ARTICLES OF INCORPORATION
OF
HIGHLAND SPRINGS SOUTH ASSOCIATION OF OWNERS, INC.

The undersigned Incorporators, desiring to form a nonprofit corporation, pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act"), and incorporated in conjunction with the terms and conditions of various restrictive covenants (hereafter, "Covenants") which are set forth in certain Plats recorded in the Hancock County Recorder's Office as described below. The Covenants are incorporated herein by reference.

ARTICLE I
NAME AND APPLICABILITY

Section 1.1. Name. The name of the corporation is Highland Springs South Association of Owners, Inc. (hereafter referred to as "Corporation").

Section 1.2. Applicability. These Articles of Incorporation and this Corporation are applicable to the Highland Springs South Subdivision located in Hancock County, Indiana, which is comprised of the following sections:

Section One of Highland Springs, consisting of Lots 1 through 9, inclusive, as per Plat thereof filed with the Hancock County Recorder on April 11, 1977, as Instrument No. 77-1588;

Section Two of Highland Springs, consisting of Lots 10 through 35, inclusive, as per Plat thereof filed with the Hancock County Recorder on September 19, 1986, as Instrument No. 86-5931 in Cabinet A, Slide 369;

Section Three of Highland Springs, consisting of Lots 36 through 47, inclusive, as per Plat thereof filed with the Hancock County Recorder on September 19, 1986, as Instrument No. 86-5932 in Cabinet A, Slide 370;

Section Four of Highland Springs, consisting of Lots 48 through 60, inclusive, as per Plat thereof filed with the Hancock County Recorder on April 11, 1988, as Instrument No. 88-1897 in Cabinet B, Slide 50;

Section Five of Highland Springs, consisting of Lots 61 through 73, inclusive, as per Plat thereof filed with the Hancock County Recorder on December 19, 1988, as Instrument No. 88-7986 in Cabinet B, Slide 106;

Section Six of Highland Springs, consisting of Lots 74 through 86, inclusive, as per Plat thereof filed with the Hancock County Recorder on December 19, 1988, as Instrument No. 88-7987 in Cabinet B, Slide 107;

Section Seven of Highland Springs, consisting of Lots 87 through 103, inclusive, as per Plat thereof filed with the Hancock County Recorder on July 27, 1992, as Instrument No. 92-7267 in Cabinet B, Slide 89;
Section Eight of Highland Springs, consisting of Lots 104 through 118, inclusive, as per Plat thereof filed with the Hancock County Recorder on June 1, 1993, as Instrument No. 93-5314 in Cabinet B, Slide 138;

Section Nine of Highland Springs, consisting of Lots 119 through 133, inclusive, as per Plat thereof filed with the Hancock County Recorder on June 1, 1993, as Instrument No. 93-5315 in Cabinet B, Slide 140;

Section Ten of Highland Springs, consisting of Lots 134 through 147, inclusive, as per Plat thereof filed with the Hancock County Recorder on July 18, 1994, as Instrument No. 94-7762 in Cabinet B, Slide 224;

Section Eleven of Highland Springs, consisting of Lots 148 through 166, inclusive, as per Plat thereof filed with the Hancock County Recorder on February 6, 1995, as Instrument No. 95-826 in Cabinet B, Slide 255; and

Section Twelve of Highland Springs, consisting of Lots 167 through 185, inclusive, as per Plat thereof filed with the Hancock County Recorder on December 18, 1995, as Instrument No. 95-10945 in Cabinet B Slide 280.

ARTICLE II

TYPE OF CORPORATION

This is a mutual benefit corporation.

ARTICLE III

PURPOSES AND POWERS

Section 3.1. Purposes. The purposes for which the Corporation is formed are to provide for the maintenance and repair of common areas and/or certain easements as set forth in the Covenants, including the Highland Springs entryways and the rear portions of some lots abutting 1000N Road and Mount Comfort Road (600W), and for the administration, operation and management of the Highland Springs Subdivision located in Hancock County, Indiana, including the functions of the architectural committee, and the administration and enforcement of the Covenants, and to pay any other necessary expenses and costs in connection with the same in accordance with the Covenants and to perform such other functions as may be designated to it.

Section 3.2. Powers. Subject to any limitation or restriction imposed by the Act, any other law, the Covenants, or any other provision of these Articles of Incorporation, the Corporation shall have the power:

(a) To exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as set forth in the Covenants and By-Laws, as the same may be amended from time to time;
(b) To establish, levy, collect and enforce payment by any lawful means of any charges or assessments made against all owners of lots in Sections 8 through 12, inclusive, pursuant to the terms of the Covenants. To that end, the assessments payable by such owners to the Highland Springs architectural committee per the Covenants of Sections 8 through 12 shall thereafter be payable to the Corporation;

(c) To establish, levy, collect and enforce payment by any lawful means of any charges or assessments made against each owner of a lot in Sections 1 through 7, inclusive, who has signed a document which is filed with the Hancock County Recorder stating that the owner accepts membership in the Corporation, including the obligation to pay assessment to the Corporation, and that such owner's heirs, successors and assigns will be likewise bound such that membership will run with the land;

(d) To pay all expenses in connection with such collection and all office and other expenses incident to the conduct of the business of the Corporation including any license fees, taxes or other governmental charges levied or imposed against the property of the Corporation;

(e) To sue, be sued, complain, and defend in the Corporation's corporate name;

(f) To make and amend By-Laws not inconsistent with the Corporation's Articles of Incorporation, the Act, the Covenants or with Indiana law for managing the affairs of the Corporation;

