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2017R-006227  
PAT BROOKS  
WARRICK COUNTY RECORDER  
RECORDED AS PRESENTED ON  
07/21/2017 9:14 AM  
REC FEE: 25.00  
PAGES: 33

**CONDITIONS, RESERVATIONS, RESTRICTIONS, AND  
PROTECTIVE COVENANTS AFFECTING TITLE TO ALL LOTS  
IN SPRING CREEK SUBDIVISION, SECTION ONE  
A SUBDIVISION LOCATED IN WARRICK COUNTY,  
INDIANA, ACCORDING TO THE RECORDED PLAT THEREOF**

The undersigned, SPRING HAVEN, LLC, an Indiana limited liability company, being the developer (hereinafter the "Developer") of all lots and lands comprising the recorded subdivision known and designated as Spring Creek Subdivision, Section One, as per plat thereof, recorded as Instrument Number 2017R-005208 in the office of the Recorder of WARRICK County, Indiana (hereinafter the "Subdivision"), and being the owner of one or more lots in Spring Creek Subdivision, does hereby make and adopt the following covenants, conditions, restrictions and reservations for the use and occupancy of the lots and lands comprising Section One of Spring Creek Subdivision (sometimes hereinafter referred to as the "Restrictions"), which covenants, conditions, reservations and restrictions shall run with the land and shall be binding upon all owners of the lots and lands in Section One of Spring Creek Subdivision and shall supersede all prior recorded covenants and restrictions pertaining to Section One of Spring Creek Subdivision. The Developer may develop additional real estate to be included within Spring Creek Subdivision. As used herein, the term "Spring Creek Subdivision" shall include Spring Creek Subdivision, Section One, as per plat thereof recorded as Instrument Number 2017R-005208, the legal description of which is attached hereto as Exhibit "A", as well as all other real estate which the Developer and/or any successors or assigns of Developer may plat and develop as additional sections of Spring Creek Subdivision including without limitation, all or any part of the real estate described on Exhibit "B" attached hereto and by this reference made a part hereof. It is recognized, however, that these Restrictions shall not necessarily identically apply to such other portion(s) of Spring Creek Subdivision as such portion is platted and developed, and the Developer expressly reserves the right to revise, correct, amend, delete or add to the Restrictions for such other portion(s) of Spring Creek Subdivision as the Developer may deem necessary in its sole discretion.

1. RESIDENTIAL LOTS; COMPLIANCE WITH LAWS. All lots in the Subdivision (hereinafter referred to collectively as "Lots" and individually as a "Lot") shall be known and described and used only for single family residential purposes. No use of any Lot or building in the Subdivision shall be in violation of the Warrick County Zoning Code. Each Lot owner shall maintain his or her respective Lot in compliance with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to such Lot.

2. TYPE OF PERMITTED STRUCTURE. Except as is otherwise provided in this Paragraph 2, no structure shall be erected, altered, placed or permitted to remain on any Lot other than (i) one (1) single family dwelling, not to exceed two and one-half (2 ½) stories in height, exclusive of basements or walk-out basements, and a private attached garage for not less than two

(2) cars nor more than three (3) cars, and either (ii) a yard barn which conforms to the requirements of Paragraph 18 of these Restrictions, or (iii) a detached garage or accessory building conforming with the requirements of this paragraph 2. No above ground swimming pools shall be permitted. All television and radio antennas, satellite dishes, swing sets, and play areas shall be not exceed 12 feet in height and shall be placed in rear yards and, enclosed by a privacy fence which meets the requirements of Paragraph 6(f) of these Restrictions and has been approved by the Developer or the Association. Approval must be obtained from the Developer prior to installation of any television antenna, radio antenna or satellite dish, and no television antenna, radio antenna, or satellite dish, regardless of size, shall, under any circumstances, be mounted on the front of the home or anywhere on the side of the home which is on the front half of the home. Notwithstanding the foregoing, basketball goals shall be permitted in the driveway to the dwelling provided they are not attached to the dwelling and provided they are not placed in such a manner as to obstruct sidewalks or any public right-of-way. Any basketball goals which are placed in a manner to obstruct any sidewalks or public right-of-way may, at the sole discretion of the Developer or the Homeowners Association, be removed and stored, with the Lot owner responsible for all costs and expenses associated with such removal and storage. Approval must be obtained from the Developer prior to installation of any solar panels or solar collectors whether such items would be installed on a home or whether they would be placed elsewhere on a Lot. Neither solar panels nor solar collectors may be placed on the front of a home or in the front yard and no part of the installation may be visible above the roof line. Any proposed installations of solar panels and/or solar collectors shall be expected to maintain architectural harmony with the existing structures in Spring Creek Subdivision and be consistent with the overall general appearance of Spring Creek Subdivision. HVAC units must not be visible from the front of the home and must be placed in the rear yards, except for those Lots where an HVAC unit can be located on the side of the home and not be less than five feet from the side property line. In addition, any HVAC units located on the side of homes must not be visible from the front of the home and must be concealed from view by privacy fencing or landscaping. Pergolas, Gazebos and similar structures may be permitted in the Subdivision provided prior written approval of the Developer or the Association is obtained as to design, material and size and provided they are enclosed with a privacy fence which has been approved by the Developer or the Association and meets the requirements of Paragraph 6(f) of these Restrictions. Until such time as all Lots in the Subdivision, including any future expansions of Spring Creek Subdivision, have been sold by Developer and/or Developer's successors or assigns as to any sections of Spring Creek Subdivision developed by someone other than Developer, and homes have been built on said Lots, the approvals provided in this paragraph 2 of these Restrictions must be obtained from the Developer. At such time as all Lots in the Subdivision, including any future expansions of Spring Creek Subdivision have been sold by the Developer and/or Developer's successors or assigns as to any sections of Spring Creek Subdivision developed by someone other than Developer, and homes have been built on said Lots, the rights of Developer under this paragraph 2 shall pass to the Homeowners Association consisting of the owners of Lots within Spring Creek Subdivision.

