



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

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The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

DECLARATION OF COVENANTS
AND
RESTRICTIONS
SPRING OAKS, SECTION II
PHASE ONE AND PHASE TWO

This Declaration, made on the date hereinafter set forth by Adams & Marshall Development Co., Inc., an Indiana corporation, hereinafter referred to as "Declarant".

W I L N E S S E I H

WHEREAS, Declarant is the owner of certain property located in Marion County, Indiana, more particularly described in the plat attached hereto and incorporated herein by this reference.

NOW THEREFORE, Declarant here declares that all of the properties described in the above plat shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Spring Oaks Owners Association, Inc. (an Indiana non-profit corporation) its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described on the plat hereinbefore mentioned, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, including but not limited to Spring Oaks, Section I. and Spring Oaks, Section II., Phase One and Phase Two.

Section 4. "Spring Oaks" shall mean the name of the platted subdivisions of which the Properties are a part thereof.

Section 5. "D.M.D." shall mean the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns of any or all of its rights under this Declaration,

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of any common areas.

Section 7. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area, if any, to be owned by the Association is shown on the plat attached hereto, and any subsequently recorded amended to said Plat and/or additional sections brought within the jurisdiction of the Association is shown on the plat attached hereto.

Section 8. "Declarant" shall mean Adams & Marshall Development Co., Inc., an Indiana corporation, its successors or assigns if such successors and assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

CS/10.27.93

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1996.

After the Declarant has been converted to Class A membership, Declarant shall have one (1) vote per lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improve-

ments; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, if any, and of specified areas within the Properties including the lake located within the Lake Maintenance Easement, and the perimeter and entry landscaping along Edgewood Avenue within the road right-of-way, all as shown on the attached plat. Such assessments may also be used for snow removal, street cleaning, pest control, and any other uses determined by the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty Dollars (\$60.00) per Lot.

(a) from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3. and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3. or 4. shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Regular or Special Assessments: Due Dates. The Regular Assessment or Special Assessment, if any, shall commence as to each Residence Unit on the first day of the first calendar month following the first conveyance of the related Lot to an Owner, provided that in the case of the conveyance by Developer

of a Lot to any builder, such commencement shall occur on the first day of the sixth calendar month following the first conveyance of the Lot to the builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

GENERAL COVENANTS, RESTRICTIONS, & CONDITIONS

Section 1. Architectural Control. No building or structure of any kind, including additions, alterations, fences, screens and walls, shall be erected or altered on the Property until the plans and specifications, locations and plot plan thereof, in detail and to scale, have been submitted to and approved by Declarant in writing before any construction has begun. The plans and specifications of and location of all construction shall be in compliance with all applicable regulatory rules, codes and orders including, without limitation, the building, plumbing and electrical requirements. Refusal of approval of plans and specifications, location and plot plan by Declarant may be based on any grounds, including purely aesthetic grounds, in the sole and absolute discretion of Declarant. Declarant shall not be responsible for any structural defects or code compliance in such plans or specifications or in any building or structure erected according to such plans and specifications. The plans and specifications submitted to Declarant shall contain a plot plan drawn to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole and absolute discretion of Declarant. In the event said Declarant fails to approve or disapprove such plans, specifications and location within thirty (30) days after the same have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

Section 2. Maintenance of Landscaped Areas. All areas not covered by buildings, structures, paved parking facilities or sidewalks shall be maintained by the Owner as landscaped areas and shall be maintained by Owner to the pavement edge of any abutting streets or to the edge of any Common Area maintained by the Association.

Section 3. Use Restrictions. The Property shall be used for residential purposes only and subdivided Lots are limited to one (1)

single family dwelling, with private attached garage and other such structures as are usual and customary to the use of a residential lot; provided, however, there shall be no sheds, barns or other detached storage buildings of any kind within the Properties unless approved in writing by Declarant in Declarant's sole and absolute discretion.

Section 4. Utility and Drainage Easements. There is hereby reserved to Declarant for the purpose of installing and maintaining municipal, public and quasi-public utility facilities and for such other purposes incidental to the development of the property, from the date of this instrument by the Declarant, perpetual easements, to lay, operate and maintain such drainage facilities, sanitary sewer and water lines, gas lines, electric lines, communication lines (which shall include cable TV), and such other further public and quasi-public service facilities as Declarant may deem necessary or appropriate, in its sole and absolute discretion. Owners of the Property shall take title subject to the easements hereby created and subject at all times to rights of proper authorities to service the utility facilities and easements hereby created. No temporary or permanent structure of any kind (or part thereof) shall be built, erected or maintained on said easements including but not limited to, decks, patios, walks, and walls.