(g) To elect directors, elect and appoint officers, and appoint employees and agents of the Corporation, including committees, and define the duties directors, officers, committees, employees and agents;

(h) To purchase and maintain insurance on behalf of any individual who:

   (1) is or was a director, an officer, an employee, or an agent of the Corporation; or

   (2) is or was serving at the request of the Corporation as a director, an officer, an employee, or an agent of another entity;

against any liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director, an officer, an employee, or an agent, whether or not the Corporation would have power to indemnify the individual against the same liability under this article;

(i) To have, hold, exercise and enjoy in furtherance of the purposes set forth hereinabove and in this Article, all of the rights, powers, privileges and immunities granted, and not expressly denied, by the Act as now or hereafter amended and under the common law as may be necessary, convenient or expedient in order to accomplish the purposes set forth hereinabove and in this Article, but subject to any limitation or restriction imposed by the Act, by any other law, by these Articles of Incorporation, or by the Covenants; provided further, however, that if there is any conflict between the powers established in these Articles of Incorporation and the terms and provisions of the Covenants, the terms and provisions of the Covenants shall govern;

(j) To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects or the furtherance of any of the powers herein
set forth, and to do every other act and thing incidental thereto or connected therewith, which is not
forbidden by the laws of the State of Indiana, or by the provisions of these Articles of Incorporation or
the Covenants;

(k) To do all acts and things necessary, convenient or expedient to carry out the purposes for
which the Corporation is formed.

Section 3.3. Limitation of Activities. The Corporation shall not possess the power of engaging in
any activities for the purpose of or resulting in the pecuniary remuneration to its members as such.
This provision shall not prohibit fair and reasonable compensation to members for services actually
rendered; nor shall it prohibit the Corporation from charging a fee for services rendered; nor shall it
prohibit the Corporation from charging a fee for admission to any presentation it may make or other
undertakings so long as any funds so raised do not inure to the profit of its members. Anything to the
contrary herein notwithstanding, the formation, operation, administration or purposes of the
Corporation shall in no way change any obligations of any Owner or Owners to maintain and repair as
provided for in the Covenants.

ARTICLE IV
REGISTERED AGENT, REGISTERED
OFFICE AND PRINCIPAL OFFICE

Section 4.1 Registered Agent and Registered Office. The name and street address of the
Corporation's registered agent and registered office for service of process shall be:

P. Thomas Murray, Jr., 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256

Section 4.2 Principal Office. The post office address of the principal office of the Corporation is:

P.O. Box 329, McCordsville, IN 46055

ARTICLE V
MEMBERSHIP

Section 5.1. Members. Every person or entity who owns one or more Lots in any Section of
Highland Springs, including contract sellers, is eligible to be and become a member of the
Corporation. The owners of lots in Sections 1 through 7, inclusive, may become members pursuant to
Section 3.2(c) above. For owners in Sections 8 through 12, inclusive, the obligation to pay
assessments pursuant to Section 3.2(b) above, is not automatically tied to membership in the
Corporation. However, the owners in Sections 8 through 12, inclusive, may become members in the
Corporation as described in Section 3.2(c) above.

Section 5.2. Rights, Preferences, Limitations and Restrictions of Classes. All members shall have
the same rights, privileges, duties, liabilities, limitations and restrictions as the other members. All
members shall abide by the Articles of Incorporation, the Code of By-Laws, the rules and regulations
adopted by the Board of Directors, and all covenants, restrictions and other provisions contained in the
Covenants.

20-065556
Section 5.3. Classes of Members. The Corporation shall have one class of membership.

Section 5.4. Voting Rights of Members. Each member shall be entitled to voting rights as follows:

(a) Number of Votes. Each member shall be entitled to cast one (1) vote for each Lot owned on each matter coming before the meeting. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be members of the Corporation, but all of such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

(b) Quorum. Except where otherwise expressly provided in the Covenants, these Articles, the By-Laws, or the Act, the presence of members (in person or by proxy) owning fifteen percent (15%) of the total number of member-owned Lots shall constitute a quorum at all meetings. As used elsewhere in these Articles and in the Code of By-Laws, the term "Majority of the Members" shall mean the Owners of more than fifty percent (50%) of the total number of member-owned Lots, and the term "Majority of the Vote" shall mean a majority of the Owners or votes present or represented at a meeting at which a quorum is represented.

(c) Definition of "Owner." The term "Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, who owns the fee simple legal title to a Lot. Persons or entities owning a single Lot as tenants in common, joint tenants or tenants by the entireties shall be deemed one Owner.

Section 5.5. Rights, Preferences, Limitations and Restrictions of Members. Any member who fails to comply with the requirements of these Articles, the Covenants, the By-Laws or the rules and regulations made pursuant thereto, including the payment of assessments, shall, if a majority of the Board of Directors by an affirmative vote at a Board of Directors' meeting so determine, during the term period of such failure, suspend his or its membership rights and interest to use the amenities and to vote on any matter coming before the members. However, a member may not be so suspended except under a procedure adopted by resolution of a majority of the Board of Directors that is fair, reasonable and carried out in good faith. Such a procedure shall fully comply with the Act amended.

Section 5.6. Meetings of Members. Meetings of the members may be held at any place inside Hancock, Marion or Hamilton County, Indiana, which shall be designated by the Board of Directors of the Corporation, or as the By-Laws may designate.