The requirements for any detached garage or accessory building shall be as follows:

- (i) foundation of any detached garage or accessory building erected on a Lot shall be constructed with a brick or stone veneer.

- (ii) The exterior veneer of any detached garage or accessory building must be constructed of brick or stone veneer.
- (iii) Such detached garage or accessory building shall require prior written approval by the Developer or the Association and, when combined with the square footage of all other structures on the Lot, shall not exceed the lot coverage allowed by the local governing agency.
- (iv) The total square footage of the dwelling constructed on the lot and any detached garage or accessory building may not exceed the coverage requirements under the applicable zoning ordinance.
- (v) Only one detached garage or accessory building shall be permitted on each lot and any such building must not be located closer to any Lot lines than any applicable building setback lines and, in any event any such building must be located at least six (6) feet from the side and rear of the Lot property lines, at least fifty (50) feet from the front building set back line, at least ten (10) feet away from the dwelling, and, if located on a corner Lot, any such building must not be located closer to the street than the side building setback line.
- (vi) Any detached garage or accessory building located on a Lake Lot must be located at least ten (10) feet from the rear of the dwelling and may not extend more than twenty-five (35) feet from the rear of the dwelling.
- (vii) No detached garage or accessory building may be located, in whole or in part, within any easement.
- (viii) No detached garage or accessory building may be constructed on a Lot until the dwelling on the Lot has been completed.
- (ix) The maximum height of any detached garage or accessory building shall be twenty (20) feet.
- (x) Any detached garage or accessory building shall consist of one floor only and shall have a roof pitch of no more than 8/12 with all roofs to have dimensional shingles which match the home constructed on the Lot.
- (xi) All utilities servicing the detached garage or accessory building must be underground.
- (xii) Any overhead garage doors of a detached garage or accessory building may not exceed ten (10) feet in height.

ANY STRUCTURES OR ITEMS WHICH ARE NOT SPECIFICALLY PERMITTED AND/OR ADDRESSED ABOVE IN THIS PARAGRAPH 2 MAY NOT BE CONSTRUCTED OR INSTALLED ON ANY LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER OR THE ASSOCIATION, WHICH APPROVAL MAY BE GIVEN OR WITHHELD IN THE SOLE AND ABSOLUTE DISCRETION OF THE DEVELOPER OR THE ASSOCIATION, AS THE CASE MAY BE. FAILURE TO OBTAIN SUCH PRIOR WRITTEN APPROVAL MAY RESULT IN THE OWNER BEING REQUIRED TO REMOVE THE OBJECTIONABLE STRUCTURE OR ITEM AT THE OWNER'S SOLE COST AND EXPENSE OR, IF THE OWNER FAILS OR REFUSES TO UNDERTAKE SUCH REMOVAL, THE DEVELOPER OR THE ASSOCIATION MAY UNDERTAKE SUCH REMOVAL AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH MAY BE RECOUPED FROM THE LOT OWNER UNDER PARAGRAPH 17 OF THESE RESTRICTIONS.

IT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER TO INSURE THAT ANY STRUCTURES, FENCES OR OTHER ITEMS CONSTRUCTED, INSTALLED OR PLACED ON A LOT ARE NOT LOCATED WITHIN ANY EASEMENTS WITHIN THE SUBDIVISION. ANY APPROVALS REQUIRED BY THE DEVELOPER OR THE ASSOCIATION SHALL BE AS TO DESIGN, MATERIALS AND SIZE, IF APPLICABLE, ONLY.