Section 5. Drainage Easements. The areas on the Property designated as drainage easements are hereby reserved for the Indianapolis Department of Public Works for the installation and maintenance of swales, ditches, pipes, drains, manholes, detention and retention areas or other drainage facilities. Owners of the Property shall take title subject to the easements hereby created, and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created, and no permanent or temporary structures of any kind and no part thereof except fences which do not retard or impede the flow of drainage water, shall be built, erected or maintained on said drainage easements. It shall be the responsibility of the Owners of the Lots of the areas enclosed within the drainage easements to such areas in such conditions that the flow of storm drainage waters in, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said Lot for the upstream or downstream affected by such use. Any proper agency or department of the Indianapolis Department of Public Works is hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights.

Section 6. Compliance with Drainage Plan. It shall be the responsibility of the Owners to comply at all times with the provisions of the Drainage Plan as approved for the plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits for the plat issued by those agencies. Failure to so comply, including failure to comply with Department of Public Works and Federal Housing Administration Lot Grading regulations and recommendations or construction of any building area including basement or lower levels of multilevel homes below the minimum pad elevations shown on the drainage plan, shall operate as a waiver and release of Declarant, his engineer and agents from all liability as to damage cause by storm waters or storm drainage. Further, there are easements and servitudes upon the land within the plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded diverted or accelerated.

All improvements and structures erected by any Owner on the Property must conform to the site elevations shown on the plat and the plans submitted by Declarant to D.M.D., and no construction or work by any Owner shall alter, impair or interfere with drainage plans prepared by Declarant.

Section 7. Dedication of Streets. Except as otherwise designated on the plat, the streets in the Properties as shown on the plat

are hereby dedicated to the public.

Section 8. Signs. No billboards or advertising signs of any character shall be exhibited in any way on, above or at the Property or any part thereof or on or within any improvement thereon without the written approval of Declarant, except one professional sign of not more than one (1) square foot, or one (1) sign of not more than six (6) square feet advertising the lot for sale or rent. This section shall not include the Declarant or any of the Declarant's selected home builders. Such builders shall use signage as approved by the Declarant.

Section 9. Setback Lines. Front building setback lines are hereby established as shown on the plat. No buildings shall be erected or maintained between the established setback lines and the property lines on the streets. Notwithstanding the regulations of the D-3 zoning ordinance, the minimum rear yard for any Lot within this subdivision shall be twenty (20) feet, and the minimum side yard of each Lot or the combined Lots under the circumstances described above shall be not less than six (6) feet, and the aggregate of both side yards shall not be less than sixteen (16) feet, except that in the case where the same person or persons own two (2) adjoining Lots not separated by a utility easement or a drainage easement which serves Lots other than the Lots owned by the Common Owner as described above, then this restriction shall apply to the Lot lines of the extreme boundaries of the multiple Lots under common ownership. Where adjoining Lots are owned by the same Owner or Owners, and the drainage easements or utility easements which may separate those lots are not used to provide drainage or utility easements on the boundary line between the two Lots shall be waived for so long as the Lots are owned by the same Owner or Owners.

Section 10. Utility Lines and Antennas. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by Declarant, in Declarant's sole and absolute discretion. No outside antennas, poles, masts, solar structures, disks, or panels, or towers shall be permitted unless approved in writing by Declarant in its sole and absolute discretion.

Section 11. Accessory or Temporary Buildings and Structures. No tents and no accessory or temporary buildings or structures of any kind shall be permitted unless approved in writing by Declarant in its sole and absolute discretion. This Section does not apply to the Declarant or the Declarant's selected home builders. Such builders shall be allowed to have sales and construction trailers, buildings and related structures as approved by Declarant. No above ground swimming pools shall be allowed.

Section 12. Oil and Gas Tanks; Air Conditioners. All oil tanks and bottled gas tanks must be underground or placed in walled-in or adjacent properties. Any stationary air conditioning units must be similarly walled-in, screened or appropriately landscaped.

Section 13. Maintenance of Premises. In order to maintain the standards of the Properties, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lots, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or D.M.D. to cut weeds or clear the refuse from the Property at the expense of the Owner and there shall be a lien against said Property for the expense thereof.

Section 14. Nuisances. No nuisance shall be permitted to exist or operate upon the Property.

Section 15. Site Visibility. 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 twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from

the intersection 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. Fencing shall be permitted only in rear yards unless approved by Declarant in writing in its sole and absolute discretion.

Section 16. Boats, Trucks, Etc. No boats, campers, trailers, of any kind, recreational vehicles or commercial vehicles of any kind shall be permitted to park on the Property for more than four (4) hours unless fully enclosed inside a building.

