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DECLARATION OF COVENANTS AND RESTRICTIONS

Springmill Villages

Westfield, Indiana

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DECLARATION OF COVENANTS AND RESTRICTIONS

Springmill Villages

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DECLARATION OF COVENANTS AND RESTRICTIONS

Springmill Villages

This Declaration, made as of the 29th day of April, 1994, by BRENWICK LAND COMPANY, L.P., an Indiana limited partnership, ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant owns or has the right to acquire the real estate located in Hamilton County, Indiana, described in Exhibit A and depicted on Exhibit B, upon which Declarant intends, but is not obligated, to develop a residential community to be known as Springmill Villages.

B. Declarant intends, but is not obligated, to develop within Springmill Villages two (2) residential subdivisions to be known as The Meadows and The Crossings.

C. Declarant intends but is not obligated, to construct certain improvements and amenities which, if constructed, shall constitute Community Area.

D. Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in Springmill Villages and for the maintenance of the Tract and the improvements thereon, and to this end desire to subject the Tract 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 Tract and the future owners thereof.

E. Declarant deems it desirable, for the efficient preservation of the values and amenities in Springmill Villages, to create an agency to which may be delegated and assigned the powers of owning, maintaining and administering the Community Area, administering and enforcing the Restrictions, collecting and disbursing the Assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the Owners of Lots in Springmill Villages.

F. Declarant has incorporated under the laws of the State of Indiana a nonprofit corporation known as Springmill Villages Homeowners Association, Inc. for the purpose of exercising such functions.

NOW, THEREFORE, Declarant hereby declares that all of the Lots and lands in the Tract 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 in the

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Tract, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Tract as a whole and of each of Residences, Lots and lands situated therein. The Restrictions shall run with the land and shall be binding upon Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Tract or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Declarant and its successors in title to the Tract 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:

"Applicable Date" means the earlier of (i) the date when all Lots in the Development Area have been improved by the construction thereon of Residences or (ii) December 31, 2004.

"Architectural Control Assessment" means the assessment levied by the Corporation pursuant to Paragraph 12(e).

"Architectural Review Board" means that entity established pursuant to Paragraph 13 of this Declaration for the purposes therein stated.

"Articles" means the Articles of Incorporation of the Corporation, as amended from time to time.

"Assessments" means all sums lawfully assessed against the Members of the Corporation or as declared by this Declaration, any Supplemental Declaration, the Articles or the By-Laws.

"Board of Directors" means the governing body of the Corporation elected in accordance with the By-Laws.

"By-Laws" means the Code of By-Laws of the Corporation, as amended from time to time.

"Community Area" means (i) the Parks, (ii) the Drainage System, (iii) the Ponds, (iv) the Entry Ways, (v) the Community Center, (vi) the Meadow, (vii) the Commons, (viii) any utility service lines or facilities not maintained by a public utility company or governmental agency that are located on, over or below or through more than one Section, and (ix) any areas of land (1) shown on any Plat, (2) described in any recorded instrument prepared by Declarant or its agents, or (3) conveyed to or acquired by the Corporation, together with all improvements thereto, that are intended to be devoted to the use or enjoyment of some, but not necessarily all, of the Owners of Lots.

"Community Area Access Easement" means the area designated on a Plat as a means of access to the Commons or other Community Area.

"Community Area Initial Assessment" means the initial assessment for the Reserve for Replacements required by Paragraph 12(c).

"Commons" means the land denoted on Plat as "Commons" or designated as "Commons" in any recorded instrument executed by Declarant.

"Community Center" means the land depicted on the General Plan of Development as a site for possible development of recreational and other community facilities or, if such site is so developed, the land designated on a Plat as the Community Center together with all improvements thereto and structures and facilities thereon.

"Corporation" means Springmill Villages Homeowners Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

"Crossings" means that part of Springmill Villages so designated on the General Plan of Development.

"Declarant" means Brenwick Land Company, L.P., its successors and assigns to its interest in the Tract other than Owners purchasing Lots or Residences by deed from Declarant (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant).

"Development Area" means the land described in Exhibit A together with any land contiguous thereto added to the Tract pursuant to Paragraph 3 of this Declaration.

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

"Drainage System" means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, the dry and wet retention and/or detention ponds, and the other structures, fixtures, properties, equipment and facilities (excluding the Ponds) located in the Tract and designed for the purpose of controlling, retaining or expediting the drainage of surface and subsurface waters from, over and across the Tract, 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.

"Entry Ways" means the structures constructed as an entrance to Springmill Villages or a part thereof (exclusive of the street pavement, curbs and drainage structures and tiles), the traffic islands depicted as a designated Block on a Plat and any other traffic islands dividing a roadway providing access to Springmill Villages or a part thereof, and the grassy area surrounding such structures.

"General Plan of Development" means that plan prepared by Declarant and approved, if necessary, by appropriate public agencies that outlines the total scheme of development and general uses of land in the Development Area, as such may be amended from time to time.

"Landscape Easement" means a portion of a Lot denoted on a Plat as an area to be landscaped.

"Lot" means a platted lot as shown on a Plat.

"Lot Development Plan" means (i) a site plan prepared by a licensed engineer or architect, (ii) foundation plan and proposed finished floor elevations, (iii) building plans, including elevation and floor plans, (iv) material plans and specifications, (v) landscaping plan, and (vi) all other data or information that the Architectural Review Board may request with respect to the improvement or alteration of a Lot (including but not limited to the landscaping thereof) or the construction or alteration of a Residence or other structure or improvement thereon.

"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 of 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 land, leasehold, easement or right-of-way, and any other expense related to the continuous maintenance, operation or improvement of the facility.

"Meadow" means the land denoted on a Plat as "Meadow" or designated as "Meadow" in any recorded instrument executed by Declarant.

"Meadows" means that part of Springmill Villages so designated on the General Plan of Development.

"Member" means a member of the Corporation and "Members" means all members of the Corporation.

"Mortgagee" means the holder of a first mortgage on a Residence.

"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.

"Parcel" means each of The Crossings and The Meadows and any other platted subdivision within the Development Area that is subject to the same Supplemental Declaration or is declared by Declarant to constitute a "Parcel".

"Part of the Development Area" means any part of the Development Area not included in the Tract.

"Pond" means any engineered body of water located in the Development Area and depicted on the General Plan of Development and "Ponds" means all such Ponds. A numerically designated Pond means the Pond so designated by such number on the General Plan of Development or a Plat.

"Pond Access Easement" means the area designated on a Plat as a means of access to a Pond.

"Park" means such land as may be denoted on a Plat as "Park" or designated as "Park" in any recorded instrument executed by Declarant.

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

"Plat" means a final secondary plat of a portion of the Development Area recorded in the Office of the Recorder of Hamilton County, Indiana.

"Reserve for Replacements" means a fund established and maintained by the Corporation to meet the cost of periodic maintenance, repairs, renewal and replacement of the Community Area.

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

"Restrictions" means the covenants, conditions, easements, charges, liens, restrictions, rules and regulations and all other provisions set forth in this Declaration, all applicable Supplemental Declarations and the Register of Regulations, as the same may from time to time be amended.

"Register of Regulations" means the document containing rules, regulations, policies, and procedures adopted by the Board of Directors or the Architectural Review Board, as the same may from time to time be amended.

"Roadway Pavers" means brick, stone or other decorative pavers installed within any right-of-way as part of the improved surface thereof.

"Section" means that portion of the Development Area that is depicted on a Plat.

"Springmill Villages" means the name by which the Tract shall be known.

"Supplemental Declaration" means the Supplemental Declaration of Covenants and Restrictions for each of The Crossings and The Meadows and any Plat or other supplementary declaration of covenants, conditions or restrictions which may be recorded and which extends the provisions of this Declaration or any previously recorded Supplemental Declaration to a Section and contains such complementary or supplementary provisions for such Section as are required or permitted by this Declaration.

"Tract" means the land described in Exhibit C and such other real estate as may from time to time be annexed thereto under the provisions of Paragraph 3 hereof.

"Zoning Authority" with respect to any action means the Administrator of the Westfield Plan Commission or, where he lacks the capacity to take action, or fails to take such action, the governmental body or bodies, administrative or judicial, in which authority is vested under applicable law to hear appeals from, or review the action, or the failure to act, of the Executive Secretary.

2. Declaration. Declarant hereby expressly declares that the Tract and any additions thereto pursuant to Paragraph 3 hereof shall be held, transferred, and occupied subject to the Restrictions. The Owner 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 Corporation 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 Corporation, 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 Tract. Declarant shall have the right to bring within the scheme of this Declaration and add to the Tract real estate that is a Part of the Development Area or that is contiguous to the Development Area. In determining contiguity, public rights of way shall not be considered.

The additions authorized under this Paragraph 3 shall be made by the filing of record of one or more Supplemental Declarations with respect to the additional real estate and by filing with the Corporation any revisions to the General Plan of Development necessary to reflect the scheme of development of the additional real estate. Unless otherwise stated therein, such revisions to the General Plan of Development shall not bind Declarant to make the proposed additions. For purposes of this Paragraph 3, a Plat depicting a portion of the Development Area shall be deemed a Supplemental Declaration.

4. The Ponds. Declarant shall convey title to the Ponds to the Corporation. The Corporation shall be responsible for maintaining the Ponds. The Maintenance Costs of the Ponds shall be assessed as a General Assessment against all Lots subject to assessment. Each Owner of a Lot that abuts a Pond shall be responsible at all times for maintaining so much of the bank of the Pond above the pool level as constitutes a part of, or abuts, his Lot and shall keep that portion of the Pond abutting his Lot free of debris and otherwise in reasonably clean condition. No boats shall be permitted upon any part of a Pond and no dock, pier, wall or other structure may be extended into a Pond without the prior written consent of the Architectural Review Board and such governmental authority as may have jurisdiction thereover. No swimming will be permitted in any Pond. Each Owner of a Lot abutting a Pond shall indemnify and hold harmless Declarant, the Corporation 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 Pond by any Person who gains access thereto from, over or across such Owner's Lot. Declarant shall have no liability to any Person with respect to a Pond, the use thereof or access thereto, or with respect to any damage to any Lot resulting from a Pond or the proximity of a Lot thereto, including loss or damage from erosion.

5. Parks. Declarant shall convey title to the Parks to the Corporation. The Corporation shall be responsible for maintaining the Parks and the Maintenance Costs thereof, together with any costs incurred by the Corporation in connection with the improvement thereof, shall be assessed as a General Assessment against all Lots subject to assessment. The use of the Parks shall be subject to rules and regulations adopted by the Corporation which are not inconsistent with the provisions of this Declaration or any Supplemental Declaration.

6. Community Center. Declarant intends, but is not obligated, to construct in the area designated on the General Plan of Development as the Community Center a bath house, swimming pool, tennis courts and other recreational and community facilities if development of the Development Area should, in the sole and unfettered judgment of Declarant, justify such construction. If Declarant undertakes the construction of the Community Center or any part thereof, Declarant intends upon completion of construction to convey the same to the Corporation free and clear of all financial encumbrances and other liens securing indebtedness of Declarant but subject to the right of Declarant to use the Community Center as provided in Paragraph 17. The Corporation shall be responsible for maintenance of the Community Center and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. The Board of Directors may adopt such rules and regulations with respect to the use of the Community Center as it deems appropriate and may charge reasonable fees for the use thereof, but no rule, regulation or charge shall be inconsistent with the provisions of this Declaration or any Supplemental Declaration.

7. Meadow. Declarant shall convey title to any Meadow to the Corporation. The Corporation shall be responsible for maintaining any Meadow and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. Each Meadow shall, consistent with the public health and safety, be maintained in a natural condition conducive to the protection of fauna and beneficial flora which inhabit and exist in the air, land and waters of the Tract. No structure or improvement, other than underground utility facilities and such facilities as may be permitted under any recorded easement to which this Declaration is subordinate, may be installed or maintained in, on or over any Meadow. Nothing herein contained shall preclude the Corporation from planting wildflowers and other plants, shrubs and trees in a Meadow, but no Owner of a Lot adjacent to a Meadow shall make any plantings or otherwise disturb a Meadow without the prior written consent of the Architectural Review Board.

8. Commons. Declarant shall convey title to the Commons to the Corporation. The Corporation shall be responsible for maintaining the Commons and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. Except for underground utility facilities, no permanent improvements shall be made to or installed on the Commons other than lighting, seating, walkways, planting structures and fountains or other non-recreational water features. The use of the Commons shall be subject to rules and regulations adopted by the Corporation which are not inconsistent with the provisions of this Declaration or any Supplemental Declaration.

9. Drainage System. The Drainage System has or will be constructed for the purpose of controlling drainage within and adjacent to the Development Area and maintaining the water level in the Ponds. Declarant shall maintain the Drainage System in good condition satisfactory for the purpose for which it was constructed until the earlier of December 31, 1995, or the date the Drainage System is accepted as a legal drain by the Drainage Board. After the earlier of such dates, the Corporation 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 subject to assessment 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 is not maintained by the Drainage Board.

10. Maintenance of Entry Ways, Landscape Easements and Roadway Pavers. The Corporation shall maintain the Entry Ways and all improvements and plantings thereon, and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. Grass, trees, shrubs and other plantings located on an Entry Way shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to Springmill Villages or a part thereof. All entrance signs located on an Entry Way shall be maintained at all times in good and sightly condition appropriate to a first-class residential subdivision. Unless the Board of Directors determines that all or some of the Landscape Easements should be maintained by the Corporation and the Maintenance Costs thereof assessed as a General Assessment, the Owner of each Lot upon which a Landscape Easement is located shall at his/her expense keep the grass, trees, shrubs and other plantings located on a Landscape Easement neatly cut, cultivated or trimmed as reasonably necessary to maintain the same at all times in a good and sightly condition appropriate to a first-class residential subdivision and, if such Owner fails to do so, the Corporation may undertake such maintenance and assess the Maintenance Costs thereof as a Special Assessment against such Lot. To the extent not maintained by public authority, the Corporation shall maintain the Roadway Pavers, and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment.

11. Springmill Villages Homeowners Association, Inc.

(a) Membership. Each Owner shall automatically be a Member and shall enjoy the privileges and be bound by the obligations contained in the Articles and By-Laws. If a Person would realize upon his security and become an Owner, he shall then be subject to all the requirements and limitations imposed by this Declaration on other Owners, including those provisions with respect to the payment of Assessments.

(b) Powers. The Corporation shall have such powers as are set forth in this Declaration, any Supplemental Declaration and the Articles, together with all other powers that belong to it by law.