3. ARCHITECTURAL CONTROL. Until such time that all of the Lots in the Subdivision, including any future expansions of Spring Creek Subdivision, have been sold by Developer and/or Developer's successors or assigns as to any sections of Spring Creek Subdivision developed by someone other than Developer, and homes have been built on said Lots, no structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure on the Lot (hereinafter the "Design Plans") have been approved by the Developer as to quality of workmanship and material, harmony of external design with existing structures, suitability to the general appearance of the Subdivision, and as to locations with respect to topography and finish grade elevation. Approval of said structure shall be within the reasonable discretion of the Developer. It is the responsibility of the Lot owner to obtain such approval of the Design Plans prior to commencement of any construction on any Lot. After all Lots in the Subdivision, including any future expansions of Spring Creek Subdivision, have been sold by the Developer and/or Developer's successors or assigns as to any sections of Spring Creek Subdivision developed by someone other than Developer, and homes have been built on said Lots, the Homeowners Association consisting of the owners of Lots within Spring Creek Subdivision shall have the same authority with respect to architectural control as the Developer hereunder. Once Design Plans have been approved, there shall be no modifications or changes whatsoever to said Design Plans without the prior written consent of Developer or the Homeowners Association, as the case may be. The terms of this paragraph 3 shall apply to all construction on a Lot including, without limitation, any construction of additions or alterations (such as sunrooms) after the initial Design Plans have been approved. Notwithstanding the foregoing, after all Lots in Spring Creek Subdivision have been sold by the Developer and/or Developer's successors or assigns and homes have been built on said Lots, in the event the Homeowners Association fails to act upon a request for approval of Design Plans within fifteen

(15) days, then such approval shall be conclusively deemed unnecessary for such construction in the Subdivision.

4. HOMEOWNERS ASSOCIATION. At such time as all Lots in the Subdivision, including any future expansions of Spring Creek Subdivision, have been sold by the Developer and/or Developer's successors or assigns as to any sections of Spring Creek Subdivision developed by someone other than Developer, and homes have been built on said Lots, or such earlier time as the Developer may determine, the Developer shall cause to be created an association of the owners of the Lots in Spring Creek Subdivision to be known as the Spring Creek Homeowners Association, Inc., or a reasonable variation thereof. Except as is provided to the contrary herein, each Lot owner shall automatically become a member of the Homeowners Association, with one (1) vote per Lot. Such membership shall terminate upon the sale or other disposition by such member of his Lot ownership, at which time the new owner of such Lot shall automatically become a member of the Homeowners Association. The Board of Directors and officers of the Homeowners Association elected as provided in the By-laws of the Homeowners Association shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law by the By-laws, and by these Restrictions upon the Homeowners Association, except as otherwise specifically provided. Notwithstanding anything contained herein to the contrary, the Developer shall retain all rights provided for the Developer herein and shall maintain the common areas constructed in the Subdivision, until the Homeowners Association is formed, or such later time as the Developer may designate. Either at the time the Homeowners Association is formed or such later time as the Developer shall designate, the Homeowners Association shall become responsible for the supervision, repair, maintenance and replacement of any common areas and recreational facilities, for maintenance of all storm drainage pipes and structures within the Subdivision to the extent not covered by the Repair Fund referred to in paragraph 5(f), maintenance and upkeep of all common and private lakes within Spring Creek Subdivision, maintenance and upkeep of any entry signs, lighting, sprinklers and landscaping at any entrances to Spring Creek Subdivision (including any signs, lighting, sprinklers and landscaping within any landscape easements), maintenance of any other areas in Spring Creek Subdivision to the extent designated in writing by the Developer or Developer's successors or assigns to the Homeowners Association, and the purchase of any insurance required in connection with the Subdivision. The Developer will convey the common areas and facilities to the Homeowners Association free and clear of any liens and encumbrances, either at the time the Homeowners Association is formed or such later time as the Developer shall designate. In the event the Developer chooses to convey the common areas and facilities to the Homeowners Association prior to the time all Lots in Spring Creek Subdivision have been sold, and homes built on said Lots, all other rights reserved to the Developer hereunder, including, without limitation, the Developer's rights regarding architectural control under paragraph 3 of these Restrictions, shall continue to be exercised by the Developer only, until such time as the Developer owns no Lots in the Subdivision, including any future expansions of Spring Creek Subdivision, and homes have been built on said Lots, or such earlier time as the Developer may designate to the Homeowners Association. Thereafter, the Homeowners Association shall have the same authority and rights as the Developer hereunder, in all respects. In the event the Developer chooses to create the Homeowners Association prior to the time all Lots in Spring Creek Subdivision have been sold, the Developer shall be a Member of the Homeowners Association and shall have one (1) vote per Lot owned by the Developer;

provided, however, the Developer shall not be obligated to pay any charges, dues or assessments for any unsold Lots.

Any charges and assessments of the Homeowners Association against any Lot or Lots shall be a lien against such Lot or Lots enforceable by the Developer or the Homeowners Association by foreclosure in the same manner as mechanic's liens are recoverable in the State of Indiana, if not timely paid, together with interest thereon at the rate of eighteen percent (18%) per annum and reasonable attorneys' fees on foreclosure; provided, however, that such lien or liens shall be secondary and inferior to the lien of any bona fide mortgage of record at any time against such Lot or Lots.

Notwithstanding anything contained herein to the contrary, a contractor or builder shall not become a member of the Association by virtue of the purchase of a Lot (and shall have no voting rights with respect to the Association), and such Lot shall not be subject to any dues or assessments by the Homeowners Association until the earlier of the time any dwelling constructed on such Lot is sold or at such time as any dwelling constructed on such Lot is occupied as a residence.

