DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STONEYBROOK SPRINGS

THIS DECLARATION made this 30 day of October, 1989, by THE
C.P. MORGAN CO., INC., an Indiana corporation ("Developer"),

WITNESSETH:

WHEREAS, Developer is the purchaser and owner of all of the
lands contained in the area shown on Exhibit "A", attached hereto and
made a part hereof, which lands will be subdivided for development of
Stoneybrook Springs, a single family housing development in
Greenwood, Indiana (the "Development"), and will be more particularly
described on the plat of the various sections thereof recorded and
and

WHEREAS, Developer is about to sell and convey the residential
lots situated within the platted areas of the Development and before
doing so desires to subject and impose upon all real estate within
the platted areas of the Development mutual and beneficial
restrictions, covenants, conditions and charges contained herein and

NOW, THEREFORE, Developer hereby declares that all of the
platted lots and lands located within the Development are held and
shall be held, conveyed, hypothecated or encumbered, leased, sunked,
used, occupied and improved, subject to the Restrictions, all of
which are declared and agreed to be in furtherance of a plan for the
improvement and sale of said lots and lands in the Development, and
are established and agreed upon for the purpose of enhancing and
protecting the value, desirability and attractiveness of the
Development as a whole and of each of said lots situated therein.
All of the Restrictions shall run with the land and shall be binding
upon Developer and upon the parties having or acquiring any right,
title or interest, legal or equitable, in and to the real property or
any part or parts thereof subject to the Restrictions, and shall
inure to the benefit of Developer's successors in title to any real
estate in the Development. Developer specifically reserves unto
itself the right and privilege to exclude any real estate from the
Development, or to include additional real estate in the Development
including real estate adjacent to the Development.

1. Definitions. The following are the definitions of the
terms as they are used in this Declaration:

A. "Assessment" shall mean the share of the Common Expenses
imposed on each lot or other special assessments, as determined and
levied pursuant to the provisions of paragraph 5 hereof.

B. "Association" shall mean the Stoneybrook Springs Homeowners
Association, Inc., an Indiana not-for-profit corporation formed or to
be formed under the Indiana Not-For-Profit Corporation Act of 1971,
as amended.

C. "Board" shall mean the Board of Directors of the
Association.

D. "Committee" shall mean the Development Control Committee,
composed of three (3) members of the Association appointed by the
Board. The members of the Committee shall serve for one (1) year
terms, but are subject to removal by the Board at any time with or
without cause. Any vacancies on the Committee from time to time
existing shall be filled by appointment by the Board.

Notwithstanding anything herein to the contrary, Developer shall have
the powers and authority of the Committee during the Development
Period.
E. "Common Area(s)" shall mean those areas and all improvements located thereon set aside for recreation areas, tennis courts, open space, parks, or other areas or man-made features located at the street entrances at Lake Point Drive, Greenview Drive, and Lakeview Drive, and any other areas so designated on the Plans or on the plat or plats of other adjacent real estate, and any other areas so designated on the Plans, or on the plat or plats of other adjacent real estate.

F. "Common Expense" shall mean the actual and estimated cost to the Association of its proportionate share of the costs for maintenance, management, operation, repair, improvement and replacement of the Common Areas, and any other cost or expense incurred by the Association for the benefit of the Common Areas or for the benefit of the Association.

G. "Development Period" shall mean the period of time during which Developer owns at least one (1) Lot as defined herein.

H. "Lake" or 'Lakes' shall mean and refer to the water detention pond(s) or lake(s) and common area portion of the shoreline area as may be shown on the Plans which serves or may serve as part of the drainage system and landscaping adjacent to the Development, as such may in the future be more particularly described on the Plans, or on the plat or plats of other adjacent real estate. Notwithstanding anything herein to the contrary, the Lakes are not included in the lands contained in the area shown on Exhibit 'A' and as of the date hereof, do not constitute a part of the platted areas of the Development.