ARTICLE VI
TERM OF EXISTENCE

The period during which the Corporation shall continue as a corporation is perpetual.
ARTICLE VII
DIRECTORS

Section 7.1. Number of Directors. The number of the Directors of this Corporation shall be not less than three (3) nor more than seven (7) as prescribed from time to time in the By-Laws of the Corporation. Whenever the By-Laws do not specify the exact number, the number of Directors shall be five (5). Each Director must be an owner of a lot in any Section of Highland Springs. The election of Directors shall be as prescribed from time to time in the By-Laws of the Corporation.

Section 7.2. Election of Directors. The Board of Directors shall be elected at the annual meeting of the Members and each Director shall hold office for such terms as prescribed in the By-Laws of the Corporation.

Section 7.3. Architectural Committee. The Board of Directors shall also serve as the Highland Springs architectural committee pursuant to the terms of the Covenants for Sections 8 through 12, inclusive.

Section 7.4. Vacancies in the Board of Directors. Any vacancy occurring on the Board of Directors caused by a death, resignation or otherwise, other than a vacancy created by removal or an increase in the number of Directors, shall be filled until the next annual meeting of the Members through a vote of a majority of the remaining members of the Board. At the first annual meeting following any such vacancy, a Director shall be elected by the members to serve for the balance of the term of the Director in respect to whom there has been a vacancy.

Section 7.5. Removal of Directors. A Director or Directors, elected by the members or elected by the Directors to fill a vacancy, may be removed by the members with or without cause if the number of votes cast to remove would be sufficient to elect the Director(s) at a meeting to elect Directors. A Director or Directors elected by the Owners may be removed by the members only at a meeting called for the purpose of removing the Director(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(s). In such case, his or their successor(s) shall be elected by the members at the same meeting from eligible members nominated at the meeting to serve for the remainder of the term(s) of the removed Director or Directors.

ARTICLE VIII
INCORPORATORS

The names and addresses of the incorporators of the Corporation are as follows:

Kathy DeMatteo 9830 Mirafield
McCordsville, IN 46055

Bruce Rickman 9873 Mirafield
McCordsville, IN 46055

Carl McMillian 614 Crossfield Trail
McCordsville, IN 46055

Dave Zaring 9898 Mirafield
McCordsville, IN 46055
These incorporators are the current members of the Highland Springs architectural committee which is described in the Covenants for Sections 8 through 12, inclusive. On August 1, 1997, the representatives of the Highland Springs developer resigned from their positions on the Highland Springs architectural committee and appointed some Highland Springs owners to serve as such committee. Since that time, only Highland Springs owners have served on that committee.

ARTICLE IX

STATEMENT OF PROPERTY

At the time of incorporation, the Corporation owns no property.

ARTICLE X

PROVISIONS FOR REGULATION OF BUSINESS AND CONDUCT OF AFFAIRS OF THE CORPORATION

Section 10.1, Powers Exercised by Board. Subject to any limitations or restrictions imposed by law, by these amended Articles of Incorporation or by the Covenants, the Board of Directors of the Corporation is hereby authorized to exercise, in furtherance of the purposes of the Corporation, all the powers of the Corporation without prior authorization or subsequent approval of the members of the Corporation or of any other person or entity.

Section 10.2, Liability of Members. Neither the individual members of the Corporation nor their individual property shall be subject to any liability for any debts of the Corporation.

Section 10.3, Dissolution. The Corporation may be dissolved voluntarily only with the written consent of a majority of the then members of the Corporation.

Section 10.4, Distribution of Property On the Voluntary or Involuntary Dissolution of the Corporation. Upon the voluntary or involuntary dissolution of the Corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation by distributing and transferring same to the members of the Corporation.

Section 10.5, Amendment of Articles of Incorporation. Unless otherwise required by the Act, these Articles of Incorporation may be amended by a Majority of the Members at a special meeting of the Corporation duly called for such purpose.

Section 10.6, No Private Benefit. No money or property received or held by the Corporation shall ever inure, directly or indirectly, to the private benefit of any member, Director or Officer of the Corporation or to any other person whatsoever except for reasonable compensation for services actually rendered to the Corporation.

Section 10.7, Indemnification. The Board of Directors of this Corporation may, at its discretion, indemnify any or all directors, officers, employees, or agents or former directors, officers, employees or agents of the Corporation, as shall be prescribed from time to time in the By-Laws of the
Corporation. Whenever the By-Laws of the Corporation shall not specify any indemnification provisions for the benefit of such above-named persons, all such above-named persons shall have all rights of indemnification as are prescribed in the Act.

Section 10.8. Compensation of Employees. In order to carry out the purposes and activities of the Corporation, such individuals as are deemed necessary may be employed, and each such employee may be paid such compensation for services actually rendered in the course of such employment as may be fixed in the manner provided by the Board of Directors of the Corporation.

Section 10.9. By-Laws. The By-Laws of the Corporation may be amended as set forth in the By-Laws. Said By-Laws may contain other provisions consistent with the laws of the State of Indiana, for the regulation and management of the affairs of the Corporation.
IN WITNESS WHEREOF, the undersigned Incorporators do hereby execute these Articles of Incorporation and certify the truth of the facts herein stated, this [day] day of [Month], 2000.

[Signatures]

We affirm under penalties for perjury that the above statements are true and correct to the best of our knowledge and belief.

[Signatures]

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads & Murray, P.C., Attorneys at Law, 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256. (317) 842-8550.
CERTIFICATE OF INCORPORATION

of

HIGHLAND SPRINGS SOUTH HOME OWNERS ASSOCIATION, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, July 31, 2001.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 31, 2001.