5. **STORMWATER DRAINAGE.** Except as may be designated by Developer or Developer's successors or assigns to the contrary pursuant to paragraph 4 of these Restrictions, the individual Lot owners shall be responsible, including financially, for maintaining that part of the stormwater drainage system and its easements which exist on his or her property in proper working order including:

- (a) mowing grass, controlling weeds and maintaining the design cover of the waterways, storage basins, and easements in accordance with applicable ordinances.
- (b) keeping all parts of the stormwater drainage system operating as designed and constructed; and free of all trash, debris, and obstructions to the flow of water.
- (c) keeping the channels, embankments, shorelines, and bottoms of water ways and basins free of all erosion and sedimentation.
- (d) maintaining that part of the stormwater drainage system which lies on his or her property in accordance with the conditions described in the approved street and/or drainage plans on file in the County Surveyor's Office, and/or in the County Engineer's Office, and in compliance with the County Drainage Ordinance.
- (e) preventing all persons or parties from causing any unauthorized alterations, obstructions, or detrimental actions from occurring to any part of the stormwater drainage system, and easement which lies on his or her property.
- (f) except as is provided to the contrary in these Restrictions, the Repair Fund established for this Subdivision will pay the cost of repairing structural failures in the storm sewer pipes, pipe collars, drop boxes, aprons, inlets, manholes, junction

boxes, and the piped or paved outlet structures of the stormwater control basins, all of which are parts of the approved and constructed stormwater drainage system shown on the as-built plans for this Subdivision; and which are in drainage easements and outside of the county accepted road rights-of-way as shown on the plat of this Subdivision.

- (g) NOTICE; Any pipe, fence, wall, building, pool, patio, planting, stored material, excavation, fill, or other construction, improvement, addition to, or alteration of the land within a drainage easement in this Subdivision requires the prior written approval of the County Drainage Board.

To the extent not covered by the Repair Fund described in subparagraph (f) above, the Homeowners Association shall bear a responsibility, financially and otherwise, for repairing any structural failures in any portion of the stormwater drainage system which exist.

In the event a Lot owner fails to maintain that portion of the stormwater drainage system lying on the Lot owner's Lot as required by this paragraph 5, or in the event repairs which would ordinarily be paid from the Repair Fund referenced in paragraph 5(f), above, are necessitated by the actions or omissions of the Lot owner, the Developer and/or the Homeowners Association may determine the action or actions required to maintain such portion(s) of the stormwater drainage system and, either direct the Lot owner or Lot owners to take such action at the Lot owner's sole cost and expense, or the Developer and/or the Homeowners Association may take such actions as are necessary to maintain such portion(s) of the stormwater drainage system and any such amounts expended by the Developer and/or the Homeowners Association shall be payable upon demand and any amounts not paid upon demand shall become a lien on the Lot owner's lot and shall accrue interest at 18% per annum and be payable with attorney fees incurred by the Developer or the Homeowners Association.

In the event of any action taken by the Developer and/or the Homeowners Association pursuant to this paragraph 5, the Developer and/or the Homeowners Association shall have no liability or responsibility for any damages to the Lot owner's property in or around a drainage easement, where such damage is suffered as a result of action taken by the Developer or the Homeowners Association in order to maintain the stormwater drainage system as required by this paragraph 5. Any reseeded, re-sodding or similar action required to return a Lot owner's lot to the condition in which it existed prior to any action taken by the Developer or the Homeowners Association shall be the sole responsibility of said Lot owner.

6. CONSTRUCTION OF BUILDINGS. The following sets forth the minimum finished living area, exclusive of basements, porches, and attached garages, and certain other requirements for various types of houses for Lots in the Subdivision:

- (a) One story dwellings shall have a minimum finished living area of 1750 square feet. Two story dwellings shall have a minimum finished living area of 2100 square feet, with 1200 square feet minimum on the main level. One and one-half (1½) story dwellings shall have either a minimum of 1750 square feet on the main level or a

total of 2100 square feet, with a minimum of 1200 square feet on the main level. All dwellings shall be constructed of a brick or stone veneer around the entire perimeter of the entire first level of the home, except the Developer may, in its sole discretion, allow siding on the first level of the home, primarily for accenting, but the total area of siding shall not exceed twenty percent (20%) of surface area of the first level. The balance of the veneer of the home can be done in brick, wood, vinyl or aluminum siding. All homes require stick built construction, to be built on site, of either wood or metal components, or a combination of the two, unless otherwise approved by the Developer. No modular or Pre-Fab construction shall be permitted in the Subdivision.