Section 17. Trash and Garbage Containers. All trash and garbage containers must be placed in walled-in areas so that they shall not be visible from any street or adjacent properties except on days of collection.

Section 18. Clothes Drying Area. No outdoor clothes drying area or apparatus shall be allowed.

Section 19. Animals. No farm animals, fowls or domestic animals for commercial purposes shall be permitted on the Property. Generally recognized house pets are permitted in reasonable numbers; all pets when outside must be kept under control by their owners and must not become a nuisance to other residents.

Section 20. Garages and Driveways. Each single family residence constructed upon any Lot within this subdivision shall include at least a two (2) car attached garage and the means of ingress and egress to said garage shall be over a hard surface driveway.

Section 21. Lot Access. All Lots within the Property shall be accessed from the interior streets of the subdivision. No access is permitted from Arlington Avenue.

Section 22. Vehicles Repair or Storage. The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot unless entirely within a garage permitted to be constructed by these covenants, conditions and restrictions.

Section 23. Sidewalks. Each Lot shall be serviced by a four (4) foot concrete walk, as required by the Plat Committee, on the portion of the Lot with street frontage. Sidewalk to be installed by the builder at the time the home is built and included in the purchase price of the home and Lot. If the home is completed in winter then the sidewalk shall be installed no later than April 30th of the following Spring, unless approved in writing by Declarant in its sole discretion. Sidewalks shall be installed in a manner so as to be uniform throughout the Property.

Section 24. Construction Methods.

(a) No Owner shall undertake or permit any work outside of the Property owned by the Owner without prior written consent of Declarant, including, without limitation, the storage of materials or the parking of construction vehicles outside the Property owned by the Owner.

(b) No work by or on behalf of Owner shall interfere with or impair the work by Declarant in the subdivision.

(c) Any damage caused by an Owner during the course of construction, including, without limitation, damage to drainage courses, streets or curbs, shall be repaired by such Owner immediately, at such Owner's sole cost and expense.

Section 25. Lake Usage. The enjoyment of the lake located within the Properties is limited to the Lot owners on which such lakes are located. No wading, swimming, fishing, boating, rafting, floating, or ice skating shall be permitted, and no decks, docks, or structures or equipment of any type temporary or permanent, except fountains and related equipment, shall be permitted.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, or Declarant, shall have the right (but not the obligation) to enforce by a proceeding at law or in equity all restrictions, conditions or covenants imposed by this Declaration. In no event shall Declarant be liable for damages 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 the event the Declarant shall deem it necessary to enforce any Restriction, the Owner shall pay to Declarant reasonable attorneys' fees and court costs if Declarant shall prevail in said litigation.

Section 2. Duration. The foregoing Covenants and Restrictions and any amendments thereto, are for the mutual benefit and protection of all present and future Owners of the Properties or any part thereof and shall run with the land and shall be binding on all parties and all persons claiming under them for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 3. Severability. Every one of the Restrictions or Covenants is hereby decreed to be independent of, and severable from the rest of the Restrictions and Covenants of and from every other one of the Restrictions and Covenants of and from every combination of the Restrictions and Covenants.

Section 4. Right to Amend. The Declarant, his successors and assigns forever reserves the right to amend any of the above contained Covenants and Restrictions so long as Declarant owns fee simple title to not less than six (6) of the Lots encumbered by the Covenants and Restrictions herein. When the Declarant no longer owns six (6) or more Lots in Spring Oaks, this Declaration may be amended during the first twenty (20) year period (as described in Article VI, Section 2.) by any instrument signed by not less than ninety percent (90%) of the seventy-five percent (75%) of the Lot Owners. Any such Amendment shall be effective upon the execution of and the filing of the same among the public records of Marion County, Indiana by Declarant or the Association if Declarant owns less than six (6) Lots.

Section 5. Rights of the Metropolitan Development Commission. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance.

Section 6. HUD. If the declarant still owns at least six (6) Lots, the Declarant may do the amendment quickly and easily: "As long as there is a Class B membership, the following actions will require the prior approval of the Department of Housing and Urban Development or the Department of Veterans Affairs: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants and Restrictions."

In Testimony whereof, witness the signature of Declarant this
28th day of October, 1993.

ADAMS & MARSHALL DEVELOPMENT
CO., INC.

By: [Signature]
C. Willis Adams, III, President

By: [Signature]
James G. Marshall, Secretary

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public, in and for Marion
County, State of Indiana, personally appeared the above and acknow-
ledged the execution of the foregoing instrument as their voluntary
act and deed for the use and purpose therein expressed.

Witness my hand and seal of 28th day of October, 1993.

My Commission Expires:
May 19, 1996

Signature: [Signature]

County of Residence:
Hamilton

Printed by: Christine A. Sears