SUE ANNE GILROY,
SECRETARY OF STATE
ARTICLES OF INCORPORATION
OF
HIGHLAND SPRINGS SOUTH HOME OWNERS ASSOCIATION, INC.

The undersigned Incorporators, desiring to form a voluntary membership nonprofit corporation, pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act").

ARTICLE I

NAME AND APPLICABILITY

Section 1.1. Name. The name of the corporation is Highland Springs South Home Owners Association, Inc. (hereafter referred to as "Corporation").

Section 1.2. Applicability. These Articles of Incorporation and this Corporation are applicable to the Highland Springs South Subdivision located in Hancock County, Indiana, which is comprised of the following sections:

Section One of Highland Springs, consisting of Lots 1 through 9, inclusive, as per Plat thereof filed with the Hancock County Recorder on April 11, 1977, as Instrument No. 77-1588;

Section Two of Highland Springs, consisting of Lots 10 through 35, inclusive, as per Plat thereof filed with the Hancock County Recorder on September 19, 1986, as Instrument No. 86-5931 in Cabinet A, Slide 369;

Section Three of Highland Springs, consisting of Lots 36 through 47, inclusive, as per Plat thereof filed with the Hancock County Recorder on September 19, 1986, as Instrument No. 86-5932 in Cabinet A, Slide 370;

Section Four of Highland Springs, consisting of Lots 48 through 60, inclusive, as per Plat thereof filed with the Hancock County Recorder on April 11, 1988, as Instrument No. 88-1897 in Cabinet B, Slide 50;

Section Five of Highland Springs, consisting of Lots 61 through 73, inclusive, as per Plat thereof filed with the Hancock County Recorder on December 19, 1988, as Instrument No. 88-7986 in Cabinet B, Slide 106;

Section Six of Highland Springs, consisting of Lots 74 through 86, inclusive, as per Plat thereof filed with the Hancock County Recorder on December 19, 1988, as Instrument No. 88-7987 in Cabinet B, Slide 107;

Section Seven of Highland Springs, consisting of Lots 87 through 103, inclusive, as...
IN WITNESS WHEREOF, the undersigned incorporators do hereby execute these Articles of incorporation and certify the truth of the facts herein stated, this 29th day of July, 2001.

[Signatures]

We affirm under penalties for perjury that the above statements are true and correct to the best of our knowledge and belief.

[Signatures]

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads Murray & Pugh, P.C., Attorneys at Law, 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256. (317) 842-8550.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

[Signature]

Page 8
HIGHLAND SPRINGS SOUTH RESTRICTIVE COVENANTS:

I, Jeffrey M. Augustinovicz, President of the Highland Springs South Homeowners Association Incorporated, on this date of June 1, 2007, certify that the attached amended HIGHLAND SPRINGS SOUTH RESTRICTIVE COVENANTS, was voted on and passed by a majority of the lot owners in each section. These Restrictive Covenants shall be recorded and shall supersede any and all previously recorded documents for the following listed sections of Highland Springs South, located on the Southwest corner of CR1000N & CR600W, in Hancock County, Indiana. All documents shall be enforceable as of the date listed on the Ratification Certification for that particular section:

Previous Document #’s

Section #3 86-05932 & 90-05398
Section #4 88-01897 & 90-05399
Section #5 88-07986
Section #7 92-07267
Section #9 93-05315
Section #10 94-07762
Section #11 95-00826
Section #12 95-16943

The same amended restrictive covenants, along with this Certificate of Ratification, shall be filed within the Hancock County Indiana Recorders Office.

The most current Architectural Guidelines are filed under Document # 07000875-3

Initials
Highland Springs South Restrictive Covenants
Hancock County, IN

This amended set of Restrictive Covenants (hereafter referred to as “Covenants”) made this 1st day of January, 2007 by the Highland Springs South Homeowners Association, Inc. (hereafter referred to as “HSSHOA”). Whereas these Covenants shall apply equally to all land owners within the platted lots of the Highland Springs South Development in Hancock County, Indiana.

1. **Definitions.** The following are definitions of the terms as they are used in these Covenants:

   A. “Association” shall mean the Highland Springs South Homeowners Association, Inc. a non-for-profit corporation, the membership and powers of which are more fully described in this set of Covenants.

   B. “Board” shall mean the HSSHOA Board of Directors and their provisions as outlined in these Covenants as well as the Corporation By-laws.

   C. “Committee” shall mean a group empowered, by the current Board, to review and regulate the exterior design, appearance, use, location, and maintenance of lands subject to these Covenants and improvements thereon, in such manner to preserve and enhance the values and to maintain a harmonious relationship among the structures and the natural vegetation and topography.

   D. “Lot” shall mean any parcel of real estate excluding “Blocks”, whether residential or otherwise, described by one of the plats of the development which is recorded in the Office of the Recorder of Hancock County, Indiana.

   E. “Owner” shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

   F. “Member in Good Standing” shall mean a property owner within the Highland Springs South Development that has no outstanding debts to the Association.

2. **Character of the Development.**

   A. **Streets.**

   i. The streets have been dedicated to the public.
B. **In General.**

   i. No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except for use by the builder during the construction of a property structure. In no event shall any such accessory outbuilding ever be used as a residence or dwelling house or place for human occupancy or habitation.

   ii. No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lots in this Highland Springs South Subdivision.

   iii. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing, signed with respect to the Association, by the President or a Vice President thereof, and with respect to the Board.