- (b) All stormwater drainage tiles must be run from home to street or drainage easements at back of Lots, and not to side yards. All stormwater drainage from each individual Lot must be sent to the street and/or rear yard drainage easements. Notwithstanding the foregoing, all swimming pool discharge lines must be discharged into the street in front of the home and all foundation drains may drain to the front or rear of the home. It is the responsibility of the Lot owner to insure that the Lot owner's builder causes the drainage swales between Lots to drain water to the street in front of the home or to the drainage easements at the back of the Lot and the drainage swales must be maintained by Lot owners to keep water from entering homes.
- (c) All metal fireplace flues which are exposed for four (4) feet or more, whether they be masonry or metal are to be wrapped with an approved exterior veneer, such as brick, stone, wood or vinyl siding.
- (d) All homes are to have a roof pitch of no less than a 6/12 pitch (unless otherwise approved by Developer), to be used on the front elevation of the home, and all roofs are to receive dimensional shingles.
- (e) All homes are to have either (i) a lamp post, to be located in the front yard, 5' to 6' in height, or (ii) a coach light on the front of the home. All such lamps or lights are to be operated by a photo cell and are required to be maintained and lit from dusk to dawn. No Lot is to have an outdoor light with more than 200 watts. There shall be no high intensity lights directed toward street or adjacent Lots.
- (f) Privacy fence design and material are to be approved by Developer. Privacy fences must be either vinyl or exterior grade wood. Fences shall not be located across any lake maintenance easements, storm drainage easements or utility easements. No fence shall be located closer to streets than the front and side setback lines. Fences installed on Lots adjoining a lake within the Subdivision (hereinafter "Lake Lots") may be no more than six (6) feet in height to a point not to exceed twelve (12) feet from the rear of the dwelling. The remainder of said fence, if any, extending past twelve (12) feet from the rear of the house may not exceed four (4) feet in height; provided, however, if required by applicable code or



regulations of any governmental entity that the privacy fence be six (6) feet in height beyond twelve (12) feet from the rear of the dwelling, said fence must be wrought iron, aluminum or other see-through type material approved by Developer. No chain link or wire fences allowed unless enclosed by an approved fence. All approved fences shall be installed with the finished side of the fence to face adjoining Lots or adjoining streets and shall be installed in accordance with all applicable laws, codes and ordinances. No wood pre-fab fences may be installed. All wood fences must be constructed and assembled on site. Fences must be maintained and if at any time they become unsightly or unstable, they must be repaired or replaced immediately. If a Lot owner fails to keep his or her fence maintained and in a good state of repair, the Developer or the Association may take such steps as are necessary to repair, replace or remove the fence and any costs incurred in connection therewith may be recouped from the Lot owner pursuant to Paragraph 17 of these Restrictions.

- (g) The Developer has built slopes at the rear of the Lots, to accommodate grade changes and drainage easements. These slopes have been installed for ease of maintenance by Lot owners. The utility companies have installed their utility lines and vaults in these areas. If at any time a Lot owner alters the grade at these locations, the utility companies and the Developer require not less than ten (10) days advance written notice. The alterations can require reinstallation of utility lines to reestablish proper depth of cover, or possibly require the need to raise the vaults, if fill has been added. Every Lot owner will be financially responsible for alterations which require repairs or reinstallation by utility companies. The Lot owner may be held financially responsible for any damages suffered by other Lot owners resulting from any grade changes to drainage easements which back stormwater on adjacent Lots. The Developer or the Homeowners Association may take such action as is necessary to remedy any problems associated with grade alterations or changes made by a Lot owner. Any amounts expended by the Developer or the Homeowners Association on a Lot owner's behalf pursuant to this subparagraph shall be payable upon demand and any amounts not paid upon demand shall become a lien on the Lot owner's Lot and shall accrue interest at eighteen percent (18%) per annum and be payable with attorney fees incurred by the Developer or the Homeowners Association.
- (h) Overhead garage doors are not to exceed eight (8) feet in height for the home and ten (10) feet in height for any detached garage or accessory building.
- (i) The Developer and utility providers have installed or will install utility trenches throughout the Subdivision within dedicated easements and the Lot owners are advised that these trenches may not be compacted in all areas including, without limitation, in areas where driveways may be installed. As a result, settlement may occur on a Lot if the Lot owner does not insure that areas where any improvements may be constructed within dedicated easements are sufficiently compacted prior to construction of any such improvements. Any liabilities or expenses incurred or

suffered by the Lot owner due to the Lot owner's failure to compact all such areas of a Lot sufficiently shall be the responsibility of the Lot owner.

(j)

The Developer has constructed building pads on all Lots commencing at the front building setback line of each Lot and extending Sixty-five (65) feet toward the rear of each Lot. However, it is the responsibility of the Lot owner and the Lot Owner's builder to insure that the soil is properly compacted in all areas of the Lot, including the front Sixty-five (65) feet of the Lot, prior to commencing any construction on the Lot. Any construction on any Lot requiring additional excavation and/or compaction shall be at the expense of the Lot owner. Any liabilities or expenses incurred or suffered by a Lot owner due to the Lot owner's failure to excavate and/or compact any area of a Lot shall be the responsibility of the Lot owner.

(k)

Each Lot owner is responsible for pouring a 4' wide concrete sidewalk across the entire frontage of their Lot. Corner Lots require walks at the front and side, and are also required to connect to wheel chair ramp at intersections. The walks are to be located 2' in from the edge of the street leaving a 2' wide grass median. Sidewalks are to be poured 4" deep, have a broom finish, and have control joints tooled every 4', (saw cut control joints not permitted.) The sidewalks require a 1/4" slope in 1', sloping into street, and with this sloping continued through the driveway. The sidewalk up keep, and accessibility are to be the responsibility of the Lot owner. All Lot owners are to have walks installed no later than one year after the purchase of the Lot, or before occupying the home, whichever occurs first.