(c) Classes of Members. The Corporation shall have a single class of members.

(d) Voting and Other Rights of Members. The voting and other rights of Members shall be as specified in the Articles and By-Laws.

(e) Reserve for Replacements. The Board of Directors shall establish and maintain the Reserve for Replacements by the allocation and payment to such reserve fund of an amount determined annually by the Board to be sufficient to meet the cost of periodic maintenance, repairs, renewal and replacement of the Community Area. In determining the amount, the Board shall take into consideration the expected useful life of the Community Area, projected increases in the cost of materials and labor, interest to be earned by such fund and the advice of Declarant or such consultants as the Board may employ. The Reserve for Replacements shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. Prior to the Applicable Date, funds from the Reserve for Replacements may be withdrawn and applied at the direction of Declarant to meet the cost of periodic maintenance, repairs, renewal or replacement of the Community Area.

(f) Limitations on Action by the Corporation. Unless at least two-thirds of the Mortgagees (based on one vote for each first mortgage owned) or two-thirds (2/3) of the Members (other than Declarant) have given their prior written approval, the Corporation, the Board of Directors and the Owners may not: (i) except as authorized by Paragraph 13(a), by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Community Area (but the granting of easements for public utilities or other public purposes consistent with the intended use of the Community Area shall not be deemed a transfer for the purposes of this clause); (ii) fail to maintain fire and extended coverage on insurable Community Area on a current replacement cost basis in an amount at least one hundred percent (100%) of the insurable value (based on current replacement cost); (iii) use hazard insurance proceeds for losses to any Community Area for other than the repair, replacement or reconstruction of the Community Area; (iv) change the method of determining the obligations, assessments, dues or other charges that may be levied against the Owner of a Residence; (v) by act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Residences, or the maintenance and up-keep of the Community Area; or (vi) fail to maintain the Reserve for Replacements in the amount required by this Declaration.

(g) Mergers. Upon a merger or consolidation of another corporation with the Corporation, its properties, rights and obligations may, as provided in its articles of incorporation, by operation of law be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may by operation of

law be added to the properties, rights and obligations of the Corporation as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Tract together with the covenants and restrictions established upon any other properties as one scheme. No other merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Tract except as hereinafter provided.

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 to the Corporation the following: (1) General Assessments, (2) Community Area Initial Assessment, (3) annual and special Parcel Assessments, (4) Architectural Control Assessments (to the extent levied) and (5) Special Assessments, such Assessments to be established and collected as hereinafter provided.

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) General Assessment.

i) Purpose of Assessment. The General Assessment levied by the Corporation shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of Lots and for the improvement, maintenance, repair, replacement and operation of the Community Area.

ii) Basis for Assessment.

(1) Lots Generally. Each Lot owned by a Person other than Declarant shall be assessed at a uniform rate without regard to whether a Residence has been constructed upon the Lot.

(2) Lots Owned by Declarant. No Lot owned by Declarant shall be assessed by the

Corporation except such Lots as have been improved by the construction thereon of Residences which shall be subject to assessment as provided in Clause (1) above.

(3) Change in Basis. The basis for assessment may be changed upon recommendation of the Board of Directors if such change is approved by (i) two-thirds (2/3) of the Members (excluding Declarant) or two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned) who are voting in person or by proxy at a meeting of such Members duly called for this purpose.

iii) Method of Assessment. By a vote of a majority of the Directors, the Board of Directors shall, on the basis specified in subparagraph (ii), fix the General Assessment for each assessment year of the Corporation at an amount sufficient to meet the obligations imposed by this Declaration upon the Corporation. The Board of Directors shall establish the date(s) the General Assessment shall become due, and the manner in which it shall be paid.

iv) Allocation of Assessment. The cost of maintaining, operating, restoring or replacing the Community Area has been allocated in this Declaration among Owners of Lots on the basis of the location of the lands and improvements constituting the Community Area and the intended use thereof. In determining the General Assessment, costs and expenses which in accordance with the provisions of this Declaration are to be borne by all Owners shall first be allocated to all Owners. Costs and expenses which in accordance with the provisions of this Declaration are to be borne by the Owners of certain Lots shall then be allocated to the Owners of such Lots. The provisions of subparagraph (ii) for uniform assessment shall not be deemed to require that all assessments against vacant Lots or Lots improved with comparable types of Residences be equal, but only that each Lot be assessed uniformly with respect to comparable Lots subject to assessment for similar costs and expenses.

(c) Community Area Initial Assessment. On the date a Lot is conveyed by Declarant to an Owner (other than the holder of a first mortgage

on such Lot in a conveyance which constitutes a deed in lieu of foreclosure), there shall be due and payable to the Corporation by the Owner of such Lot the sum of Two Hundred Fifty Dollars (\$250.00) which shall be deposited in the Reserve for Replacements maintained by the Corporation.

(d) Parcel Assessments.

(i) Purpose of Assessments. Parcel Assessments shall be used for such purposes as are authorized by the Supplemental Declaration for such Parcel.

(ii) Method of Assessment. An annual Parcel Assessment shall be levied by the Corporation against Lots in a Parcel using the basis set forth in the Supplemental Declaration for such Parcel, and collected and disbursed by the Corporation. The Board shall fix in accordance with the By-Laws and the provisions of any Supplemental Declaration the annual parcel assessment for each Parcel, the date(s) such Assessment shall become due, and the manner in which it shall be paid.

(iii) Special Assessments. In addition to the annual Parcel Assessment, the Corporation may levy in any fiscal year a special Parcel Assessment against one or more of the Lots in a Parcel for the purpose of (A) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parcel, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of a majority of the Owners of Lots in the Parcel who are voting in person or by proxy at a meeting of such Owners duly called for this purpose or (B) defraying any Maintenance Costs incurred in satisfying any requirements imposed on the Corporation by a Supplemental Declaration relating to a Parcel.

(e) Architectural Control Assessment. If any Owner fails to comply with the requirements of the first two sentences of Paragraph 4(h) of a Supplemental Declaration relating to the Parcel in which such Owner's Lot is located and/or the provisions of Paragraph 12(c) of this Declaration, then the Corporation may levy against the Lot owned by such Owner an Assessment in an amount determined by the Board of Directors which does not exceed the greater of (i) One Hundred Dollars (\$100.00) for each day that such failure continues after written notice thereof is given by Declarant or the Corporation to such Owner or (ii) Ten Thousand Dollars (\$10,000.00). Such Assessment shall constitute a lien upon the Lot of such Owner and may be enforced in the manner provided in subparagraph (h) below. The levy of an Architectural Control Assessment shall be in addition to, and not in lieu of, any other remedies available to Declarant and/or the Corporation provided in this Declaration, at law or in equity in the case of the failure of an Owner to comply with the provisions of this Declaration and all applicable Supplemental Declarations.

(f) Special Assessment. In addition to such other Special Assessments as may be authorized herein, the Corporation may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four (4) succeeding fiscal years for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon the Community Area, including fixtures and personal property relating thereto, provided that any such Assessment shall have the assent of the Declarant and of a majority of the votes of the Members whose Lots are subject to assessment with respect to the capital improvement who are voting in person or by proxy at a meeting of such members duly called for this purpose.

(g) Date of Commencement of General Assessments. The General Assessment shall commence with respect to assessable Lots within a Section on the first day of the month following conveyance of the first Lot in the Section to an Owner who is not Declarant. The initial General Assessment on any assessable Lot shall be adjusted according to the days remaining in the month in which the Lot became subject to assessment. Notwithstanding the foregoing, if an Owner owns more than two (2) Lots which have not been improved by the construction of a Residence thereon, the General Assessment shall not commence with respect to such unimproved Lots until the earlier of (i) the date the Owner commences construction of a Residence thereon or (ii) the first day of the sixth month following the date the Owner acquired title to the Lots.

(h) Effect of Nonpayment of Assessments; Remedies of the Corporation. Any Assessment not paid within thirty (30) days after the due

date may upon resolution of the Board of Directors 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 Board of Directors for each assessment year. The Corporation shall be entitled to institute in any court of competent jurisdiction any lawful action to collect a delinquent Assessment plus any expenses or costs, including attorneys' fees, incurred by the Corporation in collecting such Assessment. If the Corporation has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Corporation 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 the Community Area or abandonment of his Lot.

(i) 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 more than six (6) months 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.

(j) Certificates. The Corporation shall, upon demand by an Owner, at any time, furnish a certificate in writing signed by an officer of the Corporation that the Assessments on a Lot have been paid or that certain Assessments remain unpaid, as the case may be.

(k) Annual Budget. By a majority vote of the Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplemental Declarations will be met.

13. Architectural Control.

(a) The Architectural Review Board. An Architectural Review Board consisting of three (3) or more Persons as provided in the By-Laws shall be appointed by the Board of Directors.

(b) Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Tract and of improvements thereon in such manner as to preserve and enhance values

and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

(c) Conditions. Except as otherwise expressly provided in this Declaration, no improvements, alterations, repairs, change of colors, excavations, changes in grade, planting or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to an Owner shall be made or done without the prior approval by the Architectural Review Board of a Lot Development Plan therefor. Prior to the commencement by any Owner other than Declarant of (i) construction, erection or alteration of any Residence, building, fence, wall, swimming pool, tennis court, patio, or other structure on a Lot or (ii) any plantings on a Lot, a Lot Development Plan with respect thereto shall be submitted to the Architectural Review Board, and no Residence, other building, fence, wall, swimming pool, tennis court, patio or other structure shall be commenced, erected, maintained, improved, altered, made or done, or any plantings made, by any Person other than Declarant without the prior written approval of the Architectural Review Board of a Lot Development Plan relating to such construction, erection, alteration or plantings. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over Springmill Villages, and no Owner shall undertake any construction activity within Springmill Villages unless all legal requirements have been satisfied. Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. As used in this subparagraph (c), "plantings" does not include flowers, bushes, shrubs or other plants having a height of less than eighteen (18) inches.

(d) Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing a Lot Development Plan within sixty (60) days after notice of such plan has been duly filed with the Architectural Review Board in accordance with procedures established by the Board of Directors, approval will be deemed denied. A decision of the Architectural Review Board (including a denial resulting from the failure of such Board to act on the plan within the specified period) may be appealed to the Board of Directors which may reverse or modify such decision (including approve a Lot Development Plan deemed denied by the failure of the Architectural Review Board to act on such plan within the specified period) by a two-thirds (2/3) vote of the Directors then serving.

(e) Guidelines and Standards. The Architectural Review Board shall have the power to establish and modify from time to time such written

architectural and landscaping design guidelines and standards as it may deem appropriate to achieve the purpose set forth in subparagraph (b) to the extent that such design guidelines and standards are not in conflict with the specific provisions of this Declaration. Any such guideline or standard may be appealed to the Board of Directors which may terminate or modify such guideline or standard by a two-thirds (2/3) vote of the Directors then serving.

(f) Application of Guidelines and Standards. The Architectural Review Board shall apply the guidelines and standards established pursuant to subparagraph (e) in a fair, uniform and reasonable manner consistent with the discretion inherent in the design review process. In disapproving any Lot Development Plan, the Architectural Review Board shall furnish the applicant with specific reasons for such disapproval and may suggest modifications in such plan which would render the plan acceptable to the Board if resubmitted.

(g) Design Consultants. The Architectural Review Board may utilize the services of architectural, engineering and other Persons possessing design expertise and experience in evaluating Lot Development Plans. No presumption of any conflict of interest or impropriety shall be drawn or assumed by virtue of the fact that any of such consultants may, from time to time, represent Persons filing Lot Development Plans with the Architectural Review Board.

(h) Existing Violations of Declaration. The Architectural Review Board shall not be required to consider any Lot Development Plan submitted by an Owner who is, at the time of submission of such Lot Development Plan, in violation of the requirements of the first two sentences of Paragraph 4(h) of a Supplemental Declaration relating to the Parcel in which such Owner's Lot is located and/or the provisions of subparagraph (c) of this Paragraph 13, unless such Owner submits to the Architectural Review Board with such Lot Development Plan an irrevocable agreement and undertaking (with such surety as the Board may reasonably require) to remove from the Owner's Lot any improvements or landscaping constructed and/or installed prior to the submission or approval of a Lot Development Plan (or constructed and/or installed in violation of a previously approved Lot Development Plan) to the extent any such previously constructed and/or installed improvement or landscaping is not subsequently approved by the Architectural Review Board. The Architectural Review Board shall have the power to recommend to the Board of Directors that the Corporation assess an Architectural Control Assessment against any Owner who fails to comply with the requirements of Paragraph 4 of a Supplemental Declaration or Paragraph 13 of this Declaration. Under no circumstances shall any action or inaction of the Architectural Review Board be deemed to be unreasonable, arbitrary or capricious if, at the time of such decision, the Person having submitted a Lot

Development Plan for approval by the Architectural Review Board has violated Paragraph 4 of a Supplemental Declaration or Paragraph 13 of this Declaration and such violation remains uncured.

(i) Exercise of Discretion. Declarant intends that the members of the Architectural Review Board exercise discretion in the performance of their duties consistent with the provisions of subparagraph (f), and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Architectural Review Board and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Review Board is raised as a defense, abuse of discretion may be established only if a reasonable Person, weighing the evidence and drawing all inferences in favor of the Board, could only conclude that such determination constituted an abuse of discretion.

(j) Liability of Board. Neither the Architectural Review Board, nor any member thereof, nor any agent thereof, nor the Declarant shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Board does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

(k) Inspection. Members of the Architectural Review Board may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

14. Community Area.

(a) Ownership. The Community Area shall remain private, and neither Declarant's execution or recording of an instrument portraying the Community Area, nor the doing of any other act by Declarant is, or is intended to be, or shall be construed as, a dedication to the public of such Community Area. Declarant or the Corporation may, however, dedicate or transfer all or any part of the Community Area to any public agency, authority or utility for use as roads, utilities, parks or other public purposes.

(b) Density of Use. Declarant expressly disclaims any warranties or representations regarding the density of use of the Community Area or any facilities located thereon.

(c) Obligations of the Corporation. The Corporation, subject to the rights of Declarant and the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Community Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the Community Area in good, clean, attractive and sanitary condition, order and repair.