C. **Drainage.**

   i. Drainage swales along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, or dug out, filled in, tiled or otherwise changed without the written permission of the Hancock County Drainage Board. Property owners must maintain these swales as sodded grass ways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water.

   ii. Driveways may be constructed over these swales or ditches only when the appropriate size culverts or other approved structures have been permitted by the Hancock County Drainage Board.

   iii. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action, and will be given ten (10) days notice by registered mail to repair such damage, after which time, if no action is taken, the Hancock County Drainage Board will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

   iv. Section 11 contains certain pipelines that comprise the major storm water drainage system for this section. This pipeline system has been dedicated to the public and has been accepted by the Hancock County Drainage Board as a legal drain, and as such carries with it a mandatory annual maintenance assessment levied by said Board. A portion of this drain lies along the South edge of County road 1000 North, and is within the Hamilton County right-of-way. This drain is of benefit to all owners in Section 11 and it shall be maintained in perpetuity. No owners of property in this section may petition for the abandonment of this drain. All property owners in Section 11 take title subject to this mandate.
D. Easements & Right of Ways.

i. Common areas shown on the plat, including the areas surrounding the entrance to this Subdivision and areas designated as landscape easements on the plat, portions of which are CR600W and CR1000N right-of-way, are reserved, to the extent permitted by law, for the common use and enjoyment of the lots in this Subdivision. All land depicted upon the plat, which is not a numbered lot or otherwise specifically designated, is hereby declared a designated common area and shall be maintained by the Association, its successors and assigns.

ii. No trees shall be planted in the Hancock County or McCordsville right-of-way without proper approval.

E. Restrictions Concerning Size, Placement and Maintenance of Dwelling Houses and other Structures.

i. All lots in this Highland Springs South Subdivision shall be known and designated as residential lots. No structure shall be erected, altered, or placed or permitted to remain on any residential lot herein, other than one single family dwelling not to exceed two and one-half (2-1/2) stories in heights, and a private garage for no less than two (2) cars, and no more than four (4) cars.

ii. The ground floor area of the main structure, exclusive of one (1) story open porches and garages, shall not be less than two thousand one hundred (2,100) square feet in the case of a one (1) story structure, nor less than twelve hundred (1,200) square feet in the case of a multiple story structure, provided no structure of more than one (1) story shall have less than aggregate of twenty-four hundred (2,400) square feet of finished and livable floor area.

iii. No dwelling, building structure, or improvement of any type shall be erected, placed or altered on any building plat in this Highland Springs South Subdivision until the building plans, specifications, landscaping, and plot plan showing the location of such dwelling, building structure, or improvement have been approved in writing as to the conformity and harmony of external design with the existing structures herein and as to the building with respect to the topography and finished ground elevation, by a committee composed of assigned Members of the Association, overseen and selected by the current Board of Directors (herein referred to as the “Committee”).

iv. The Committee shall enforce the Architectural Guidelines which may, from time to time, be amended, in writing, by the Board. Said Architectural Guidelines shall be binding upon all lot owners.

v. Such written approval shall be obtained only after written application has been made to the Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and
form proscribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications that set forth any such proposed construction or improvement. Such plans shall include plat plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set for color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials or information the Committee may require. In addition, the identity and qualifications of the proposed builder of any improvements shall be submitted to the Committee.

vi. The application must also include any and all local/county permits required, contractor information, and contractor licenses.

vii. The Committee shall conduct inquiries with the adjacent neighbors of the subject property for additional input on the application in question. The Committee will use the opinions of the neighbors, as well as the set guidelines, to help determine the approval or disapproval of the application.

viii. The Committee may refuse to grant approval and permission to construct, place, or make the requested improvement, when:

1. The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the improvement to be in violation of these restrictions.

2. The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot, adjacent structures or buildings, or the Subdivision.

3. The proposed improvement, or any part thereof, would, in the sole opinion of the Committee, be contrary to the interests, welfare, or rights of all or any part of the other owners.

ix. Any application that is disapproved by the Committee can be appealed directly to the Board of Directors' for HSSHOA. The Board will consider all information available and render a decision within 30 days of the date of appeal. The decision of the Board will be final and binding.

x. If the Committee fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed with the building according to the plans if approved by the appropriate local agencies. Neither the Committee, nor any agent thereof, nor the Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in work done according thereto. Further, the Committee does not make 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.
F. **Board Position:** Neither the Committee nor the designated representatives, nor the Association, shall be entitled to any compensation for services performed pursuant to this covenant.

G. **Lot Construction:** The property owner or his transferee, successor, or assign, shall have a period of three (3) years from the date of purchase from the Association of any lot in the Highland Springs South Subdivision to commence construction of the dwelling structure thereon. In the event construction has not been commenced within the prescribed three (3) year period, the Association, its successors and assigns, shall have the right to repurchase such lot for a price, in cash, equal to the property owner's original purchase price of the lot or fair market value, whichever is less. Such right shall continue until the dwelling structure is complete. No failure of Association to act upon the expiration of the three (3) year period, and prior to completion of the dwelling structure shall operate as a waiver of the Association’s rights hereunder.

H. **Construction Timetable:** Every building, whose construction or placement on any building plat in this Highland Springs South Subdivision is begun, shall be completed within eight (8) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such a state for more than three (3) months from the time of such destruction or damage. Any building improvement failing to meet the provisions of this paragraph is subject to remedies deemed necessary and appropriate by the Board.