7. EXPOSED CONCRETE. No completed structure shall have concrete blocks exposed on the exterior of said structures. Brick or stone veneer shall be used over exposed concrete blocks.

8. TIME OF CONSTRUCTION. The construction of any home within the Subdivision shall be completed within one (1) year from the date of commencement of construction. The completion of any additions, remodeling, or renovations shall be completed within six (6) months from the date of commencement of such construction, unless otherwise approved by the Developer.

9. CARE OF PROPERTY DURING CONSTRUCTION. All Lots in the Subdivision are subject to the Indiana Department of Environmental Management's (I.D.E.M.) General Permit Rule #327 I.A.C. 15-5, which said rule generally provides that erosion control practices be used during development and construction and must minimize soil erosion and sediment laden water from flowing from the building sites and requires that streets be kept free from transported soil from the building sites.

In compliance with this provision, a plan has been submitted to the representatives of the Warrick County Surveyor's Office which said plan and its terms shall be binding upon all owners

of Lots within the Subdivision. Said plan requires the construction of appropriate driveways for ingress and egress during construction and the implementation of measures to minimize sediment laden water from being discharged to streets and drainage ways.

During construction, adjoining Lots shall not be used for any construction equipment, vehicles, or material storage purpose. If a Lot owner's employees, contractors or agents are responsible for disturbing the vegetation on adjoining building sites, appropriate erosion control practices must be started immediately by the Lot owner who caused such disturbance, and such Lot owner shall be responsible to promptly restore, at such Lot owner's expense, such disturbed adjoining Lots to their original condition prior to the commencement of such construction, including, without limitation, regrading, reseeding and trash removal.

The provisions of Rule 327 IAC 15-5 and the plan for erosion control submitted to the Warrick Soil and Water Conservation District shall become a part of these covenants and restrictions and shall be binding on all Lot owners as it pertains to their individual Lots, and said Lot owners shall hold the Developer harmless in connection with any and all violations thereof. Furthermore, all Lot owners shall be responsible for compliance with this provision and the referenced administrative rules and erosion control plans within the boundaries of each Lot owner's real estate. The Developer shall not be responsible and shall have no liability for silt or debris flowing into any lake, and the owners, together with their agents and builders, shall hold harmless and indemnify the Developer from any and all costs and expenses in connection with any violation thereof, including but not limited to all attorneys' fees and court costs.

In addition to the foregoing, all Lot Owners shall be responsible for keeping their Lot free of trash and debris during construction and shall take all appropriate measures to prevent trash and debris from blowing onto other property within the Subdivision. This obligation shall apply to the Lot Owner and to any builder or contractor who or which purchases a Lot in the Subdivision for purposes of constructing a home thereon. In the event any such Lot Owner fails to keep his or her property free from trash and debris and otherwise comply with the terms of this grammatical paragraph, the Developer may take such action as the Developer deems necessary or desirable to bring such Lot into conformance with these Restrictions and the Owner shall be responsible for all costs incurred by the Developer in connection therewith.

10. **BUILDING LINES.** All residences and other building structures in the Subdivision shall be constructed in a manner that conforms to the Warrick County side and rear Lot setback lines. The site plan for any residence constructed in the Subdivision must be approved by the Developer prior to commencement of any construction or site preparation on the Lot.

11. **EASEMENTS.** The strips of real estate of the width shown on the recorded plat and marked as easements are hereby reserved for access, maintenance and/or for the use of any and all public utilities and for the installation of water, surface water drainage, sanitary and storm sewers, ducts, lines and wires, and for use by the Developer and the Association for access and maintenance of any and all signs, lighting, landscaping, sprinklers and any other items at any entrance to the Subdivision, subject at all times to the proper authorities and to the easements herein reserved. Notwithstanding the foregoing, the areas on the recorded plat marked "Drainage

Easement" or "D.E." or "Lake Maintenance Storm Drainage Easement" or "LMSDE" may not be used by or for any public utilities except for such public utility installations which go across such Drainage Easement(s) in a perpendicular fashion. There is also a temporary construction easement marked on the recorded plat as "temporary easement" adjacent to the Newburgh Sewer Utility Easement described in the August 19, 2016 recorded Sewer Utility Easement (2016R007713). The Newburgh Sewer Utility may utilize this temporary construction easement until midnight June 14, 2018 to maintain the sewer. As of midnight June 14, 2018, this temporary construction easement shall terminate. No structures or other improvements, planting or other material including, without limitation, any fences, walls, trees or shrubs shall be erected or permitted to remain within the easements and if any such items are erected or permitted to remain within said easements, the Lot owner shall be solely responsible for any damage to such items resulting from the use of said easements. The easement area of each Lot shall be maintained continuously by the owner of said Lot so as not to change the intended direction of flow of surface water within the easement. Developer and the Homeowners Association are hereby granted such permanent easements over any Lot(s) as may be necessary for ingress and egress to maintain any entrances to the Subdivision and to repair and maintain drainage swales within the Subdivision and to remedy any drainage issues which may occur within the Subdivision or otherwise fulfill any responsibilities it may have under paragraph 5 of these Restrictions. If, in the discretion of the Developer or the Homeowners Association, any such action is necessitated by any act or omission of any Lot owner(s), then any costs incurred by Developer or the Homeowners Association, as the case may be, in connection with such action(s) shall be reimbursed by said Lot owner(s) in such amounts as may be determined by the Developer or the Homeowners Association, as the case may be, in their sole discretion. In addition, if so directed by the Developer or the Homeowners Association, the applicable Lot owner(s) shall be responsible for regrading and seeding of their respective Lots. If any Lot owner fails to make reimbursement to Developer or the Homeowners Association within ten (10) days of request by Developer or the Homeowners Association, said sum shall be payable to Developer or the Homeowners Association with interest at eighteen percent (18%) per annum plus any attorney fees incurred by Developer or the Homeowners Association.