(d) Easements of Enjoyment. No Person shall have any right or easement of enjoyment in or to the Community Area except to the extent granted by, and subject to the terms and provisions of, this Declaration or any Supplemental 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. Unless otherwise provided in a Supplemental Declaration or a Plat, all Owners may use the Parks, the Community Center and the Commons subject to the reserved rights of Declarant and the Corporation. The Owners of Lots adjoining a Meadow may use such Meadow for such purposes as the Board of Directors may authorize, subject to the reserved rights of Declarant and the Corporation and to the restrictions imposed by this Declaration. The Owners of Lots abutting a Pond may use such Pond, but such use shall be limited to fishing and such other uses as may be authorized by resolution adopted by the Board of Directors. No Owner whose Lot does not abut a Pond shall have any right of access to a Pond over any Lot, but only such right of access over the Community Area as may be designated by the Board of Directors for such purpose.

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

(i) the right of the Corporation to establish reasonable rules for the use of the Community Area and to charge reasonable admission and other fees for the use of any recreational facilities located in or constituting a part of the Community Area except that no fee shall be charged to those specifically authorized to use such facilities by this Declaration or any Supplemental Declaration unless the Corporation is specifically authorized to do so by this Declaration or a Supplemental Declaration;

(ii) the right of the Corporation to suspend the right of an Owner and all Persons whose right to use the Parks, the Ponds, the Community Center, the Commons and any Meadow derives from such Owner's ownership of a Lot to use such portions of the Community Area for any period during which

any Assessment against his Lot remains unpaid for more than thirty (30) days after notice;

(iii) the right of the Corporation to suspend the right of an Owner or any Person claiming through the Owner to use the Parks, the Ponds, the Community Center, the Commons and any Meadow for a period not to exceed sixty (60) days for any other infraction of this Declaration, any Supplemental Declaration or the Register of Regulations;

(iv) the right of the Corporation to mortgage any or all of the Community Area and the facilities constructed thereon for the purposes of improvements to, or repair of, the Community Area or facilities constructed thereon, pursuant to approval of two-thirds (2/3) of the votes of the Members (excluding Declarant) or two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned), voting in person or by proxy at a regular meeting of the Corporation or a meeting duly called for this purpose;

(v) the right of the Corporation to dedicate or transfer all or any part of the Community Area to any public agency, authority or utility, but no such dedication or transfer shall be effective unless an instrument signed by the appropriate officers of the Corporation acting pursuant to authority granted by two-thirds (2/3) of the votes of the Members (excluding Declarant) or two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned), agreeing to such dedication or transfer, has been recorded; and

(vi) the right of Declarant in any Supplemental Declaration or Plat to restrict the use of Community Area located in a Section to (a) Owners of Residences located in such Section or (b) to other Owners of less than all of the Lots in the Tract.

(f) Additional Rights of Use. The members of the family and the guests of every Person who has a right of enjoyment to the Community Area and facilities may use the Community Area and facilities subject to such general regulations consistent with the provisions of this Declaration and all Supplemental Declarations as may be established from time to time by the Corporation and included within the Register of Regulations.

(g) Damage or Destruction by Owner. In the event the Community Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or member of his family, such Owner authorizes the Corporation to repair said damaged area; the Corporation 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 Corporation in the discretion of the Corporation. 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.

(h) Conveyance of Title. Declarant may retain the legal title to the Community Area or any portion thereof until such time as it has completed improvements thereon, but notwithstanding any provision herein, the Declarant hereby covenants that it shall convey the Parks, the Ponds, the Community Center, the Commons and any Meadow to the Corporation, free and clear of all liens and financial encumbrances except as otherwise provided herein, not later than the Applicable Date. Owners shall have all the rights and obligations imposed by this Declaration with respect to such Community Area prior to conveyance, except that the Corporation shall not be liable for payment of taxes for such Community Area until title is conveyed.

15. Use of Tract.

(a) Protective Covenants.

(i) 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 Springmill Villages than the number of original Lots depicted on the Plats. 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 necessary to single family dwellings. No home occupation shall be conducted or maintained on any Lot other than one which does not constitute a "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.

(ii) Nuisances. No nuisance shall be permitted to exist or operate upon any Lot so as to be detrimental to any other Lot in the vicinity thereof or to its occupants.

(iii) Other Restrictions. The Architectural Review Board may adopt general rules and regulations to implement the purposes set forth in Paragraph 12(b) and to supplement any covenants or restrictions set forth in a Supplemental Declaration, including but not limited to rules to regulate animals, antennas, signs, fences, walls and screens, mailboxes, storage tanks, awnings, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, and planting, maintenance and removal of vegetation on the Tract. The Architectural Review Board may adopt general rules and regulations appropriate to each Parcel, which rules and regulations may vary among Parcels. Such general rules may be amended by a two-thirds (2/3) vote of the Architectural Review Board. Subsequent to the Applicable Date, any such amendment may be made only after a public hearing for which dues notice to all affected Owners has been provided, and if such amendments are approved by a two-thirds (2/3) vote of the Board of Directors. All general rules and any subsequent amendments thereto shall be placed in the Register of Regulations and shall constitute Restrictions.

(iv) Exceptions. The Architectural Review Board may authorize exceptions to or variances from the general rules and regulations adopted pursuant to clause (iii) if the Architectural Review Board can show good cause and acts in accordance with adopted guidelines and procedures.

(b) Maintenance of Tract. To the extent that exterior maintenance is not provided for in a Supplemental Declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management as determined by the Architectural Review Board. In the event an Owner of any Lot in the Tract shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Corporation, after notice to the Owner as provided by the By-Laws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

16. 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, entry way easements, landscape easements, lake access easements, community area access easements and non-access easements, either separately or in any combination thereof, as shown on the Plats, which are reserved for the use of Declarant, Owners, the Corporation, the Architectural Review Board, 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 Springmill Villages 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 Architectural Review Board, but neither Declarant nor the

Architectural Review Board 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 Springmill Villages 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 Corporation 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, the Architectural Review Board and the Corporation for the installation, operation and maintenance of the Entry Ways.

(v) Landscape Easements (LE) are created for the use by Declarant, the Architectural Review Board and the Corporation, at their election, for the planting and maintenance of trees, shrubs and other plantings.

(vi) Pond Access Easements (PAE) are created for the use of Declarant, the Corporation and the Drainage Board for the purpose of gaining access to the Ponds and the Drainage Facilities in the course of maintenance, repair or replacement of any thereof.

(vii) Community Area Access Easements (CAE) are created for the use of Declarant and the Corporation for the purpose of gaining access to the Parks, a Meadow and the Commons in the course of maintenance, repair or replacement thereof and for the use of Owners for the purpose of gaining access to such Community Area to enjoy the use thereof to the extent authorized herein or in a Supplemental Declaration.

(viii) Non-Access Easements (NAE) are created to preclude access from certain Lots to abutting rights-of-way across the land subject to such easements.

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 if such structure would interfere with the utilization of such easement for the purpose intended or violate any applicable legal requirement or the terms and conditions of any easement specifically granted to a Person who is not an Owner by an instrument recorded in the Office of the Recorder of Hamilton County, but a paved driveway necessary to provide access to a Lot from a public street and a sidewalk installed by or at the direction of Declarant (and replacements thereof) shall not be deemed a "structure" for the purpose of this Restriction.

(b) General Easement. There is hereby created a blanket easement over, across, through and under the Tract for ingress, egress, installation, replacement, repair and maintenance of underground utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for Declarant or the providing utility or service company to install and maintain facilities and equipment on the Tract and to excavate for such purposes if Declarant or such company restores the disturbed area as nearly as is practicable to the condition in which it was found. No sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated in a Section except as proposed and approved by Declarant prior to the conveyance of the first Lot in a Section to an Owner or by the Architectural Review Board thereafter. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Corporation shall have the right to grant such easement on the Tract without conflicting with the terms hereof. This blanket easement shall in no way affect any other recorded easements on the Tract, shall be limited to improvements as originally constructed, and shall not cover any portion of a Lot upon which a Residence has been constructed.

(c) 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 upon the Community Area in the performance of their duties.

(d) Drainage Board Easement. An easement is hereby created for the benefit of, and granted to, the Drainage Board to enter the Tract and all Lots therein to the extent necessary to exercise its rights with respect to any legal drain constituting a part of the Drainage System.

(e) Crossing Underground Easements. Easements utilized for underground service may be crossed by driveways, walkways, Pond Access Easements and Community Area Access Easements provided prior arrangements are made with the utility company furnishing service. Such easements as are actually utilized for underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossings, driveways, walkways, Pond Access Easements or Community Area Access Easements, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, agents, employees, or servants to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

(f) Declarant's Easement to Correct Drainage. For a period of ten (10) years from the date of conveyance of the first Lot in a Section, Declarant reserves a blanket easement and right on, over and under the ground within that Section to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which Declarant shall restore the affected property to its original condition as nearly as practicable. Declarant shall give reasonable notice of its intention to take such action to all affected Owners, unless in the opinion of Declarant an emergency exists which precludes such notice.

(g) 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.

17. Use of Lots During Construction.

(a) By Declarant. 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 Tract or the Development Area, upon such portion thereof as is owned or leased 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 offices. Declarant specifically reserves the right to maintain a sales office in the Community Center during the period that it is engaged in the sale of Lots in Springmill Villages.

(b) By Builders. Notwithstanding any provisions to the contrary contained herein, a builder who has constructed a Residence in Springmill Villages may, with the prior consent of the Board of Directors, use such Residence as a "model" home and may hold such home open to the public, either individually or as part of a "home show" approved by the Board of Directors for such reasonable period as the Board of Directors may specify. With the approval of Declarant, Lots adjacent to or in proximity to such model home may be used for parking by visitors to such model home.

18. Enforcement. The Corporation, any Owner or Declarant 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 Declaration and of any Supplemental Declarations, but neither Declarant nor the Corporation shall be liable for damage of any kind to any Person for failure either 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. In any action to enforce this Declaration, the Person seeking enforcement shall be entitled to recover all costs of enforcement, including attorneys' fees, if it substantially prevails in such action.

19. Limitations on Rights of the Corporation. Prior to the Applicable Date, the Corporation may not use its resources nor take a public position in opposition to the General Plan of Development or to changes thereto proposed by Declarant. Nothing in this paragraph shall be construed to limit the rights of the Members acting as individuals or in affiliation with other Members or groups as long as they do not employ the resources of the Corporation or identify themselves as acting in the name, or on the behalf, of the Corporation.

20. Approvals by Declarant. Notwithstanding any other provisions hereof, prior to the Applicable Date, the following actions shall require the prior approval of Declarant: the addition of real estate to the Tract; dedication or transfer of the Community Area; mergers and consolidations of Sections within the Tract or of the Tract with other real estate; mortgaging of the Community Area; amendment of this Declaration and any Supplemental Declaration; and changes in the basis for assessment or the amount, use and time of payment of the Community Area Initial Assessment.

21. Mortgages.

(a) Notice to Corporation. Any Owner who places a first mortgage lien upon his Residence or the Mortgagee shall notify the Secretary of the Board of Directors of such mortgage and provide the name and address of the

Mortgagee. A record of such Mortgagee's name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration any Supplemental Declaration, the Articles or the By-Laws (the "Organizational Documents") 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, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Organizational Documents shall be required and no Mortgagee shall be entitled to vote by virtue of the Organizational Documents or a proxy granted to such Mortgagee in connection with the mortgage.

(b) Notices to Mortgagees. The Corporation shall promptly provide to any Mortgagee of whom the Corporation has been provided notice under subparagraph (a) above notice of any of the following:

(i) Any condemnation or casualty loss that affects a material portion of the Community Area;

(ii) Any delinquency in the payment of any Assessment owed by the Owner of any Residence on which said Mortgagee holds a mortgage or any default by an Owner under the Organizational Documents, if said delinquency or default continues for more than sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Corporation;

(iv) Any proposed action that requires the consent of a specified percentage of Mortgagees; and,

(v) Any proposed amendment of the Organizational Documents effecting a change in (A) the interests in the Community Area appertaining to any Residence or the liability for Maintenance Costs appertaining thereto, (B) the vote appertaining to a Residence or (C) the purposes for which any Residence or the Community Area are restricted.

(c) Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Residence, furnish to such mortgagee or purchaser a statement setting forth the amount of the unpaid Assessments

against the Residence and the Owners, and any Mortgagee or grantee of the Residence shall not be liable for, nor shall the Residence conveyed be subject to a lien for, any unpaid Assessments in excess of the amount set forth in such statement.

(d) Financial Statements. Upon the request of any Mortgagee, the Corporation shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Corporation.

(e) Payments by Mortgagees. Any Mortgagee may (i) pay taxes or other charges that are in default and that may or have become a lien upon the Community Area or any part thereof and (ii) pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Community Area in case of a lapse of a policy. A Mortgagee making such payments shall be entitled to immediate reimbursement from the Corporation.

22. Amendments.

(a) Generally. This Declaration may be amended at any time by an instrument signed by (i) the appropriate officers of the Corporation acting pursuant to the authority granted by not less than two-thirds (2/3) of the votes of the Members cast at a meeting duly called for the purpose of amending this Declaration and, to the extent required by Paragraph 20, (ii) Declarant.

(b) By Declarant. Declarant hereby reserves the right unilaterally to amend and revise the standards, covenants and restrictions contained in this Declaration during the period prior to the Applicable Date. 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 materially the rights or increase or expand materially the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment or adversely affect the rights and interests of Mortgagees holding first mortgages on Residences at the time of such amendment. Declarant shall give notice in writing to such Owners and Mortgagees of any amendments. Except to the extent authorized in Paragraph 16(b), 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 without the consent of the Owner of such Lot.

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

23. 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 plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

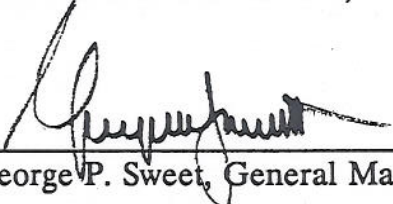
24. Duration. The foregoing covenants and restrictions are for the mutual benefit and protection of the present and future Owners, the Corporation, and Declarant, and shall run with the land and shall be binding on all parties and all Persons claiming under them until January 1, 2024, at which time said 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 Tract.

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

26. 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. Such drainage 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. 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.

IN TESTIMONY WHEREOF, Declarant has executed this Declaration as of the date set forth above.

BRENNICK LAND COMPANY, L.P.

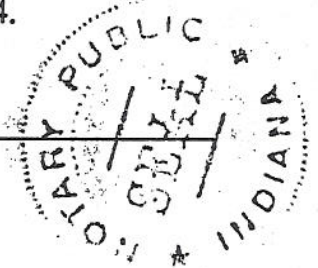
By  _____
George P. Sweet, General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared George P. Sweet, the General Manager of Brenwick Land Company, L.P., an Indiana limited partnership, who acknowledged the execution of the above and foregoing Declaration of Covenants and Restrictions for and on behalf of said limited partnership.