I. **Building Set-Back Requirements.**

i. Building set back lines are hereby established on this plat, between which lines and the property lines of the street, shall be erected or maintained no building or structure.

ii. No building or structure, shall be erected closer to the line of any lot than fifteen (15) feet, nor closer than twenty (20) feet to the rear of any lot, except fences where approved. Where buildings are erected on more than one single lot these restrictions shall apply to the lines of the extreme boundaries of the multiple lots.

J. **Fences and Trees.**

i. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between two and one-half (2-1/2) and eight (8) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points forty (40) feet from the intersection of said street lines (forty (40) feet for minor streets and seventy-five (75) feet for arterial streets), or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. All fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any of the property. No fence, wall or screen shall be erected between the front property line and the building set back line other than a fence or wall of
decorative nature. All fences, walls, screening, and mailboxes, must be of harmonious
design and must conform to all county and local regulations.

ii. The same sight line limitations shall apply to any lot within ten
(10) feet of the intersection of a street right-of-way with the edge of the driveway
pavement or alley line. No driveway shall be located within seventy (70) feet of the
intersection of two (2) street lines.

iii. Architectural guidelines will dictate the type, style, and offsets
of any fences to be constructed. Proper application must be made to the Committee for
review.

K. Water Supply and Disposal.

i. No private or semi-private water supply and/or disposal
system may be located upon any lot in this Highland Springs South Subdivision which is
not in compliance within the regulations and procedures of the Hancock County Board of
Health. Only conventional septic tanks will be permitted.

ii. No sump pump drains or other drains shall outlet onto the
street.

L. Maintenance of Lots and Improvements. The owner of any lot
in the development shall at all times maintain the lot and any improvements situated
thereon in such a manner as to prevent the lot or improvement from becoming unsightly;
and, specifically, such owner shall:

i. Mow the lot at such times as may be reasonably required in
order to prevent unsightly growth of vegetation and noxious weeds.

ii. Remove all debris and rubbish.

iii. Prevent the existence of any other condition that reasonably
tends to detract from or diminish the aesthetic appearance of the development.

iv. Cut down and remove dead trees.

v. Keep the exterior of all improvements in such a state of
repair or maintenance as to avoid their becoming unsightly.


The Board shall notify the Town of McCordsville that there is a violation contrary to an
established Town Ordinances:

Ordinance Number: 071001A Regarding Unwholesome Environmental
Conditions.
N. **Building on or Owning Several Contiguous Lots.** Whenever two or more contiguous lots in the development shall be owned by the same person, and such owner shall desire to use two or more of the said lots as a site for a single-family dwelling, the lots constituting the site for such dwelling shall be treated as a single lot for the purpose of applying these covenants to said lots, so long as the lots remain improved with one (1) single-family dwelling. If a second dwelling is built on the contiguous lot, the lot shall then be treated as two (2) separate lots for the purpose of applying these covenants.

O. **Other Restrictions and Prohibitions.**

i. **In General.**

   a. No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lots in this Highland Springs South Subdivision. Household pets shall be kept reasonably confined so as not to become a public nuisance.

   b. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this Highland Springs South Subdivision, nor shall anything be done thereon which may be or become an annoyance of nuisance to any other lot in the Subdivision.

   c. All fences, walls, and screens are improvements on the land, and as such must comply with the stated restrictions, and must be approved in writing by the Committee prior to installation.

ii. **Mounds** Each member within the platted development of the Highland Springs South Subdivision, which has ownership rights to the land that includes the mounds, will be responsible for the maintenance of the interior side of the mounds. However in order to maintain a uniform appearance of the exterior of the mounds (from the crest to the roadway), the HSSHOA shall utilize a bid and contract program for the mowing and general upkeep of exterior of the mounds. Improvements, including (but not limited to): trees and landscaping, in the area maintained by the HSSHOA shall be approved by the Committee in order to maintain a uniform appearance.

iii. **Shadow Lake** Each member within the platted development of the Highland Springs South Subdivision, which has ownership rights to Shadow Lake, shall be responsible for electing one (1) representative, who will obtain a minimum of two (2) bids from water maintenance professionals, and will then present these bids along with recommendations to the Board for fiscal budgeting of waterway maintenance. The Association shall utilize this bid and recommendation while selecting the professional contractor for the maintenance of Shadow Lake including plant growth and algae growth. Final contractor selection shall be mutually acceptable to both the Board and the elected representative.
Members with Shadow Lake ownership rights shall be responsible for any and all other desired upkeep and maintenance of the shores/banks encompassing the waterway. The Board shall utilize the elected lake representative to interface with any and all local and state governmental agencies that may wish to perform work with in the bounds of Shadow Lake.

iv. **Lake Usage.** Lakes and waterways in the Subdivision are the private property of those home sites that directly border them. Watercraft is limited to manual or small electric powered craft. No pumping, draining, or dredging of waterways for private use shall be permitted. Small docks will be permitted, with all designs to be reviewed and approved by the Committee prior to installation. Shadow Lake serves the development as a collection basin for much of the storm water runoff, via the ditch/swale running through the development from County Road 600 West, westward into the mouth of Shadow Lake near Briarway Lane. The Town of McCordsville and Hancock County may periodically take steps to maintain the lake and ditches/swales.

v. **Signs.** No permanent signs or advertisements shall be placed or displayed on any lot in the Subdivision without written approval of the Committee.