I. "Limited Common Area" may appear upon the Plans designated by block letter and further identified as a 'cul-de-sac' which is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such owner shall have an easement for ingress and egress in common with the other adjacent owners to the public street access such area. Such cul-de-sac may further have a landscaped island as may be shown on the Plans therein adjacent to the public right-of-way and such Limited Common Area shall be owned and maintained by the association or owners in common of the lots mortgaged thereon and using the cul-de-sac as a means of ingress and egress to the public street. Such maintenance and repair shall be undertaken by a determination in writing of a majority of the lot owners having an undivided interest in the Limited Common Area, and upon the failure of any such lot owner to pay his equal contributive share for such maintenance or repair, the remaining lot owners or any one of them may advance the defaulting lot owner's contributive share upon thirty (30) days' written notice and such advancement shall constitute a lien upon the lot of the defaulting lot owner enforceable in the same manner and under the same terms and conditions as provided under the Mechanics Lien Laws of the State of Indiana, Chapter 116 of the Acts of the 1909 Indiana General Assembly as amended to date, I.C. 32-6-1-1 et seq. Any such lien shall be subordinate to the lien of any first mortgage and any first mortgagee taking title to a lot by foreclosure or deed in lieu thereof shall take title free and clear of any such assessments for work performed prior to such mortgagee's taking title.

J. "Lot" or "Lots" shall mean any parcel(s) of real estate, whether residential or otherwise, described by one of the Plans.

K. "Member" shall mean any person or entity holding membership in the Association as provided in this Declaration.

L. "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.

A. Organization of Association. The Association shall be organized as a not-for-profit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation which have been filed or will be filed by Developer. The Association shall consist of one class of voting members, with each member having equal voting rights. In the event that any one Lot or subdivision of Lot or any other entity, one Member for voting purposes, so that as to any matter being Notwithstanding anything herein to the contrary, during the Development Period, all actions of the Association shall require the prior written approval of the Developer.

B. General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement, of all Common Areas, the special facilities, and the Association's rights and responsibilities for any action taken under color of authority of this Declaration, or unless such action or failure to act is in the nature of a willful, intentional, fraudulent, or reckless misconduct.

C. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, in accordance with paragraph 11 of this Declaration.

D. Insurance. The Association shall maintain in force adequate liability for property damage and personal injury. The Association shall maintain insurance covering the officers and directors of the Association. If fire and extended coverage insurance, insuring all Common Areas insurable under standard "extended coverage" provisions, is in force, the Association shall also maintain in force adequate insurance against fire, windstorm, vandalism, and such other hazards as may be equal to the full insurable value of such improvements and property. The Association shall notify all mortgagees which have requested an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, for any loss or damage, and shall cover claims of one or more parties against other insured parties.

The Association shall maintain a fidelity bond indemnifying the Association and the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts by any officer, employee, or other person who either handles or is responsible for funds held or compensation for their services. The fidelity bond should cover the Association or its management agent at any time, but in no event shall the fidelity bond coverage be less than the sum of one (1) Association's reserve funds.
The Association shall cause all insurance policies and fidelity
bonds to provide at least ten (10) days written notice to the
Association, and all mortgagees who have requested such notice,
before the insurance policies or fidelity bonds can be cancelled or
substantially modified for any reason.

E. Condemnation. Destruction. In the event that any of the
Common Areas shall be condemned or taken by any competent public
authority, or in the event the same shall be damaged or destroyed by
any cause whatsoever, the Association shall represent the interests
of the members in any proceedings, negotiations, insurance
adjustments, settlements, or agreements in connection with such
condemnation, damage, or destruction. Any sums recovered by the
condemnation shall either be held as a reserve for future maintenance of the
Common Areas or turned over to the Owners in proportion to their Pro-
portional Shares (as hereinafter defined), whichever may be determined by
majority vote of the members of the Association. Each Owner shall
be responsible for his own share of the cost of any condemnation, damage,
or destruction. The transfer of control of the Association to the Owners shall
take place at the expiration of the Development Period.

G. Mortgagee Rights. Any mortgagees of any Owners shall have
the right, at their option, jointly or severally, to pay taxes or
other charges which are in default or which may or have become a
charge against the Common Areas and to pay overdue premiums on hazard
insurance policies, or secure new hazard insurance coverage in the
Association. In addition, neither the Owners nor the
Association shall be liable for any mortgagee's failure to pay such
charges or premiums. The mortgagee sha

J. Powers of Committee.

A. In General. No dwelling, building structure, fencing,
exterior painting (excluding repainting in the same color) or
exterior improvement of any type or kind (excluding landscaping)
shall be constructed or placed on any Lot without the prior written
approval of the Committee. Such approval shall be obtained only
after written application requesting authorization has been made to
the Committee by the Owner of the Lot. Such written application
shall be in the manner and form prescribed from time to time by the
Committee, and the Committee may require a set of plans and
specifications for any such proposed construction or improvement.