WITNESS my hand and Notarial Seal this 2 day of May, 1994.

Marie M. Urick
Notary Public Residing in
Hendricks County



Marie M. Urick
(printed signature)

My Commission Expires:

May 24, 1995

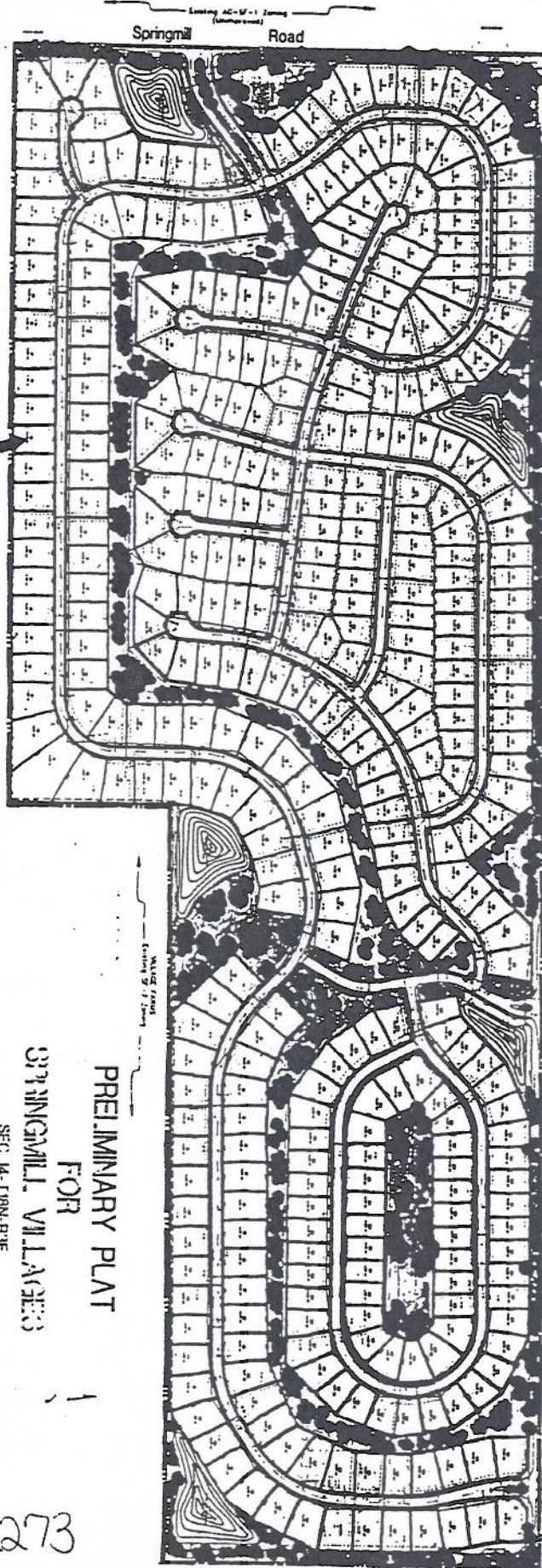
This instrument prepared by (and return to) Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT A

Description of the Development Area

A part of the Northeast Quarter, and a part of the Northwest Quarter of Section 14 Township 18 North Range 3 East, of the Second Principal Meridian, Hamilton County, Indiana, more particularly described as follows:

Beginning at a aluminum monument at the Northwest corner of said Northwest 1/4 of Section 14; thence North 88 degrees 56 minutes 28 seconds East along the North line thereof a distance of 2660.90 feet to a railroad spike at the Northeast corner thereof; thence North 89 degrees 18 minutes 24 seconds East along the North line of the Northeast Quarter of said Section 14 a distance of 2661.02 feet to a PK nail at the Northeast corner thereof; thence South 00 degrees 07 minutes 03 seconds East along the East line of said Northeast quarter a distance of 1313.73 feet (PK nail 1.7 feet north of corner); thence south 89 degrees 19 minutes 24 seconds West along the Easterly extension of the North line of Village Farms Section 2 and along the North line of Village Farms Section 2, a distance of 2657.45 feet (5/8" rebar 2.3 feet South and 0.7 feet West of corner); thence South 00 degrees 09 minutes 35 seconds East along the West line of Village Farms Section 2 a distance of 575.44 feet (5/8" rebar 0.2 feet North, 0.2 feet East of corner); thence South 89 degrees 00 minutes 35 seconds West along the North line of Village Farms Section 4 as recorded in Plat Book 8, pages 83-87, along the North line of Village Farms Sec. 6 as recorded in Plat Book 13, pages 131-133, to the West line of the Northwest quarter of said Section 14, a distance of 2663.05 feet (RR spike 1.7 feet South and 0.3 feet East of corner); thence North 00 degrees 10 minutes 17 seconds West along said West line a distance of 1885.22 feet to the Point of Beginning, containing 195.481 acres more or less.



112th AVENUE AT
 SPRINGMILL VILLAGES
 81 LOTS
 EXISTING SF-2 ZONING

THE CROSSINGS AT
 SPRINGMILL VILLAGES
 259 LOTS
 EXISTING SF-3 ZONING

156th Street

OWNER:
 HAMILTON COUNTY, INDIANA
 5000 NORTON AVENUE
 HAMILTON, INDIANA 46030
 PREPARED BY:
 HAMILTON COUNTY ENGINEERS
 1000 NORTON AVENUE
 HAMILTON, INDIANA 46030

PRELIMINARY PLAT
 FOR
 SPRINGMILL VILLAGES
 SEC 14-T18N-R0E
 HAMILTON COUNTY, INDIANA
 2000-001-0000-0000-0000

9422273
 SHEET 3 MAP

EXHIBIT C

Description of the Tract

A part of the Northwest Quarter of Section 14, Township 18 North, Range 3 East, of the Second Principle Meridian, Hamilton County, Indiana, being more particularly described as follows:

Commencing at an aluminum monument at the Northwest corner of said Northwest Quarter of Section 14; thence South 00 degrees 10 minutes 18 seconds East (assumed bearing) along the West line thereof a distance of 743.09 feet to the Point of Beginning; thence continuing South 00 degrees 10 minutes 18 seconds East along said west line a distance of 565.99 feet; thence North 89 degrees 49 minutes 43 seconds East a distance of 45.00 feet; thence North 44 degrees 49 minutes 43 seconds East a distance of 51.92 feet to a curve having a radius of 303.00 feet, the radius point of which bears North 06 degrees 18 minutes 54 seconds West; thence Northeasterly along said curve an arc distance of 167.56 feet to a point which bears South 38 degrees 00 minutes 00 seconds East from said radius point; thence North 52 degrees 00 minutes 00 seconds East a distance of 181.37 feet to a curve having a radius of 590.00 feet, the radius point of which bears South 38 degrees 00 minutes 00 seconds East; thence Northeasterly along said curve an arc distance of 76.65 feet to the point of compound curvature of a curve having a radius of 25.00 feet, the radius point of which bears South 30 degrees 33 minutes 22 seconds East; thence Easterly along said curve an arc distance of 46.57 feet to a point which bears North 76 degrees 10 minutes 41 seconds East from said radius point; thence North 28 degrees 47 minutes 00 seconds East a distance of 70.66 feet; thence North 71 degrees 24 minutes 17 seconds East a distance of 150.00 feet; thence North 54 degrees 15 minutes 01 seconds East a distance of 157.80 feet; thence North 54 degrees 33 minutes 25 seconds West a distance of 122.88 feet; thence South 58 degrees 55 minutes 00 seconds West a distance of 62.96 feet; thence North 43 degrees 05 minutes 00 seconds West a distance of 269.98 feet; thence North 29 degrees 45 minutes 05 seconds West a distance of 61.34 feet; thence South 59 degrees 52 minutes 46 seconds West a distance of 162.77 feet to a curve having a radius of 200.00 feet, the radius point of which bears North 59 degrees 52 minutes 46 seconds East; thence Northerly along said curve an arc distance of 9.30 feet to a point which bears South 62 degrees 32 minutes 33 seconds West from said radius point; thence South 62 degrees 32 minutes 33 seconds West a distance of 50.00 feet to a curve having a radius of 250.00 feet, the radius point of which bears North 62 degrees 32 minutes 33 seconds East; thence Southerly along said curve an arc distance of 65.64 feet to a point which bears South 47 degrees 30 minutes 00 seconds West from said radius point; thence South 42 degrees 30 minutes 00 seconds East a distance of 121.85 feet to a curve having a radius of 575.00 feet, the radius point of which bears South 47 degrees 30 minutes 00 seconds West; thence Southerly along said curve an arc distance of 149.91 feet to a point which bears North 62 degrees 25 minutes 16 seconds East from said radius point; thence South 62 degrees 25 minutes 16 seconds West a distance of 146.08 feet; thence North 36 degrees 44 minutes 04 seconds West a distance of 144.76 feet; thence North 48 degrees 30 minutes 00 seconds West a distance of 227.02 feet; thence South 89 degrees 49 minutes 43 seconds West a distance of 45.00 feet to the Beginning Point, containing 5.683 acres, more or less.

9422273

EXHIBIT C
PAGE 1 OF 3

A part of the Northwest Quarter of Section 14, Township 18 North, Range 3 East, of the Second Principle Meridian, Hamilton County, Indiana, being more particularly described as follows:

Beginning at an aluminum monument at the Northwest corner of said Northwest Quarter of Section 14; thence South 00 degrees 10 minutes 17 seconds East (assumed bearing) along the West line thereof a distance of 743.09 feet; thence North 89 degrees 49 minutes 43 seconds East a distance of 45.00 feet; thence South 48 degrees 30 minutes 00 seconds East a distance of 227.02 feet; thence South 36 degrees 44 minutes 04 seconds East a distance of 144.76 feet; thence North 62 degrees 26 minutes 16 seconds East a distance of 146.08 feet to a curve having a radius of 575.00 feet, the radius point of which bears South 62 degrees 26 minutes 16 seconds West; thence Northerly along said curve an arc distance of 149.91 feet to a point which bears North 47 degrees 30 minutes 00 seconds East from said radius point; thence North 42 degrees 30 minutes 00 seconds West a distance of 121.85 feet to a curve having a radius of 250.00 feet, the radius point of which bears North 47 degrees 30 minutes 00 seconds East; thence Northerly along said curve an arc distance of 65.64 feet to a point which bears South 62 degrees 32 minutes 33 seconds West from said radius point; thence North 62 degrees 32 minutes 33 seconds East a distance of 50.00 feet to a curve having a radius of 200.00 feet, the radius point of which bears North 62 degrees 32 minutes 33 seconds East; thence Southeasterly along said curve an arc distance of 9.30 feet to a point which bears South 59 degrees 52 minutes 46 seconds West from said radius point; thence North 59 degrees 52 minutes 46 seconds East a distance of 162.77 feet; thence South 29 degrees 45 minutes 05 seconds East a distance of 61.34 feet; thence South 43 degrees 05 minutes 00 seconds East a distance of 269.98 feet; thence North 58 degrees 55 minutes 00 seconds East a distance of 62.96 feet; thence South 54 degrees 33 minutes 25 seconds East a distance of 122.88 feet; thence North 53 degrees 06 minutes 23 seconds East a distance of 91.50 feet; thence South 76 degrees 44 minutes 43 seconds East a distance of 132.34 feet to a curve having a radius of 1225.00 feet, the radius point of which bears South 76 degrees 44 minutes 43 seconds East; thence Southerly along said curve an arc distance of 21.64 feet to a point which bears North 77 degrees 45 minutes 26 seconds West from said radius point; thence South 77 degrees 45 minutes 26 seconds East a distance of 50.00 feet to a curve having a radius of 1175.00 feet, the radius point of which bears South 77 degrees 45 minutes 26 seconds East; thence Northerly along said curve an arc distance of 87.47 feet to the point of compound curvature of a curve having a radius of 25.00 feet, the radius point of which bears South 73 degrees 29 minutes 31 seconds East; thence Easterly along said curve an arc distance of 40.36 feet to a point which bears North 19 degrees 00 minutes 00 seconds East from said radius point; thence South 71 degrees 00 minutes 00 seconds East a distance of 73.91 feet; thence North 19 degrees 00 minutes 00 seconds East a distance of 216.55 feet; thence South 24 degrees 30 minutes 00 seconds East a distance of 50.83 feet; thence North 05 degrees 30 minutes 00 seconds East a distance of 160.00 feet; thence North 15 degrees 01 minutes 56 seconds East a distance of 100.95 feet; thence North 22 degrees 31 minutes 29 seconds East a distance of 107.25 feet; thence North 36 degrees 31 minutes 29 seconds East a distance of 223.34 feet; thence North 01 degrees 03 minutes 32 seconds West a distance of 40.00 to the North line of said Northwest Quarter; thence South 88 degrees 56 minutes 28 seconds West along said North line a distance of 1592.05 feet to the Beginning Point, containing 24.827 acres, more or less.

