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Subdivision Covenants and Restrictions

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9447036

NOV 14 1994

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

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE PARKS AT SPRINGMILL

RECEIVED
FOR RECORD
94 NOV 14 AM 11:42
SHERIFF'S OFFICE
HAMILTON CO. IN

THIS DECLARATION (hereinafter called "the Declaration" or "this Declaration") made this 18th day of October, 1994, by Estridge Development Company, Inc. (hereinafter called "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of the real estate in Hamilton County, Indiana, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Real Estate"); and

WHEREAS, Declarant is in the process of creating on the Real Estate a residential community to be known generally as The Parks At Springmill, containing two (2) residential neighborhoods, one to be designated and known as Park Place and one to be known as Park Meadow; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the values and amenities in such community and the common facilities (if any) therein contained, and to this end, Declarant desires to subject the Real Estate and each owner of all or part thereof to the terms of this Declaration, as hereinafter provided; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the powers of owning, maintaining and administering the common facilities (if any) located on the

Property (hereinafter defined), administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, performing certain maintenance, and repairs as hereinafter provided, and promoting the health, safety and welfare of the owners of the Property, and all parts thereof; and

WHEREAS, Declarant has caused, or will cause, to be incorporated under the laws of the State of Indiana a non-profit corporation under the name "The Parks At Springmill Homeowners Association, Inc.", or a similar name, as such agency for the purpose of exercising such functions;

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Property, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and of each of the Lots situated therein, and which shall run with the Property and be binding upon all parties having any right, title or interest in the Property, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. The following words, when used in this Declaration or any supplemental declaration (unless the context shall prohibit), shall have the following meanings:

A. "Applicable Date" shall mean the "Applicable Date" as defined and determined in accordance with Section 3.B of Article III hereof.

B. "Association" shall mean The Parks At Springmill Homeowners Association, Inc., an Indiana non-profit corporation which Declarant has caused, or will cause, to be incorporated under said name or a similar name, its successors and assigns.

C. "Board" or "Board of Directors" shall mean the board of directors of the Association.

D. "Common Area" shall mean (i) those portions, if any, of the Property shown upon any recorded subdivision plat of the Property, or any part thereof (including the Initial Plat), which are not Lots (reserving, however, unto Declarant the right to re-plat any of such areas as part of one (1) or more Lots), other than portions thereof (such as streets) which are dedicated to the public, whether such plat is heretofore or hereafter recorded, including all improvements and structures constructed or to be constructed thereon, and (ii) such portions of the Property (if any) as are hereafter declared to be "Common Area" by an instrument executed and recorded by Declarant, whether or not such areas comprise part or all of a lot or lots shown upon any recorded subdivision plat of the Property.

E. "Declarant" shall mean Estridge Development Company, Inc. and any successors and assigns of Declarant who it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title to any portion of the Property pursuant to the exercise of rights under, or foreclosure of (or by acceptance of a deed in lieu of foreclosure of), a mortgage executed by Declarant; provided, however, that any such mortgagee so acquiring title by virtue of foreclosure against (or

LAND DESCRIPTION

Part of the Northwest Quarter of Section 26, Township 18 North, Range 3 East, in Hamilton County, Indiana, described as follows:

Beginning at the southwest corner of said northwest quarter section; thence on an assumed bearing of North 00 degrees 28 minutes 56 seconds West along the west line of said quarter section a distance of 2628.66 feet to the northwest corner of said quarter section; thence North 88 degrees 40 minutes 51 seconds East along the north line of said quarter section a distance of 2670.61 feet to the northeast corner of said quarter section; thence South 00 degrees 22 minutes 50 seconds East along the east line of said quarter section a distance of 1223.89; thence South 66 degrees 06 minutes 14 seconds West a distance of 830.21 feet to a curve having a radius of 455.00 feet, the radius point of which bears South 23 degrees 53 minutes 45 seconds East; thence southwesterly along said curve an arc distance of 142.30 feet to a point which bears North 41 degrees 48 minutes 54 seconds West from said radius point; thence South 48 degrees 11 minutes 06 seconds West a distance of 127.61 feet to a point on a curve having a radius of 3036.83 feet the radius point of which bears South 57 degrees 16 minutes 30 seconds East; thence southwesterly along said curve an arc distance of 1020.17 feet to a point on the south line of said quarter section which bears North 76 degrees 31 minutes 22 seconds West from said radius point; thence South 88 degrees 29 minutes 07 seconds West along said south line a distance of 1284.76 feet to the Beginning Point. Containing 129.149 acres, more or less.

EXCEPTING, HOWEVER, THE FOLLOWING DESCRIBED TRACT.