vi. **Pools.** Only permanent, in-ground swimming pools with professional construction will be permitted. All pools shall be backyard pools and should be oriented to minimize the potential effect on neighboring properties. All fencing shall conform to county or municipal regulations and shall be of approved harmonious design. A pool house may be applied for in conjunction with an existing, or construction of a new pool. Approvals will be at the discretion of the Committee to determine if the structure will serve as a site improvement on said lot.

vii. **Outbuildings.** No freestanding ‘enclosed’ outbuildings (mini barns, storage barns, etc.) shall be permitted on any lot. Any exterior outbuilding that is attached to the existing residence must be of harmonious design and materials as the rest of the structure, as not to detract from the existing appearance. Application must be submitted to the Committee prior to construction for approval. All existing outbuildings constructed prior to **April 1, 2006**, will be grandfathered and exempt from any review or scrutiny by the Association.

viii. **Satellite Dishes / Antennas.** Satellite dishes must be placed in a discrete location whether mounted to the dwelling or located within the boundaries of the property. Refer to Architectural Guidelines.

ix. **Vehicle Parking.** Limited overnight parking may be granted to prepare for departure of recreational vehicles. This Covenant shall be duly enforced as of January 1, 2007. Refer to Architectural Guidelines.

x. **Driveways.** All driveways must be paved with concrete, asphalt, or paving brick or block approved by the Committee, at the time of completion of dwelling construction, weather permitting. Refer to Architectural Guidelines.
xi. **Mailboxes.** Mailboxes and posts must be in good repair, and of a similar style and type and design as the majority of the Subdivision. Refer to Architectural Guidelines.

xii. **Trash Receptacles.** Any receptacles for trash, rubbish, or garbage shall be so placed and kept as not to be visible from any street within the development at any time, except at the times when refuse collections are being made.

3. **Highland Springs South Homeowners Association, Inc.**

M. **In General.** There has been created, under the laws of the State of Indiana, a non-for-profit corporation to be known as the Highland Springs South Homeowners Association, Inc., referred to as the “Association”. Every owner of a residential lot in the development shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these Covenants on other owners of the residential lots within the development and on members of the Association, including the provisions with respect to the payment of an annual charge.

N. **Membership Voting Rights.** In reference to ownership voting rights; all owners shall be entitled to one (1) vote for each lot owned, (except in the case where one dwelling exists on contiguous lots, per Section 2, Item N: Building On or Owning Several Contiguous Lots.), with respect to each matter submitted to a vote of the membership. When more than one person holds title to a lot, all such persons shall be members, however in no event shall more than one (1) vote be cast with respect to any one lot. There can be no split votes.

Only the members in good standing will have the right to vote on any such issues that may be brought to the membership for a vote.

O. **Board of Directors.** The Board of Directors of the Association shall be elected or appointed as prescribed by the Association’s By-Laws. The Board of Directors shall manage the affairs of the Association.

P. **Responsibilities of the Association.**

i. The Association shall represent all members, in good standing, of the Association with equality and shall apply all Covenants in a fair manner.

ii. The Association shall maintain: the landscaping in and along the landscape easements; the waterways, shown on the plat(s); and shall keep such areas in a neat, clean and presentable condition at all times through the use of qualified resources.

iii. The Association shall maintain any signage located at the entrances on County Road 1000N and Olio Road and shall keep such areas in a neat, clean and presentable condition at all times.
iv. The Association shall procure and maintain liability insurance (including director’s and officer’s insurance), and such other insurance as it is deemed necessary or advisable.

v. The Association shall contract for any such services as the Association deems necessary or advisable.

4. **Covenant for Maintenance Assessment.**

A. **Creation of a Lien and Personal Obligation of Assessments.** Each owner of any lot in the development by acceptance of the 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 dues assessments or charges; (2) special assessments for capital improvements, as defined in Section 4, #D; such assessments to be established and collected as hereinafter provided. The annual special assessments, together with interest, cost, and reasonable attorneys’ 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 attorneys’ fees shall also be a personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in the title unless expressly assumed by them.

B. **Purpose of Dues Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the development and for the improvement and maintenance of the general appearance of the development, including, but not limited to, the entryways, waterways and landscape easements on the development and any other purposes as specifically provided herein.

C. **Annual Dues Assessment.** The Annual Dues Assessment for the Association, as of January 1st, 2007 shall be One Hundred Twenty-Five Dollars ($125.00) per lot.

i. The Annual Dues Assessment permitted for the previous year may be increased by the Board each year to reflect and be consistent to the cost of living index and would not require a vote of the membership of the Association.

ii. The Annual Dues Assessment permitted for the previous year may be increased more than the cost of living index only upon an approving vote of the simple majority of 60% of the Associations membership who are eligible to vote at a meeting called for such purpose.
iii. All dues assessments shall be received no later than January 1st of each calendar year.

D. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, provided that any such assessment shall have the assent of the majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

E. Notice of Meetings.

i. Annual Meetings. The HSSHOA Annual Meeting shall be held on the third Thursday of January, of each calendar year. Members shall have no less than thirty (30) days notice of a change of the annual meeting date. Standing agenda items for this meeting include approval of the annual operating budget and election of board members.

ii. Board Meetings. Members shall have no less than five (5) days notice of an upcoming board meeting open to the general membership. Notice may be made by mail, sign postings, e-mail, or any other means of general communication.

iii. General or Special Assessment Meetings. Meetings that will require a vote of the membership of the Association for the purpose of establishing a proposed assessment will require (30) days notice of an upcoming meeting to be mailed to the members’ most current address, as kept by the Secretary of the Board or the Boards’ designee.