9422273

EXHIBIT C
PAGE 2 OF 3

A part of the Northeast Quarter, and a part of the Northwest Quarter of Section 14, Township 18 North, Range 3 East, of the Second Principle Meridian, Hamilton County, Indiana, being more particularly described as follows:

Commencing at an aluminum monument at the Northwest corner of said Northwest Quarter of Section 14; thence South 00 degrees 10 minutes 17 seconds East (assumed bearing) along the West line thereof a distance of 1309.60 feet to the Beginning Point; thence North 89 degrees 49 minutes 43 seconds East a distance of 45.00 feet; thence North 44 degrees 49 minutes 43 seconds East a distance of 51.92 feet to a curve having a radius of 303.00 feet, the radius point of which bears North 06 degrees 18 minutes 54 seconds West; thence Northeasterly along said curve an arc distance of 167.56 feet to a point which bears South 38 degrees 00 minutes 00 seconds East from said radius point; thence North 52 degrees 00 minutes 00 seconds East a distance of 181.37 feet to a curve having a radius of 590.00 feet, the radius point of which bears South 38 degrees 00 minutes 00 seconds East; thence Northeasterly along said curve an arc distance of 76.65 feet to a tangent curve having a radius of 25.00 feet, the radius point of which bears South 30 degrees 33 minutes 22 seconds East; thence Easterly along said curve an arc distance of 46.57 feet to a point which bears North 76 degrees 10 minutes 41 seconds East from said radius point; thence North 28 degrees 47 minutes 00 seconds East a distance of 70.66 feet; thence North 71 degrees 24 minutes 17 seconds East a distance of 150.00 feet; thence North 54 degrees 15 minutes 01 seconds East a distance of 157.80 feet; thence South 54 degrees 33 minutes 25 seconds East a distance of 46.84 feet; thence South 07 degrees 30 minutes 00 seconds West a distance of 331.33 feet; thence South 10 degrees 49 minutes 44 seconds East a distance of 211.32 feet; thence South 55 degrees 20 minutes 56 seconds West a distance of 154.73 feet; thence South 25 degrees 24 minutes 32 seconds West a distance of 197.09 feet to a curve having a radius of 225.00 feet, the radius point of which bears North 25 degrees 24 minutes 32 seconds East; thence Northwesterly along said curve an arc distance of 55.25 feet to a tangent curve having a radius of 25.00 feet, the radius point of which bears South 39 degrees 28 minutes 44 seconds West; thence Westerly along said curve an arc distance of 19.91 feet to a point which bears North 06 degrees 08 minutes 37 seconds West from said radius point; thence South 00 degrees 58 minutes 57 seconds East a distance of 213.25 feet to the North line of Village Farms South, a subdivision in Hamilton County, Indiana, the plat of which is recorded as instrument Number 9017010 in the Office of the Recorder of Hamilton County, Indiana; thence South 89 degrees 00 minutes 35 seconds West along said north line thereof a distance of 541.96 feet to the West line of said Northwest Quarter; thence North 00 degrees 10 minutes 17 seconds West along said West line of the Northwest Quarter a distance of 576.13 feet to the Beginning Point, containing 12.531 acres, more or less.

This Instrument Recorded MAY 13 1994
Sharon K. Cherry, Recorder, Hamilton County, IN

9422273

EXHIBIT C
PAGE 3 OF 3

9422274

SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS
SPRINGMILL VILLAGES

THE CROSSINGS

This Supplemental Declaration, dated as of the 29th day of April, 1994,
BRENWICK LAND COMPANY, L.P., an Indiana limited partnership,

RECEIVED
FOR RECORD
94 MAY 13 AM 11:48
SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

WITNESSES THAT:

WHEREAS, the following facts are true:

This Instrument Recorded MAY 13 1994
Sharon K. Cherry, Recorder, Hamilton County, IN

A. Declarant is the owner of, or has the right to acquire, the fee simple title to the real estate located in Hamilton County, Indiana, more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. This Declaration is a Supplemental Declaration as that term is defined in the Declaration of Covenants and Restrictions.

C. Declarant intends to subdivide the Parcel into Lots upon each of which a Residence may be constructed.

NOW, THEREFORE, Declarant hereby makes this Supplemental Declaration as follows:

1. Definitions. Words, phrases and terms that are defined in the Declaration of Covenants and Restrictions have the same meaning in this Supplemental Declaration except as herein otherwise provided. The following words, phrases and terms, as used in this Supplemental Declaration, unless the context clearly requires otherwise, mean the following:

"The Crossings" means the name by which the Parcel shall be known.

"Declaration of Covenants and Restrictions" means the Declaration of Covenants and Restrictions of Springmill Villages dated as of April 29, 1994 and recorded in the Office of the Recorder of Hamilton County, Indiana as Instrument Number 94-22273, as amended from time to time.

"Lot" means a numerically designated subdivided parcel of land depicted on a Plat.

"Owner" means any Person, including Declarant, who at any time owns the fee simple title to a Lot.

"Parcel" means that part of the real estate described in Exhibit A which is at any time subject to the covenants, restrictions, easements, charges and liens imposed by the Declaration of Covenants and Restrictions.

"Plat" means the secondary plat of a Section within the Parcel.

"Section" means that part of the Parcel which is depicted on a Plat.

"Tract" means the real estate, including all or any part of the Parcel, that is subject to the covenants, restrictions, easements, charges and liens imposed by the Declaration of Covenants and Restrictions.

2. Declaration. Declarant hereby declares that, in addition to the covenants, restrictions, easements, charges and liens imposed by the Declaration of Covenants and Restrictions, the Parcel shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

3. Land Use. Lots may be used only for residential purposes as provided in the Declaration of Covenants and Restrictions. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of houses in a Section than the number of original Lots shown on a Plat of such Section.

4. Construction of Residences.

(a) Lot Development Plans. Prior to commencement of any construction on a Lot, a Lot Development Plan shall be submitted to the Architectural Review Board in accordance with the requirements of Paragraph 13 of the Declaration of Covenants and Restrictions. The Architectural Review Board may require as part of a Lot Development Plan a report of a subsurface soils investigation of the Lot made by a qualified soils engineer, which report shall include recommendations for the foundations of the proposed Residence. Each Owner shall comply with the terms and provisions of Paragraph 13 of the Declaration of Covenants and Restrictions and the requirements of the Architectural Review Board established pursuant to the authority granted by the Declaration of Covenants and Restrictions.

(b) Size of Residence. Except as otherwise provided herein, 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 1,400 square feet if a one-story structure, or 900 square feet if a higher structure, but in the case of a building higher than one story, there must also

be at least 500 square feet in addition to the ground floor area and the total floor area shall not be less than 1,600 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 Finished Floor 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 thirty (30) feet to any rear Lot line. A minimum finished floor elevation, shown on the development plan for each Section, has been established for each Lot and no finished floor elevation with the exception of flood protected basements shall be constructed lower than said minimum without the written consent of the Architectural Review Board. Demonstration of adequate storm water drainage in conformity with both on-Lot and overall project drainage plans shall be a prime requisite for alternative finished floor elevations. Before construction commences, the finished floor elevation shall be physically checked on the Lot and certified by a licensed professional engineer or a licensed land surveyor.

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

(f) Yard Lights. If street lights are not installed in the Parcel, then each Owner or his builder shall install and maintain a light in operable condition on his Lot at a location, having a height and of a type, style and manufacture approved by the Architectural Review Board prior to the installation thereof. Each such light fixture shall also have a bulb of a maximum wattage approved by Architectural Review Board to insure uniform illumination on each Lot and shall be equipped with a photo electric cell or similar device to insure automatic illumination from dusk to dawn each day.

(g) 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.

(h) Construction and Landscaping. All construction upon, landscaping of and other improvement to a Lot shall be completed strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. All landscaping specified on the landscaping plan approved by the Architectural Review Board shall be installed on the Lot strictly in accordance with such approved plan within thirty (30) days following

substantial completion of the Residence unless the Board agrees to a later landscaping completion date. Unless a delay is caused by strikes, war, court injunction or acts of God, the Owner of any Lot which on the date of purchase from Declarant is not improved with a Residence shall commence construction of a Residence upon the Lot within three (3) years from the date the Owner acquired title thereto and shall complete construction of such Residence within one (1) year after the date of commencement of the building process, but in no event later than four (4) years after the date the Owner acquired title to the Lot unless such Lot is adjacent to a Lot upon which the Owner has constructed a Residence in which such Owner permanently resides. If the Owner fails to commence or complete construction of a Residence within the time periods specified herein, or if the Owner should, without Declarant's written approval, sell, contract to sell, convey, or otherwise dispose of, or attempt to sell, convey or otherwise dispose of, the Lot before completion of construction of a Residence on the Lot, then, in any of such events, Declarant may:

(i) re-enter the lot and divest the Owner of title thereto by tendering to the Owner or to the Clerk of the Circuit Court of Hamilton County the lesser of (i) the same net dollar amount as was received by Declarant from such Owner as consideration for the conveyance by Declarant of the Lot, together with such actual costs, if any, as the Owner may prove to have been incurred in connection with the commencement of construction of a Residence on the Lot and (ii) the then fair market value of the Lot, as determined by averaging two (2) appraisals made by qualified appraisers appointed by the Judge of the Hamilton County Circuit or Superior Court;

(ii) obtain injunctive relief to force the Owner to proceed with construction of any Residence, a Lot Development Plan for which has been approved by the Architectural Review Board upon application by such Owner; or

(iii) pursue other remedies at law or in equity as may be available to Declarant.

The failure of the Owner of a Lot to apply for approval of, or receive approval from, the Architectural Review Board of a Lot Development Plan shall not relieve such Owner from his obligation to commence and complete construction of a Residence upon the Lot within the time periods specified herein. For the purposes of this subparagraph (h), construction of a Residence will be deemed "commenced" when grading of the building site begins and shall be deemed "completed" when the exterior of the Residence

(including but not limited to the foundation, walls, roof, windows, entry doors, gutters, downspouts, exterior trim, paved driveway and landscaping) has been completed in conformity with the Lot Development Plan.

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

(j) Septic Systems. No septic tank, absorption field or any other on-site sewage disposal system (other than a lateral main connected to a sanitary sewerage collection system operated by the Hamilton Western Utilities, Inc. or a successor public agency or public utility) shall be installed or maintained on any Lot.

(k) Water Systems. No private or semi-private water supply system may be located upon any Lot which is not in compliance with regulations or procedures adopted or established by the Indiana State Board of Health, or other civil authority having jurisdiction. To the extent that domestic water service is available from a water line located within 200 feet of the lot line maintained by a public or private utility company, each Owner shall connect to such water line to provide water for domestic use on the Lot and shall pay all connection, availability or other charges lawfully established with respect to connections thereto. Notwithstanding the foregoing, an Owner may establish, maintain and use an irrigation water well on his Lot as long as the well does not adversely affect the normal pool level of any Pond.

(l) Drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the Drainage Board, "Drainage Easements" reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. Lots within the Parcel may be included in a legal drain established by the Drainage Board. In such event, each Lot in the Parcel will be subject to assessment by the Drainage Board for the costs of maintenance of the portion of the Drainage System and/or the Lakes included in such legal drain, which assessment will be a lien against the Lot. The elevation of a Lot shall not be changed so as to affect materially the surface elevation or grade of surrounding Lots. Perimeter foundation drains, sump pump drains and downspouts shall not be outletted into streets or street rights-of-way. These drains shall be connected

whenever feasible into a subsurface drainage tile. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

5. Maintenance of Lots.

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

(b) Signs. Except for such signs as Declarant may in its absolute discretion display in connection with the development of Springmill Villages or the Parcel and the sale of Lots therein and such signs as may be located on the Community Area, no sign of any kind shall be displayed to the public view on any Lot except that one sign of not more than four (4) 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 located on a Landscape Easement or 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. No fence shall be erected or maintained on or within any Landscape Easement except such as may be installed by Declarant and subsequently replaced by the Corporation in such manner as to preserve the uniformity of such fence. In no event may any fence be erected or maintained on any Lot without the prior approval of the Architectural Review Board, which may establish design standards for fences and further restrictions with respect to fencing, including limitations on (or prohibition of) the installation of fences in the rear yard of a Lot and along the bank of any Pond. All fences shall be kept in good repair. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(d) Vegetation. An Owner shall not permit the growth of weeds and volunteer trees and bushes on his Lot, and shall keep his Lot reasonably clear from such unsightly growth at all times. If an Owner fails to comply with this Restriction, the Board of Directors shall cause the weeds to be cut and the Lot cleared of such growth at the expense of the Owner thereof and the Corporation 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. Barking dogs shall constitute a nuisance.

(f) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view. 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. Owners of dogs shall so control or confine them so as to avoid barking which will annoy or disturb adjoining Owners.

(h) Outside Burning. No trash, leaves, or other materials shall be burned upon a Lot if smoke therefrom would blow upon any other Lot and, then, only in acceptable incinerators and in compliance with all applicable legal requirements.

(i) Antennas and Receivers. No satellite receiver, down-link or antenna which is visible from a public way or from any other Lot shall be permitted on any Lot without the prior written consent of the Architectural Review Board. Unless consent thereto is granted by a majority of the Owners, the Architectural Review Board shall not give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the Lot, nor shall it give its consent to the installation of any other exterior antenna unless all Owners of Lots within 200 feet of the Lot upon which the proposed antenna would be erected 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.

(k) Electric Bug Killers. Electric bug killers, "zappers" and other similar devices shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other Owners and shall only be operated when outside activities require the use thereof and not continuously.

(l) Air Conditioners. No air conditioning unit shall be installed so as to protrude from any structure located on a Lot (including but not limited to the window of any Residence or garage) if the same would be visible from a public way, a Community Area or any other Lot.

6. General Community Rules. Each Lot shall be subject to the guidelines, rules, regulations and procedures adopted by the Architectural Review Board pursuant to Paragraph 15(a)(iii) of the Declaration of Covenants and Restrictions, and each Owner of a Lot shall at all times comply therewith.

7. Assessments. The Board of Directors may make Assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity that is the responsibility of the Owner of a Lot hereunder but which such Owner has not undertaken as required hereunder. Any such Assessment shall be assessed only against those Owners whose failure to comply with the requirements of these covenants necessitated the action to enforce these covenants or the undertaking of the maintenance or other activity.

8. Enforcement. The right to enforce each of the foregoing Restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to Declarant, the Corporation, the Architectural Review Board, the Owners of the Lots in the Parcel, their heirs and assigns, and to the Zoning Authority, their successors and assigns, who are entitled to such relief without being required to show any damage of any kind to Declarant, the Corporation, the Architectural Review Board, any Owner or Owners, or such Zoning Authority by or through any such violation or attempted violation. Under no circumstances shall Declarant, the Corporation or the Architectural Review Board be liable for damages of any kind to any Person for failure to abide by, enforce or carry out any provision or provisions of this Supplemental Declaration. There shall be no rights of reversion or forfeiture of title resulting from any violations.

9. Severability. Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

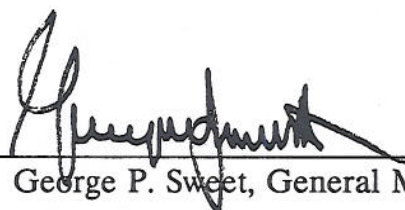
10. Non-Liability of Declarant. Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant, and no duty of, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Supplemental Declaration.

11. General Provisions. This Supplemental Declaration may be amended at any time in the manner provided in Paragraph 23 of the Declaration of Covenants and Restrictions except that no amendment adopted pursuant to Paragraph 22(a) of the Declaration of Covenants and Restrictions shall be effective as against a Mortgagee who subsequently acquires title to a Lot unless approved by at least two-thirds (2/3) of the Mortgagees who hold first mortgages on the Lots in the Parcel (based on one vote for each first mortgage owned) or at least two-thirds (2/3) of the Owners of the Lots in the Parcel (excluding Declarant).