EXCEPTION

(Record Description - Instrument No. 93-39225)

A Part of the Northwest Quarter of Section 26, Township 18 North, Range 3 East, Hamilton County, Indiana, described as follows:

Beginning at the northwest corner of said quarter section; thence South 90 degrees 00 minutes 00 seconds East 600.00 feet along the north line of said quarter section; thence South 00 degrees 00 minutes 00 seconds West 40.00 feet; thence South 90 degrees 00 minutes 00 seconds West 515.00 feet; thence South 45 degrees 00 minutes 00 seconds West 42.43 feet; thence South 00 degrees 00 minutes 00 seconds West 530.00 feet; thence South 90 degrees 00 minutes 00 seconds West 45.00 feet to the west line of said quarter section; thence North 00 degrees 00 minutes 00 seconds East 600.00 feet along said west line to the Point of Beginning.

This Instrument Recorded NOV 14 1994
Sharon K. Cherry, Recorder, Hamilton County, IN

EXHIBIT A

9447036

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FIRST AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE PARKS AT SPRINGMILL

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for The Parks At Springmill ("First Amendment"), made this 5th day of May, 1995, ESTRIDGE DEVELOPMENT COMPANY, INC. an Indiana corporation ("Declarant"),

HAMILTON COUNTY RECORDER
Francis S. Clark

95 MAY -0 PM 2:55

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 14th day of November, 1994, recorded in the Office of the Recorder of Hamilton County, Indiana, the Declaration of Covenants, Conditions and Restrictions for The Parks At Springmill as Instrument No. 9447036 ("Declaration"); and

B. Declarant is desirous of amending the Declaration as hereinafter set forth;

Now, therefore, Declarant declares that Article IX, Section 3 of the Declaration is hereby replaced and superseded by the following:

ARTICLE IX

GENERAL RESTRICTIONS, OBLIGATIONS AND RIGHTS APPLICABLE TO PROPERTY

Section 3. Home Size.

Except as otherwise provided herein, no Home constructed on a Lot in Park Place shall have less than 2,000 square feet of floor area, exclusive of open porches, attached garages and basements. No home constructed on a Lot in Park Meadow shall have less than 1,600 square feet of floor area, exclusive of open porches, attached garages and basements.

Declarant further declares that the said Declaration is hereby amended by the addition of the following:

ARTICLE XVIII

SANITARY SEWER EASEMENT

The Clay Township Regional Waste District ("CTRWD") shall have the right to remove, relocate and disturb the landscaping, wall and mounding (the "Work") located in the part of the Real Estate within the 20' sanitary sewer easement located at the northeast corner of 131st Street and Spring Mill Road, granted to CTRWD by DePauw University pursuant to the Memorandum of Agreement dated June 7, 1993. The Work, if required, shall be in conjunction with the maintenance, repair and replacement of the sanitary sewer located in said easement subject to CTRWD obligation to reasonably restore the area disturbed, except that the CTRWD shall not be responsible for the replacement of the landscaping, wall, and mounding damaged during the Work. Restoration of the landscaping, wall, and mounding, will not be permitted within the Clay Township Regional Waste District easement. Instead, any restoration of the landscaping, wall, and mounding, if required, shall be the responsibility of The Parks At Springmill Homeowners Association, Inc.

Declarant further declares that the said Declaration is hereby amended by the addition of the following:

ARTICLE XXIX

PSI Easement

No additional landscaping, fencing or structures shall be located in the PSI easement which exists along Springmill Road. PSI will not be responsible for any damage to the existing landscaping, fencing and structures which may occur relative to maintaining their lines, poles and related facilities. Any repairs to the original landscaping, fencing and structures installed during development as a result of PSI maintaining their facilities, shall be the responsibility of the Association. Any landscaping, fencing or structures that must be replaced shall be replaced with like materials.

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

ESTRIDGE DEVELOPMENT COMPANY, INC.

By: Paul F. Rioux
Paul F. Rioux, Vice-President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Paul F. Rioux, the Vice-President of Estridge Development Company, Inc., who acknowledged the execution of the foregoing First Amendment to Declaration of Covenants and Restrictions.

WITNESS my hand and Notarial Seal this 5th day of May, 1995.

Phyllis H. Updike
Notary Public, State of Indiana



PHYLLIS H. UPDIKE
MY COMMISSION EXPIRES: 4-18-96
COUNTY OF RESIDENCE: HAMILTON

Printed: _____
Residing in _____ County

My Commission Expires _____

This Instrument Prepared By:

James J. Nelson
NELSON & FRANKENBERGER
3021 East 98th Street
Suite 220
Indianapolis, Indiana 46280