F. Quorum and Voting.

i. Annual and Quarterly Meetings. The quorum at an annual or quarterly meeting of the membership shall be established by the members in good standing present at that meeting, so long as the proper notification was given. Voting procedures will follow a simple majority rule, (51% or more to pass the issue at hand, of the established quorum.)

ii. General or Special Assessment Meetings. The established quorum for a meeting involving a proposed change in assessment will require a simple majority of sixty percent (60%) of the membership, so long as the members are in good standing, either in person or by proxy, at a meeting called for that specific purpose; so long as the proper notification was given.
G. **Date of Commencement of Annual Assessments.** The annual assessment provided for herein shall commence for each lot on the date of conveyance to the owner by deed or on the date the owner signs the land contract to purchase a lot. The Board shall fix an increase in the amount of the annual assessment at least thirty (30) days in advance of the effective date of such increase. The due dates of all assessments shall be established by the Board, in accordance with the Association By-Laws. The Treasurer of the Association shall be able to produce a signed certificate setting forth whether the assessments on a specific lot have been paid. This certificate should be binding upon the Association as of the date of its issuance.

H. **Effect of Non-Payment of Assessments: Remedies of the Association.** Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full and shall also be a personal obligation of the owner or owners of that lot at the time the charge fell due. Such charge shall bear penalties and or interest until paid in full at a rate of ten percent (10%) per annum until paid in full. The Board, on behalf of the Association shall institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expenses or costs, including (but no limited to) attorneys’ fees or filing fees, incurred by the Association in collecting the said charge. Every owner of a lot in the development and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees that any such liens which may exist are valid liens and shall be paid. Every person who shall become an owner of a lot in the development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph of the Covenants.

iii. **Late and Non-payment Schedule.** In the event of late or non-payment of the general assessment, the Board may impose the following schedule of penalties to remedy any such late or non-payment:

<table>
<thead>
<tr>
<th>Late Period</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>15-29 days late</td>
<td>$15.00 late fee</td>
</tr>
<tr>
<td>30-59 days late</td>
<td>$30.00 late fee</td>
</tr>
<tr>
<td>60-119 days late</td>
<td>Lien issued (in the amount of the general assessment, plus any and all costs and fees associated with the filing and collection attempts to date.)</td>
</tr>
<tr>
<td>120+ days late</td>
<td>the previous actions, plus any and all legal actions including (but not limited to) Small Claims Civil Proceedings.</td>
</tr>
</tbody>
</table>
5. **Remedies.**

A. **In General.** The Association or any party to whose benefit these Covenants inure may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Covenants, but neither the Association or the Board shall be liable for damages of any kind to any person for failing whether to abide by, enforce or carry out any of these Covenants.

B. **Delay or Failure to Enforce.** No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to the violations of any one or more of these Covenants shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon occurrence, reoccurrence or continuation of such violation or violations of these Covenants.

C. **Violations of Covenants:** In the event of a violation to the recorded covenants of the Association, any or all of the following actions may be considered as remedies by the Board:

i. Personal contact from the Board seeking resolution of the violation.

ii. Certified letter from the Board seeking resolution of the violation.

iii. Lien imposed upon the property of the member in violation, until said violation is rectified.

iv. Any and all other legal actions including (but not limited to) Small Claims Civil Proceedings.

The owner of the lot or lots subject to any of the above actions, shall be obliged to pay any expenses or costs, including (but not limited to) attorneys' fees, mailing fees, or filing fees, incurred by the Association in resolution of the said violation.

Actions will be dealt with on a case by case basis, with special considerations that may include (but not limited to): severity of violation, frequency of violations by member, hardship of other members imposed by the violation.

6. **Effect of Becoming an Owner.** The owners of any lot subject to these Covenants by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Association or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every Covenant and agreement herein contained. By accepting of such deed or execution of such contract, the owner acknowledges the rights and powers of the Committee, Board, and of the Association with respect to these Covenants, and also, for themselves, their heirs, personal representatives, successors and assigns, such owners agree and consent to and with the Committee, the Board, and the Association and to and with the owners and subsequent owners of each of the lots affected by these Covenants to keep, observe, comply with and perform such Covenants and agreements.
7. **Titles.** The titles preceding the paragraphs and subparagraphs herein, are for convenience of the construction of any provisions of the Covenants. 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.

8. **Duration.** These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until a vote of the majority of the then owners of the lots in the Highland Springs South Subdivision has agreed to change said Covenant in whole or part.

9. **Severability.** Every one of the Covenants is hereby declared to be independent of, and severable from, the rest of the Covenants and of and from every other one of the Covenants, and of and from every combination of the Covenants.

   Therefore, if any of the Covenants 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 Covenants.

10. **Ratification of Covenants.** In order to ratify these Covenants as the new documents for the HSSHOA, a majority of the homeowners in each section will have to vote in favor of the ratified documents.

   In such case that a section does not ratify the proposed documents as the new Covenants; that section will continue to abide by the existing section Covenants that were previously in force. All other sections voting to ratify the Covenants will utilize the new documents as the governing document of the HSSHOA.
Highland Springs Homeowners Association, Inc.

Jeffrey M. Augustinovicz, President

State of Indiana  
County of Hancock  

Before me, the undersigned, a Notary Public in and for the County and State personally appeared the above, and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signature thereto.

Witness my signature and seal this 26 day of July, 2007.
My commission expires: TBD 5 2012
County of Residence: Marion

Notary Public

Prepared by:

JEFFREY AUGUSTINOVICZ
President HSSHOA

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.