Except as the same may be amended from time to time, the foregoing restrictions will be in full force and effect until January 1, 2024, at which time they will be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then Owners of Lots in the Parcel it is agreed that these Restrictions shall terminate in whole or in part.

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

BRENNICK LAND COMPANY, L.P.

By  _____
George P. Sweet, General Manager

9422274⁻⁹

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 General Manager of Brenwick Land Company, L.P., an Indiana limited partnership, who acknowledged execution of the foregoing Supplemental Declaration of Covenants and Restrictions for and on behalf of said limited partnership.

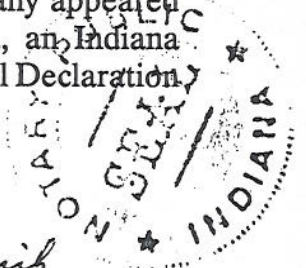
WITNESS my hand and Notarial Seal this 2 day of May, 1994.

Marie M. Urick
Notary Public Residing in Hendricks County

My Commission Expires:

May 24, 1995

Marie M. Urick
(printed signature)



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

TCH01225

9422274

**LAND DESCRIPTION
(THE CROSSINGS)**

A part of the Northeast Quarter, and a part of the NorthWest Quarter of Section 14, Township 18 North, Range 3 East, of the Second Principle Meridian, Hamilton County, Indiana, being more particularly described as follows:

Beginning at an aluminum monument at the NorthWest corner of said NorthWest Quarter of Section 14; thence South 00 degrees 10 minutes 18 seconds East (assumed bearing) along the West line thereof a distance of 1309.09 feet; thence North 89 degrees 49 minutes 43 seconds East a distance of 45.00 feet; thence North 44 degrees 49 minutes 43 seconds East a distance of 51.92 feet to the point of curvature of a non-tangent curve having a radius of 303.00 feet, the radius point of which bears North 06 degrees 18 minutes 54 seconds West; thence Northeasterly along said curve an arc distance of 167.56 feet to a point which bears South 38 degrees 00 minutes 00 seconds East from said radius point; thence North 52 degrees 00 minutes 00 seconds East a distance of 181.37 feet to the point of curvature of a curve having a radius of 590.00 feet, the radius point of which bears South 38 degrees 00 minutes 00 seconds East; thence Northeasterly along said curve an arc distance of 76.65 feet to the point of compound curvature of a curve having a radius of 25.00 feet, the radius point of which bears South 30 degrees 33 minutes 22 seconds East; thence Easterly along said curve an arc distance of 46.57 feet to a point which bears North 76 degrees 10 minutes 41 seconds East from said radius point; thence North 28 degrees 47 minutes 00 seconds East a distance of 70.66 feet; thence North 71 degrees 24 minutes 17 seconds East a distance of 150.00 feet; thence North 54 degrees 15 minutes 01 seconds East a distance of 157.80 feet; thence South 54 degrees 33 minutes 25 seconds East a distance of 46.84 feet; thence South 07 degrees 30 minutes 00 seconds West a distance of 331.68 feet; thence South 10 degrees 51 minutes 31 seconds East a distance of 210.99 feet; thence North 89 degrees 01 minutes 03 seconds East a distance of 235.11 feet; thence North 29 degrees 01 minutes 18 seconds East a distance of 162.33 feet; thence South 42 degrees 21 minutes 31 seconds East a distance of 187.34 feet; thence North 89 degrees 01 minutes 03 seconds East a distance of 225.15 feet; thence North 18 degrees 28 minutes 31 seconds East a distance of 64.78 feet; thence South 36 degrees 47 minutes 14 seconds East a distance of 75.31 feet; thence North 89 degrees 01 minutes 03 seconds East a distance of 223.79 feet; thence North 56 degrees 25 minutes 38 seconds East a distance of 68.09 feet; thence South 71 degrees 53 minutes 25 seconds East a distance of 112.13 feet; thence North 89 degrees 01 minutes 03 seconds East a distance of 178.34 feet; thence North 44 degrees 30 minutes 23 seconds East a distance of 166.86 feet; thence North 07 degrees 42 minutes 33 seconds East a distance of 254.28 feet; thence North 16 degrees 54 minutes 40 seconds East a distance of 138.17 feet; thence North 16 degrees 54 minutes 40 seconds East a distance of 71.22 feet; thence North 44 degrees 57 minutes 37 seconds East a distance of 284.20 feet; thence North 75 degrees 00 minutes 00 seconds East a distance of 281.36 feet; thence North 77 degrees 30 minutes 00 seconds East a distance of 189.82 feet; thence North 62 degrees 40 minutes 06 seconds East a distance of 125.98 feet; thence North 44 degrees 00 minutes 00 seconds East a distance of 163.29 feet; thence North 05 degrees 35 minutes 13 seconds East a distance of 155.43 feet; thence North 08 degrees 16 minutes 53 seconds East a distance of 211.81 feet; thence North 00 degrees 41 minutes 36 seconds West a distance of 40.00 feet to the North

9422274

EXHIBIT A
PAGE 1 OF 2

line of the Northeast Quarter of said Section 14; thence South 89 degrees 18 minutes 24 seconds West along said North line a distance of 596.99 feet to the Northeast corner of the NorthWest Quarter of said Section 14; thence South 88 degrees 56 minutes 28 seconds West along the North line of said NorthWest Quarter a distance of 2660.89 feet to the Beginning Point, containing 82.627 acres, more or less.

Also part of the Northeast Quarter of Section 14, Township 18 North, Range 3 East, of the Second Principle Meridian, Hamilton County, Indiana, being more particularly described as follows:

Commencing at a PK nail the Northeast corner of said Northeast Quarter of Section 14; thence South 89 degrees 18 minutes 24 seconds West (assumed bearing) along the North line thereof a distance of 813.66 feet to the Point of Beginning; thence continuing South 89 degrees 18 minutes 24 seconds West along said North line a distance of 769.79 feet; thence South 00 degrees 41 minutes 36 seconds East a distance of 40.00 feet; thence South 65 degrees 35 minutes 29 seconds West a distance of 220.51 feet; thence South 44 degrees 00 minutes 00 seconds West a distance of 226.22 feet; thence South 80 degrees 00 minutes 00 seconds West a distance of 74.67 feet; thence South 10 degrees 00 minutes 00 seconds East a distance of 309.37 feet; thence South 36 degrees 15 minutes 13 seconds East a distance of 197.00 feet; thence South 55 degrees 50 minutes 50 seconds East a distance of 225.72 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 953.84 feet; thence North 44 degrees 31 minutes 25 seconds East a distance of 257.90 feet; thence North 20 degrees 59 minutes 00 seconds East a distance of 218.96 feet; thence North 08 degrees 31 minutes 00 seconds West a distance of 218.96 feet; thence North 38 degrees 01 minutes 00 seconds West a distance of 218.96 feet; thence North 66 degrees 10 minutes 09 seconds West a distance of 220.38 feet; thence North 00 degrees 41 minutes 36 seconds West a distance of 40.00 feet to the Beginning Point, containing 27.206 acres, more or less.

Containing a total of 109.833 acres, more or less.

\\dec\895\CROSSING.doc
3/25/94 dec

This Instrument Recorded MAY 13 1994
Sharon K. Cherry, Recorder, Hamilton County, IN

9422274

EXHIBIT A
PAGE 2 OF 2

ACCOM

9522993

9.00
②

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
SPRINGMILL VILLAGES**

95 APR 25 PM 2:27
Mary W. Clark
HAMILTON COUNTY RECORDER

THIS FIRST AMENDMENT to that certain Declaration of Covenants and Restrictions of Springmill Villages dated as of April 29, 1994 (the "Declaration"), is executed as of the 20th day of April, 1995, by Brenwick Land Company, L.P., ("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 May 13, 1994, as Instrument No. 9422273.

(b) Declarant has the right unilaterally to amend and revise the Declaration pursuant to the provisions of Paragraph 22(b) of the Declaration.

(c) Declarant desires to correct certain typographical errors in the Declaration.

2. **Amendments.**

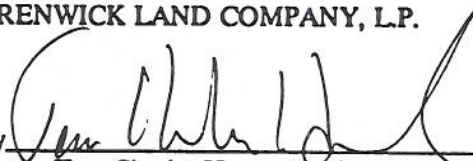
(a) Paragraph 11 of the Declaration is amended by deleting "13(a)" in the fifth line of subparagraph (f) thereof and substituting therefor "14(a)".

(b) Paragraph 12 of the Declaration is amended by deleting "12(c)" in the fourth line of subparagraph (3) thereof and substituting therefor "13(c)".

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.

BREHWICK LAND COMPANY, L.P.

By 
Tom Charles Huston, Assistant General Manager

INSTR. # 9522993

INSTR. # 95/2/2993


STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, the Assistant General Manager of Brenwick Land Company, L.P., an Indiana limited partnership, who acknowledged the execution of the foregoing "First Amendment to Declaration of Covenants and Restrictions" for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 20th day of April, 1995.

My Commission Expires:

August 13, 1995

Von Leigh Wilson
Notary Public Residing in Greene County, IN
Von Leigh Wilson
(printed signature)


This instrument prepared by (and should be returned to) Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian St., Indianapolis, Indiana 46204.

ACCOM

9522993

9537754

10.00

This instrument is re-recorded to correct erroneous subparagraph reference.

COPY

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
SPRINGMILL VILLAGES**

95 APR 25 PM 2:2
Mary R. Clark
HAMILTON COUNTY RECORDER

THIS FIRST AMENDMENT to that certain Declaration of Covenants and Restrictions of Springmill Villages dated as of April 29, 1994 (the "Declaration"), is executed as of the 20th day of April, 1995, by Brenwick Land Company, L.P., ("Declarant"), who by the execution hereof, hereby declares that:

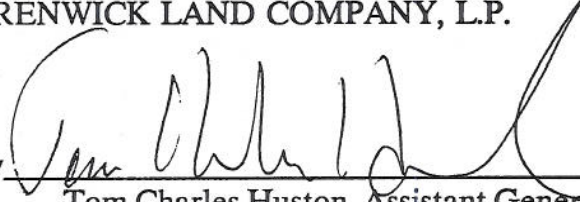
- 1. **Recitals.** The following facts are true:
 - (a) The Declaration was recorded in the Office of the Recorder of Hamilton County, Indiana, on May 13, 1994, as Instrument No. 9422273.
 - (b) Declarant has the right unilaterally to amend and revise the Declaration pursuant to the provisions of Paragraph 22(b) of the Declaration.
 - (c) Declarant desires to correct certain typographical errors in the Declaration.

- 2. **Amendments.**
 - (a) Paragraph 11 of the Declaration is amended by deleting "13(a)" in the fifth line of subparagraph (f) thereof and substituting therefor "14(a)".
 - (b) Paragraph 12 of the Declaration is amended by deleting "12(c)" in the fourth line of subparagraph ~~(b)~~ thereof and substituting therefor "13(c)".
(e)

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.

BRENWICK LAND COMPANY, L.P.

By 
Tom Charles Huston, Assistant General Manager

95 JUN -5 PM 3:28
Mary R. Clark
HAMILTON COUNTY RECORDER

STATE OF INDIANA)
) SS:
COUNTY OF MARION)


Before me, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, the Assistant General Manager of Brenwick Land Company, L.P., an Indiana limited partnership, who acknowledged the execution of the foregoing "First Amendment to Declaration of Covenants and Restrictions" for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 20th day of April, 1995.

My Commission Expires:

August 13, 1995

Von Leigh Wilson
Notary Public Residing in Greene County
Von Leigh Wilson
(printed signature)



This instrument prepared by (and should be returned to) Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian St., Indianapolis, Indiana 46204.

Crossings at
Springmill Village
Sec 4

THIS INSTRUMENT WAS PREPARED
BY EVAN J. EVANS
REGISTERED LAND SURVEYOR-INDIANA #910024
3020 NORTH POST ROAD
INDIANAPOLIS, INDIANA 46226
TELEPHONE (317) 898-8282
DATE: 1/8/96