The Committee may require that such plans include plot plans showing
the location of all improvements proposed to be constructed or placed
upon the Lot and the location of all improvements existing upon the Lot and the
front corner of the residence or playground facilities, s
teach, or similar
feet in height, or not patently visible from the street. Chain link fences must
eight and not exceeding four (4)
front of the residence or playground facilities, s
teach, or similar
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teach, or similar
B. Power of Disapproval. The Committee may refuse to grant 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 proposed improvements to be in violation of these Restrictions;

(2) The design, proposed material or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures, including trim, siding, roof and brick colors, or with the Development in general;

(3) The proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any other Owners.

C. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information has been received. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify other applicable governmental authority, if such are required.

D. Liability of Committee. Neither the Committee nor any agent or member thereof, nor Developer during the Development Period or thereafter, shall be responsible in any way for any defects in any work done according thereto.

E. Inspection. The Committee or its designated agent may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

F. Rules Governing Building on General Contiguous Lots Having One Owner. Whenever two or more contiguous Lots shall be owned by the same Owner, and such Owner shall desire to use two or more of said Lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to so use, said Lots. If permission is granted, the Lots constituting the site for such single dwelling shall be treated as a single Lot for the purpose of determining the Assessment and for applying the Restrictions to such single dwelling.

4. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any Owner, the Association, or the Code Enforcement Division of the Department of Metropolitan Development, or any other applicable governmental authority, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but Developer or the Association shall not be liable for damages of any kind to any person for failing either to enforce or carry out any of these Restrictions.

B. Penalty or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be a waiver by that party (or an estoppel of that party to be held to be a waiver by that party (or an estoppel of that party to be held to be a waiver by that party (or an estoppel of that party to be held to be a waiver by that party (or an estoppel of that party to be held to be a waiver by that party (or an estoppel of that party to be held to be a waiver by that party (or an estoppel of that party to be held to be a waiver by that party (or an estoppel of that party to be held to be a waiver by that party (or an estoppel of that party to be held to be a waiver by that party (or an estoppel of that party to be held to be a waiver by that party (or an estoppel of that party to be held to be a waiver by that party (or an estoppel of that party to be held to be a waiver by that party (or an estoppel of that party to be held to 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5. Covenants for Maintenance Assessments.

A. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lot within the Development and promoting the health, safety, and welfare of the Owners, users, and occupants of the Development. In particular, for the Association's obligations relating to the improvement, repairing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, enforcement of the Restrictions, and the cost of labor, equipment, material, and management furnished with respect to the Common Areas; provided that the Association shall not be responsible for the replacement, repair, or maintenance of any Common Areas which are or hereafter may be dedicated to the public. Each Owner hereby covenants and agrees to pay to the Association:

(a) A Pro-rata Share (as hereinafter defined) of the annual Assessment fixed, established, and determined from time to time, as hereinafter provided.

(b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

B. Liability for Assessment. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien from and after the due date thereof in favor of the Association upon each Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. 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 become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

C. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this paragraph 5 shall be the percentage obtained by dividing one by the total number of Lots shown on the Plans of the Development ("Pro-rata Share"), except, as provided in Paragraph 3F herein.

D. Basis of Annual Assessments. The Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth estimates of all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be mailed or delivered to each Owner prior to the beginning of each fiscal year of the Association.

E. Basis of Special Assessments. The Board shall at any time during the fiscal year determine that the Assessment levied with respect to such year are insufficient to pay the Common Expenses for such year. The Board may, at any time, and from time to time levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the annual Assessments.

F. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. At the election of the Developer, the annual Assessments of each Lot in each section of the Development shall
commence on the first day of the second month following the month in which Developer first conveys ownership of any Lot in such section to an Owner. The first annual Assessment within each section of the Development shall be made for the balance of the Association's fiscal year in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

G. Duties of the Association.

(i) The Board shall keep proper books and records of the levy and collection of each annual and special Assessment, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed or delivered to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed or delivered less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing or delivery of such notice.

(ii) The Association shall promptly furnish to any Owner or any mortgagee of any Owner upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any mortgagee from which it has received a request for notice of any default in the performance by any Owner of any obligation under the By-laws or this Declaration which is not cured within sixty (60) days.

M. Non-payment of Assessments; Remedies of Association.

(i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable in personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of any Owner and all future successors and assigns of such Owner in such Lot, and shall be collected in the same manner as the Assessments described in paragraph (i) above; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(ii) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment

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