12. RIGHTS OF WAY. The strips of real estate of the width shown on the recorded plat and marked "right of way" are hereby reserved for future ingress and egress to abutting real estate. No structures or other improvements, planting or other material shall be erected or permitted to remain within the rights-of-way which may interfere with such ingress or egress. The rights-of-way shall be maintained to the centerline of the road abutting such right of way by the Lot owner abutting any such right-of-way. In the case of right-of-way located between two Lots, each Lot Owner shall be responsible for maintaining such right-of-way to the center point between the two Lots adjacent to the right-of-way.

13. MAILBOXES. All mailboxes in the Subdivision shall be uniform in design, with the design and specifications of all mailboxes in the Subdivision to be within the sole discretion of the Developer.

14. DRIVEWAYS. All driveways shall be paved with 4" thick concrete. As described more fully in paragraph 6(i) of these Restrictions, the Lot owner is responsible for making sure the

area where the Lot owner's driveway will be constructed is sufficiently compacted to avoid settlement in areas above utility trenches within dedicated easements in the Subdivision.

15. WASTE DISPOSAL. All Lot owners shall keep their Lots free of garbage, sewage, ashes, rubbish, bottles, cans, waste matter and other refuse. Trash, garbage or other waste or debris accumulated by the owner or occupant of any Lot within the Subdivision shall be kept in sanitary containers and shall be disposed of on a weekly basis. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, in a location which cannot be seen from the street at the front of the home, and shall be kept in such manner as to avoid an unsightly appearance within the Subdivision. Any such containers or equipment which would be visible from the front of the home must be stored behind a fence approved by the Developer or the Association which conceals such containers and/or equipment from view from the front or side of the home. No grass clippings or other debris should be placed on any vacant Lot. The Lot owner shall only use EPA approved products on his lawn and shrubs.

16. LAKES. The Developer, in its sole discretion, may develop one or more lakes within Spring Creek Subdivision which lakes shall be part common and part private as indicated on the Subdivision Plat.

All lakes are to be maintained by the Developer until such time as the Developer forms the Homeowners Association, or such later time as the Developer shall designate, at which time maintenance of all lakes shall become the responsibility of the Homeowners Association. Each Lot owner shall permit access to the lakes by the Developer and/or the Homeowners Association over his or her Lot in order to perform such maintenance of the lakes. Lot owners with Lots that adjoin such lakes ("Private Lake Lots") shall be responsible for mowing the grass to the water line for their Lot. There shall be no usage of any motorized watercraft that can expel any oil or gas products, including, without limitation, "Personal Watercraft" as defined by applicable Indiana law (i.e. waverunners, jet skis or their equivalent) on any common lake. Only one (1) non-motorized watercraft belonging to any Lot owner or his or her guests shall be permitted upon any lake at any time. All Homeowners Association members, owners, and their respective families and guests shall be entitled to the use of the lakes constructed in Spring Creek Subdivision, provided, however, usage of such lakes shall not be permitted within ten (10) feet of any Private Lake Lots and use of any docks or shoreline of a Private Lake Lot shall be reserved to the Private Lake Lot owner and his or her families and guests. Lot owners must accompany their guests at all times that guests are using the lakes. Access to the lakes by non-Private Lake Lot Owners will be over common areas associated with such lakes, and no access to such lake shall be permitted over any Lot that adjoins such lake for anyone other than the owner of such adjoining Lot and their families and guests. Access during development will be over necessary temporary easements. Piping water from any lake within Spring Creek Subdivision by any Lot owner other than the Developer or its successors or assigns, to any Lot within Spring Creek Subdivision is prohibited.

No access to any private lake through or over any portion of any Private Lake Lot may be sold, leased, rented or otherwise transferred to any other person by the owner of a Private Lake Lot, separate from the sale of the entire Private Lake Lot. .

The owner of each Private Lake Lot shall be required to mow the grass to the water line for that owner's respective Lot and maintain, at that owner's expense, a clean and uncluttered waterfront and shore line. In providing such maintenance, the original shore line shall not be changed by the removal of sand, dirt, gravel or other material of which the shore line is formed. No Private Lake Lot shall be increased in size by filling in the water it adjoins.