Instrument No. 9600979
P.C. No. 1 Slide No. 146

THE CROSSINGS
AT SPRINGMILL VILLAGE
SECTION 2
PART OF THE N1/2
HAMILTON COUNTY

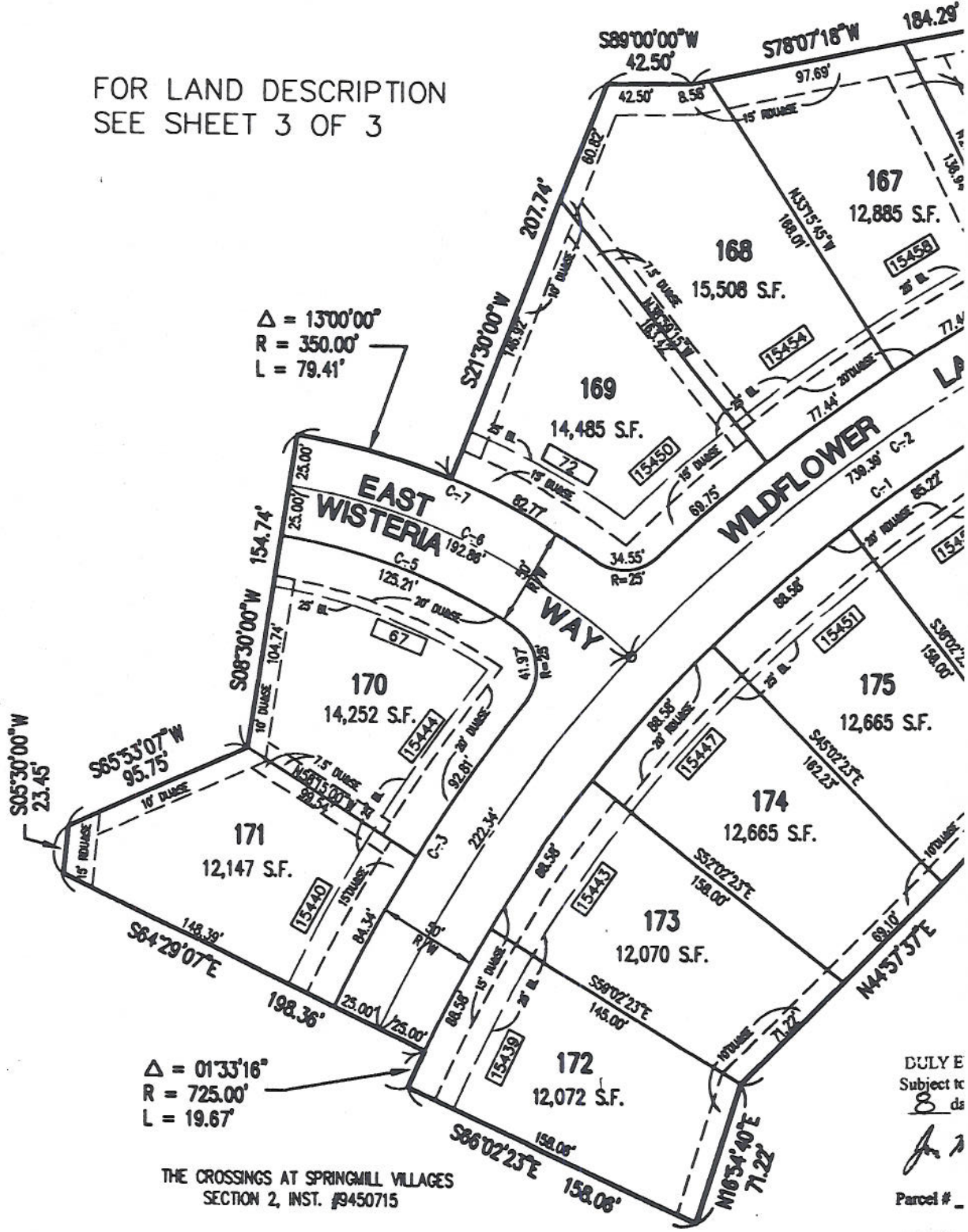
CURVE DATA TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C-1	725.00'	714.74'	389.44'	686.15'	N53°45'26"E	56°29'07"
C-2	750.00'	739.39'	402.87'	709.81'	N53°45'26"E	56°29'07"
C-3	775.00'	177.15'	88.96'	176.77'	N32°03'48"E	13°05'49"
C-4	775.00'	434.51'	223.13'	428.84'	N61°55'04"E	32°07'25"
C-5	300.00'	125.21'	63.53'	124.31'	S69°32'34"E	23°54'51"
C-6	325.00'	192.86'	99.36'	190.04'	S64°30'00"E	34°00'00"
C-7	350.00'	162.18'	82.57'	160.73'	N68°13'31"W	26°32'57"
C-8	185.00'	123.74'	64.28'	121.45'	S28°57'01"E	38°19'23"
C-9	210.00'	144.33'	75.15'	141.51'	N27°41'23"W	39°22'46"
C-10	235.00'	152.86'	79.24'	150.18'	N28°10'09"W	37°16'08"
C-11	150.00'	99.48'	51.65'	97.67'	N63°00'00"E	38°00'00"
C-12	175.00'	116.06'	60.26'	113.95'	N63°00'00"E	38°00'00"
C-13	200.00'	132.65'	68.87'	130.23'	N63°00'00"E	38°00'00"
C-14	150.00'	142.11'	76.89'	136.85'	N71°08'27"E	54°16'54"
C-15	175.00'	165.79'	89.71'	159.66'	N71°08'27"E	54°16'54"
C-16	200.00'	189.48'	102.52'	182.47'	N71°08'27"E	54°16'54"

OWNER/SUBDI
BRENNICK L
C/O GEORGE
12722 HAMIL
CARMEL, IN.
(317) 574-2

SURVEYOR
SCHNEIDER E
3020 NORTH
INDIANAPOLIS
(317) 898-E

FOR LAND DESCRIPTION
SEE SHEET 3 OF 3



This document referred
to in Document No.
9608741 Drain
Rev. 3-1-96

THE CROSSINGS AT SPRINGMILL VILLAGES
SECTION 2, INST. #9450715

DULY E
Subject to
8 ds
Parcel #

979
No. 646

THE CROSSINGS

AT SPRINGMILL VILLAGES

SECTION 4

SECONDARY PLAT

PART OF THE N1/2 SECTION 14-T18N-R3E HAMILTON COUNTY, INDIANA

Instrument No. 9600979
P.C. No. 1 Slide No. 646

9609600979
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 01-08-1996 At 04:07 pm
PLAT 30.00
Vol. 0 Page 0

(ASSUMED NORTH)

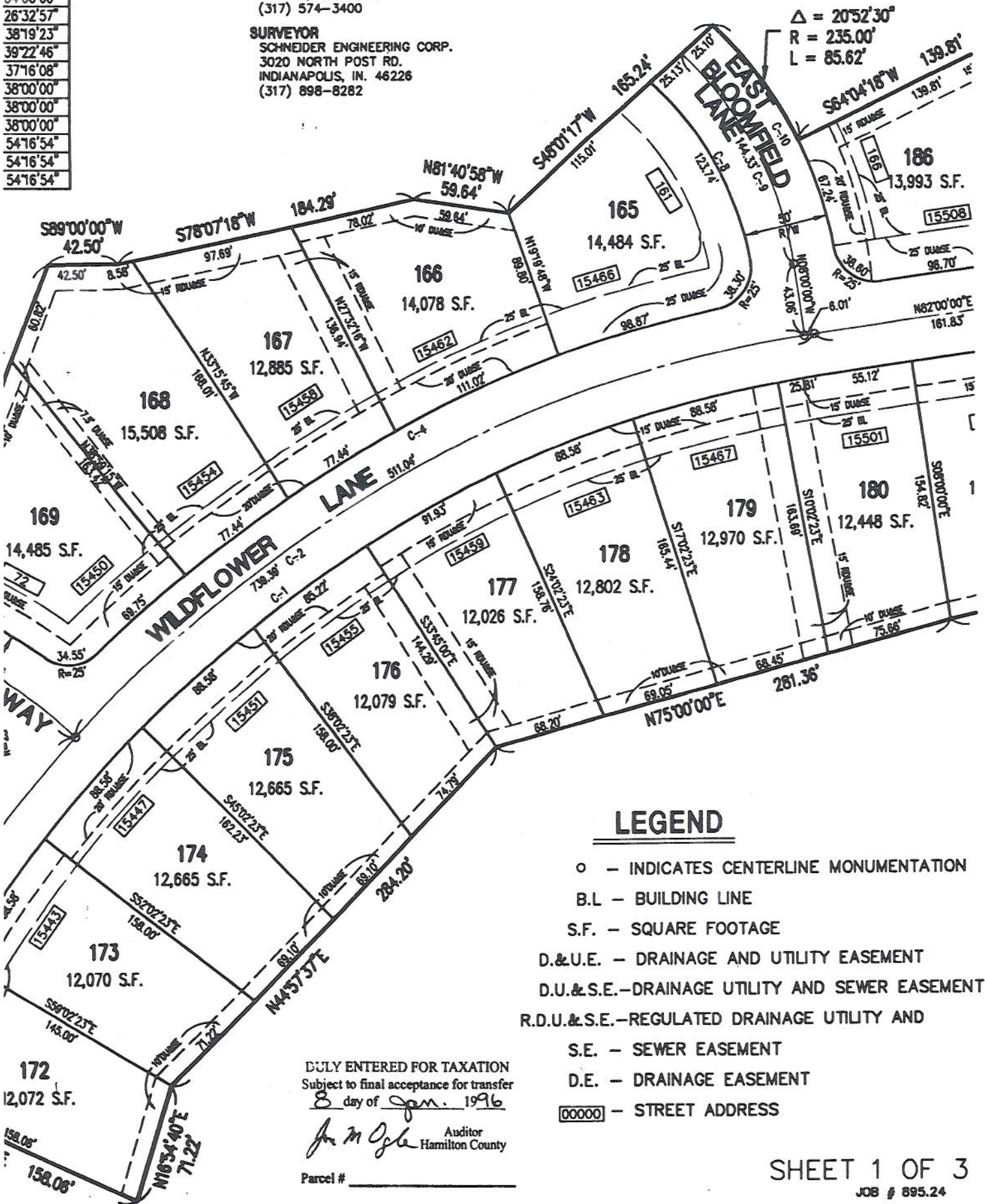
SCALE: 1" = 60'



DELTA
56°29'07"
56°29'07"
13°05'49"
32°07'25"
23°54'51"
34°00'00"
26°32'57"
38°19'23"
39°22'46"
37°16'08"
38°00'00"
38°00'00"
38°00'00"
54°16'54"
54°16'54"
54°16'54"

OWNER/SUBDIVIDER
BRENWICK LAND COMPANY, L.P.
C/O GEORGE P. SWEET
12722 HAMILTON CROSSING BLVD.
CARMEL, IN. 46032
(317) 574-3400

SURVEYOR
SCHNEIDER ENGINEERING CORP.
3020 NORTH POST RD.
INDIANAPOLIS, IN. 46226
(317) 898-8282



LEGEND

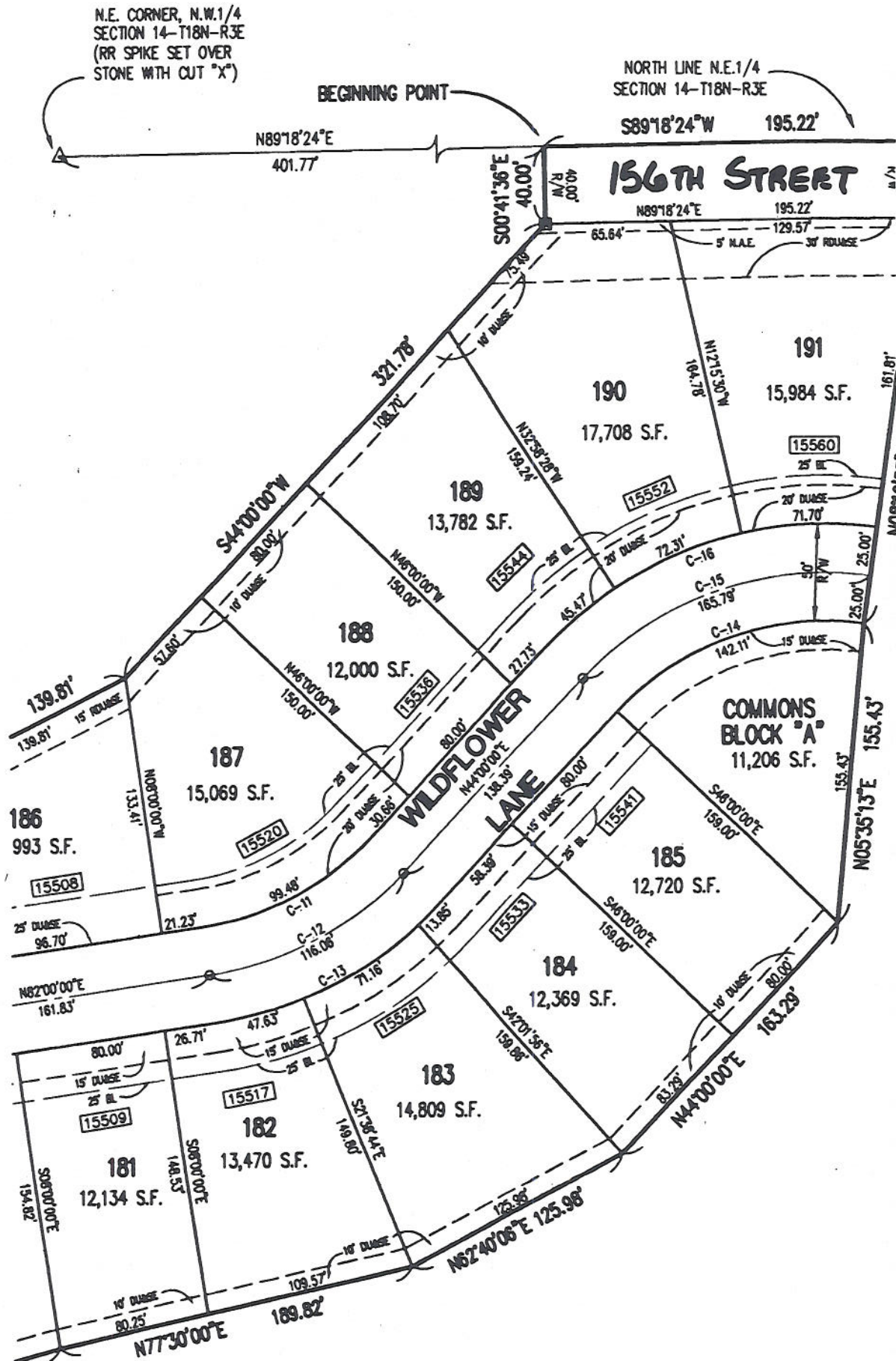
- - INDICATES CENTERLINE MONUMENTATION
- B.L - BUILDING LINE
- S.F. - SQUARE FOOTAGE
- D.&U.E. - DRAINAGE AND UTILITY EASEMENT
- D.U.&S.E. - DRAINAGE UTILITY AND SEWER EASEMENT
- R.D.U.&S.E. - REGULATED DRAINAGE UTILITY AND SEWER EASEMENT
- S.E. - SEWER EASEMENT
- D.E. - DRAINAGE EASEMENT
- 00000 - STREET ADDRESS

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
8 day of Jan. 1996
for M. C. G. L. Auditor
Hamilton County
Parcel # _____

THIS INSTRUMENT WAS PREPARED
 BY EVAN J. EVANS
 REGISTERED LAND SURVEYOR-INDIANA #910024
 3020 NORTH POST ROAD
 INDIANAPOLIS, INDIANA 46228
 TELEPHONE (317) 898-8282
 DATE: 1/8/96

