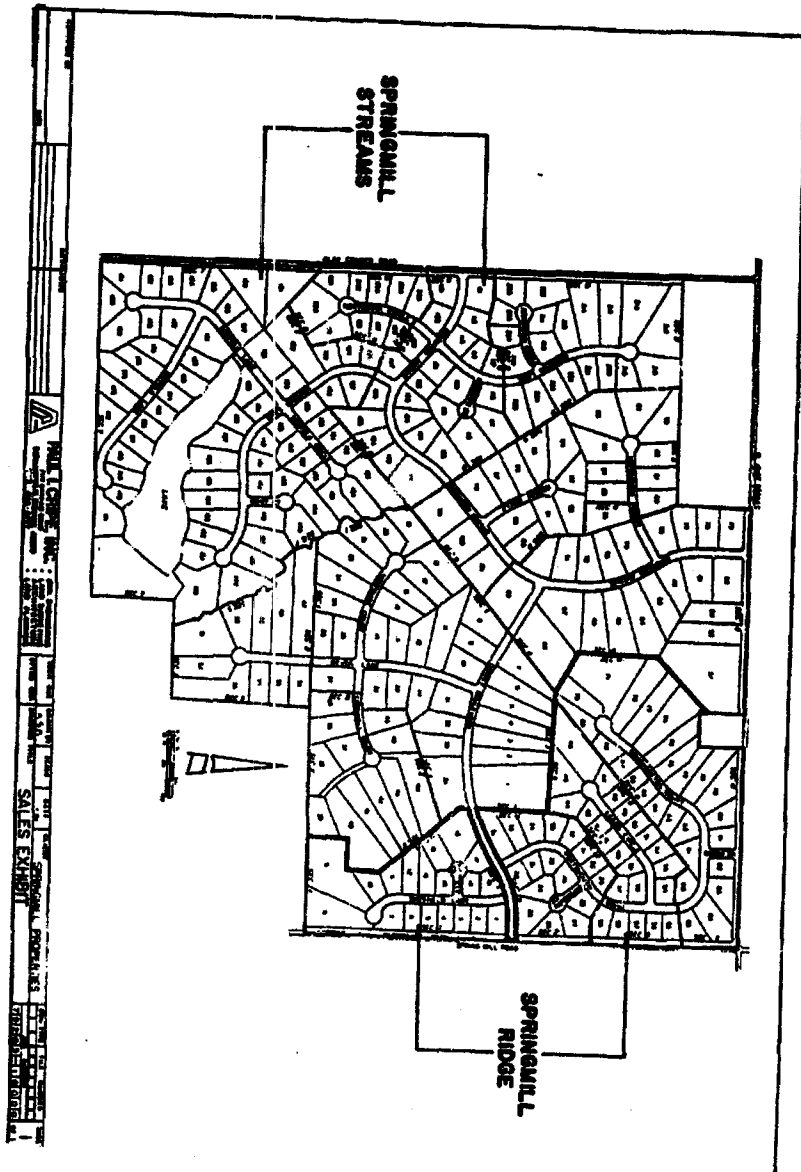
Glenda S. Garrison
Notary Public Residing in
Hamilton County

GLEENDA S. GARRISON
(printed signature)

7387j

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 South Meridian St., Suite 1313, Indianapolis, Indiana 46204.

This Instrument Recorded 9-16 1987
Sharon K. Cherry, Recorder, Hamilton County, Ind



87 42680