THE CROSS

AT SPRINGMILL V
 SECTION
 SECONDARY
 PART OF THE N.1/2 SECTIC
 HAMILTON COUNTY

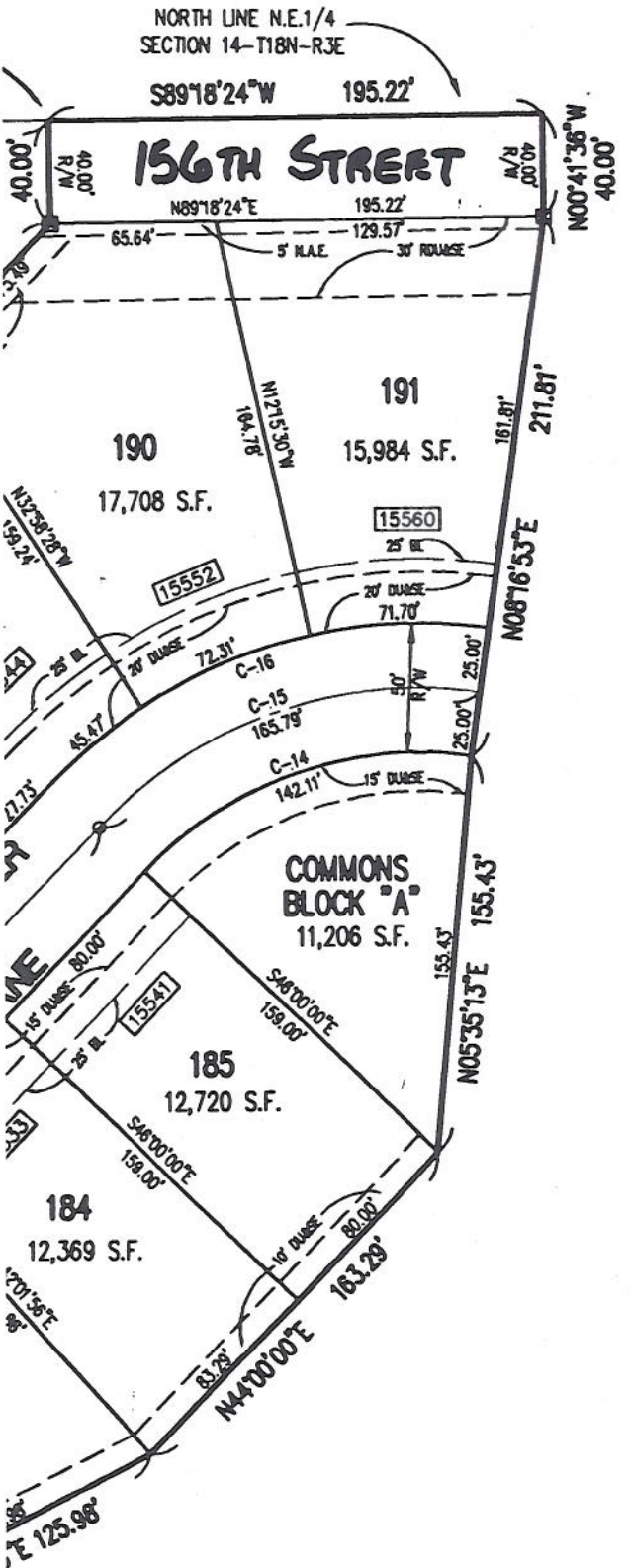
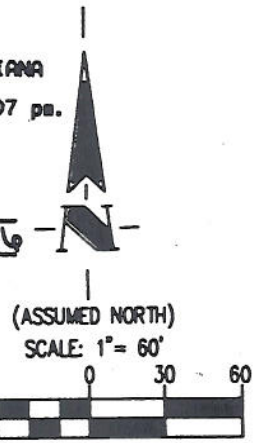


THE CROSSINGS

AT SPRINGMILL VILLAGES SECTION 4 SECONDARY PLAT PART OF THE N.1/2 SECTION 14-T18N-R3E HAMILTON COUNTY, INDIANA

9609600979
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 01-08-1996 At 04:07 pm.
PLAT 30.00
Vol. 0 Page 0

Instrument No. 9600979
P.C. No. 1 Slide No. 646



FOR LAND DESCRIPTION
SEE SHEET 3 OF 3

OWNER/SUBOWNER
BRENNICK LAND COMPANY, L.P.
C/O GEORGE P. SWEET
12722 HAMILTON CROSSING BLVD.
CARMEL, IN. 46032
(317) 574-3400

SURVEYOR
SCHNEIDER ENGINEERING CORP.
3020 NORTH POST RD.
INDIANAPOLIS, IN. 46226
(317) 898-8282

LEGEND

- - INDICATES CONCRETE MONUMENT
- - INDICATES CENTERLINE MONUMENTATION
- B.L - BUILDING LINE
- S.F. - SQUARE FOOTAGE
- D.&U.E. - DRAINAGE AND UTILITY EASEMENT
- D.U.&S.E.-DRAINAGE UTILITY AND SEWER EASEMENT
- R.D.U.&S.E.-REGULATED DRAINAGE UTILITY AND
- S.E. - SEWER EASEMENT
- D.E. - DRAINAGE EASEMENT
- N.A.E. - NON ACCESS EASEMENT
- 00000 - STREET ADDRESS

Instrument No. 9600979
 P.C. No. 1 Slide No. 646

OWNER/SUBDIVIDER
 BRENNICK LAND COMPANY, L.P.
 C/O GEORGE P. SWEET
 12722 HAMILTON CROSSING BLVD.
 CARMEL, IN. 46032
 (317) 574-3400

9609600979
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 MARY L CLARK
 On 01-08-1996 At 04:07 pm.
 PLAT 30.00
 Vol. 0 Page 0

T
 14-T18N-R3E
 ANA

THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS THE CROSSINGS AT SPRINGMILL VILLAGES SECTION 4 AN ADDITION IN HAMILTON COUNTY, INDIANA.

ALL STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

TITLE TO THE FOREGOING REAL ESTATE IS SUBJECT TO A CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS OF SPRINGMILL VILLAGES DATED APRIL 29, 1994 AND TO A CERTAIN SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE CROSSINGS OF EVEN DATE, RECORDED AS INSTRUMENT #'S 9422273 AND 9422275, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, AS THE SAME MAYBE AMENDED. SUCH DECLARATIONS AND THE COVENANTS AND RESTRICTIONS SET FORTH THEREIN RUN WITH THE LAND DESCRIBED HEREON AND ARE INCORPORATED HEREIN BY REFERENCE. EACH OWNER OF A LOT DEPICTED ON THIS PLAT SHALL TAKE TITLE TO SUCH LOT SUBJECT TO THE TERMS AND CONDITIONS OF SUCH DECLARATIONS.

ction 14, Township 18 North, Range 3 East,
 particularly described as follows:

Quarter of Section 14; thence North 89
 line thereof a distance of 401.77 feet to
 is East a distance of 40.00 feet; thence
 et; thence South 64 degrees 04 minutes
 of 235.00 feet, the radius of which bears
 and said curve an arc distance of 85.62
 east; thence South 48 degrees 01 minutes
 0 minutes 58 seconds West a distance of
 stance of 184.29 feet; thence South 89
 South 21 degrees 30 minutes 00 seconds
 set, the radius of which bears South 21
 an arc distance of 79.41 feet to a point
 th 08 degrees 30 minutes 00 seconds
 7 seconds West a distance of 95.75 feet
 subdivision in Hamilton County, Indiana,
 ice of the Recorder of Hamilton County,
 k; thence South 05 degrees 30 minutes 00
 inutes 07 seconds East a distance of
 igh bears South 64 degrees 29 minutes
 e of 19.67 feet to a point which bears
 es 02 minutes 23 seconds East a distance
 s Section 2, a subdivision in Hamilton
 50716 in the Office of the Recorder of
 nds East along said northerly line a
 s East along said northerly line and
 rees 00 minutes 00 seconds East a
 ds East a distance of 189.82 feet; thence
 et; thence North 44 degrees 00 minutes 00
 inutes 13 seconds East a distance of
 stance of 211.81 feet; thence North 00
 orth line of the Northeast Quarter; thence
 et to the Beginning Point, containing

STATE OF INDIANA } DATED THIS 18 DAY OF Dec, 1995

COUNTY OF HAMILTON }
 BRENNICK LAND COMPANY, L.P.
 12722 HAMILTON CROSSING BLVD.
 CARMEL, INDIANA 46032
 (317)574-3400

BY [Signature]
 GEORGE P. SWEET GENERAL MANAGER

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED GEORGE P. SWEET, GENERAL MANAGER OF BRENNICK LAND COMPANY, L.P. AND ACKNOWLEDGED EXECUTING THE FORGOING RECORD PLAT FOR AND ON BEHALF OF SAID LIMITED PARTNERSHIP.

WITNESS MY HAND AND NOTARIAL SEAL THIS 18 DAY OF Dec, 1995

[Signature]
 NOTARY PUBLIC
[Signature]
 PRINTED NAME



AND A BLOCK TOGETHER WITH STREETS AND
 DIMENSIONS ARE SHOWN IN FIGURES DENOTING

MY COMMISSION EXPIRES: May 24, 1999 COUNTY OF RESIDENCE: Hamilton

COMMISSION CERTIFICATE

INSTRUMENT NUMBER 9363038 IN THE OFFICE
 OF THE SURVEYOR, LICENSED IN COMPLIANCE WITH
 THE BEST OF MY KNOWLEDGE AND BELIEF
) BY THE CROSS-REFERENCE SURVEY ON
) CERTIFY THAT THE SAID SUBDIVISION WAS
) CORRECT TO THE BEST OF MY

UNDER AUTHORITY PROVIDED BY IC 18-7-5, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF WESTFIELD AS FOLLOWS:

APPROVED BY THE WESTFIELD-WASHINGTON TOWNSHIP PLAN COMMISSION AT A MEETING HELD
APRIL 24, 1995

WESTFIELD-WASHINGTON TOWNSHIP PLAN COMMISSION
[Signature]
 ANGELA PRESTON, PRESIDENT
[Signature]
 SECRETARY

BOARD OF COUNTY COMMISSIONERS CERTIFICATE

UNDER AUTHORITY PROVIDED BY TITLE 36, ACTS OF 1981, P. L. 309 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE INDIANA, AND ALL ACTS AMENDATORY OR SUPPLEMENTARY THEREOF, THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF COMMISSIONERS OF COUNTY OF HAMILTON AT A MEETING

HELD Jan 8, 1996
[Signature] SHARON R. CLARK
[Signature] STEVE HOLT
[Signature] ATTEST: [Signature]
 STEVEN DILLINGER JON OGLE, AUDITOR

THE CROSSINGS

AT SPRINGMILL VILLAGES

SECTION 4

SECONDARY PLAT

PART OF THE N. 1/2 SECTION 14-T18N-R3E HAMILTON COUNTY, INDIANA

Instrument No. 916
P.C. No. 1

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LAND DESCRIPTION

Part of the Northeast Quarter and part of the Northwest Quarter of Section 14, Township 18 North, Range 3 East, of the Second Principle Meridian, Hamilton County, Indiana, being more particularly described as follows:

Commencing at a RR spike the Northwest corner of said Northeast Quarter of Section 14; thence North 89 degrees 18 minutes 24 seconds East (assumed bearing) along the North line thereof a distance of 401.77 feet to the Point of Beginning; thence South 00 degrees 41 minutes 36 seconds East a distance of 40.00 feet; thence South 44 degrees 00 minutes 00 seconds West a distance of 321.78 feet; thence South 64 degrees 04 minutes 18 seconds West a distance of 139.81 feet to a curve having a radius of 235.00 feet, the radius of which bears South 64 degrees 04 minutes 18 seconds West; thence Northwesterly along said curve an arc distance of 85.62 feet to a point which bears North 43 degrees 11 minutes 48 seconds East; thence South 48 degrees 01 minutes 17 seconds West a distance of 165.24 feet; thence North 81 degrees 40 minutes 58 seconds West a distance of 59.64 feet; thence South 78 degrees 07 minutes 18 seconds West a distance of 184.29 feet; thence South 89 degrees 00 minutes 00 seconds West a distance of 42.50 feet; thence South 21 degrees 30 minutes 00 seconds West a distance of 207.74 feet to a curve having a radius of 350.00 feet, the radius of which bears South 21 degrees 30 minutes 00 seconds West; thence Westerly along said curve an arc distance of 79.41 feet to a point which bears North 08 degrees 30 minutes 00 seconds East; thence South 08 degrees 30 minutes 00 seconds West a distance of 154.74 feet; thence South 65 degrees 53 minutes 07 seconds West a distance of 95.75 feet to the northerly line of The Crossings at Springmill Villages Section 2, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument Number 9450715 in the Office of the Recorder of Hamilton County, Indiana, (the next four described courses being along said northerly line); thence South 05 degrees 30 minutes 00 seconds West a distance of 23.45 feet; thence South 64 degrees 29 minutes 07 seconds East a distance of 198.36 feet to a curve having a radius of 725.00 feet, the radius of which bears South 64 degrees 29 minutes 07 seconds East; thence Southwesterly along said curve an arc distance of 19.67 feet to a point which bears North 66 degrees 02 minutes 23 seconds West; thence South 66 degrees 02 minutes 23 seconds East a distance of 158.06 feet to the northerly line of The Meadows at Springmill Villages Section 2, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument Number 9450716 in the Office of the Recorder of Hamilton County, Indiana; thence North 16 degrees 54 minutes 40 seconds East along said northerly line a distance of 71.22 feet; thence North 44 degrees 57 minutes 37 seconds East along said northerly line and northerly line extended a distance of 284.20 feet; thence North 75 degrees 00 minutes 00 seconds East a distance of 281.36 feet; thence North 77 degrees 30 minutes 00 seconds East a distance of 189.82 feet; thence North 62 degrees 40 minutes 06 seconds East a distance of 125.98 feet; thence North 44 degrees 00 minutes 00 seconds East a distance of 163.29 feet; thence North 05 degrees 35 minutes 13 seconds East a distance of 155.43 feet; thence North 08 degrees 16 minutes 53 seconds East a distance of 211.81 feet; thence North 00 degrees 41 minutes 36 seconds West a distance of 40.00 feet to the North line of the Northeast Quarter; thence South 89 degrees 18 minutes 24 seconds West a distance of 195.22 feet to the Beginning Point, containing 10.693 acres, more or less.

THIS SUBDIVISION CONSISTS OF 27 LOTS, NUMBERED 165 THROUGH 191 AND A BLOCK TOGETHER WITH STREETS AND EASEMENTS AS SHOWN HEREON.

THE SIZE OF LOTS AND THE BLOCK AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CROSS-REFERENCE IS HEREBY MADE TO SURVEY PLAT RECORDED AS INSTRUMENT NUMBER 9363038 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND THAT THE WITHIN PLAT REPRESENTS A SUBDIVISION OF THE LANDS SURVEYED WITHIN THE CROSS REFERENCED SURVEY PLAT, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE HAS BEEN NO CHANGE FROM THE MATTERS OF SURVEY REVEALED BY THE CROSS-REFERENCE SURVEY ON ANY LINES THAT ARE COMMON WITH THE NEW SUBDIVISION. I FURTHER CERTIFY THAT THE SAID SUBDIVISION WAS PLATTED UNDER MY DIRECT SUPERVISION AND CONTROL AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF:

WITNESS MY SIGNATURE THIS 8TH DAY OF JANUARY, 1996

Evan J. Evans

EVAN J. EVANS
REGISTERED LAND SURVEYOR
INDIANA - #910024



STEVEN