Owners of Private Lake Lots may construct and maintain a boat dock, swimming raft or platform only within their own property lines as shown on the recorded plat of the Subdivision, which shall not extend into the water more than eight (8) feet from the normal high water line, and only in such a manner that such structure will not become hazardous to others using such lake. Diving boards shall not be permitted on any lake in Spring Creek Subdivision. Piping water from any lake within Spring Creek Subdivision, by anyone other than the Developer, is prohibited. Use of the lake shall also be subject to and governed by any additional rules and regulations that may be promulgated by the Developer, in its discretion. After all of the Lots in the Subdivision have been sold and conveyed by the Developer, the rules and regulations governing the usage of any lakes in the Subdivision shall be determined by a the Homeowners Association.

Use of any lake within Spring Creek Subdivision shall be at the risk and liability of the Lot owners, other than the Developer. The Lot owners shall indemnify, defend and hold harmless the Developer from any and all liabilities, obligations, indebtedness, costs, expenses, attorney fees or judgments arising out of, resulting from, related to or connected with the use of the lakes by them or their families or guests, whether authorized or unauthorized.

17. APPEARANCE OF LOTS AND LAKE. All Lots must be kept free of debris and other objectionable matter at all times. In the event any Lot is not properly maintained as required herein, Developer shall have the right to take all remedial measure to bring said Lot into conformity with the standards of the Subdivision. Maintenance and upkeep include the following items:

- (a) Keeping Lot mowed on a regular basis, maintain a stand of quality grass, and keeping landscaping free of weeds and other undesirable growth.
- (b) Maintain erosion control on Lot.
- (c) Keep lake free of weeds, moss, and other undesirable growth or materials, in and around lake.
- (d) Keep lot free of trash, debris, toys, bicycles and any other objectionable items which, in the opinion of the Developer, detract from the appearance of the Subdivision.

- (e) Keep the home exterior and any other structures on the Lot clean and in a good state of repair.
- (e) Maintaining the Lot and all structures placed thereon in accordance with these Restrictions including, without limitation, Paragraphs 2, 5, 6, 9, 11, 17 and 19 of these Restrictions.

If at any time a home, a Lot, or any other structure on the Lot are not in compliance with the Restrictions including, without limitation, failing to keep the Lot mowed, or the home exterior or any other structure on the Lot clean and in a good state of repair, the offending owner shall be required to reimburse the Developer for any costs incurred by the Developer in bringing the Lot owner's property into compliance with the Restrictions within ten (10) days from the date said owner is presented with a statement for the costs thereof. If not timely paid, said sum shall become a lien on the Lot owner's lot and shall be payable, together with interest at the rate of eighteen percent (18%) per annum and attorney fees. After all Lots in Spring Creek Subdivision have been sold by the Developer and/or Developer's successors or assigns as to any Sections of Spring Creek Subdivision developed by someone other than Developer, or at such earlier time as the Developer may designate, the aforesaid right shall pass to the Homeowners Association.

Notwithstanding anything contained in these Restrictions to the contrary, Lot Owners shall not be required to mow any unbuilt Lots on a regular basis as is required under paragraph 17(a), above, but instead shall mow such Lots a minimum of five (5) times per calendar year and said Lots shall be mowed frequently enough so that the grass on such Lots does not exceed twelve (12) inches in height at any time. Once a house has been constructed on a Lot, the requirements of paragraph 17(a) above shall apply.

18. TEMPORARY STRUCTURES; YARD BARNS. Except as is provided in paragraph 2 of these Restrictions, no pole barns and no structure of a temporary character, trailer, tent, shack, garage, barn or other out building shall be used on any Lot in the Subdivision or any part thereof at any time as a residence or otherwise, either temporarily or permanently; provided, however, a Lot may contain either a detached garage or accessory building conforming to the requirements of paragraph 2 of these Restrictions or a yard barn may be permitted on a Lot within the Subdivision, so long as it is not located within any easement within the Subdivision and it meets the requirements of this paragraph 18. Notwithstanding anything contained herein to the contrary, no Lot may contain both a yard barn and a detached garage or accessory building. Except for yard barns which meet the requirements of this paragraph 18, no structure shall be moved onto any Lot; and all structures shall be newly erected thereon. No modular or Pre-Fab homes shall be allowed in the Subdivision.

Any yard barn located on a Lot within the Subdivision must comply with the following requirements:

- (a) The square footage of a yard barn may not exceed 144 square feet, with the exterior of the yard barn not to exceed twelve (12) feet in width or twelve (12) feet in length, and, when combined with the square footage of the dwelling constructed on the

Lot, the total square footage of the dwelling and the yard barn may not exceed the coverage requirements under the applicable zoning ordinance.

- (b) Must be wood frame construction and must have the exterior covered by wood veneer or vinyl siding with wood veneer painted to match the exterior color of the home, or as otherwise approved by Developer.
- (c) Have the same or similar color trim and dimensional shingles as the house.
- (d) Yard barn must not exceed twelve (12) feet in height and if the yard barn is elevated off of the ground more than twelve (12) inches, the area beneath the bottom of the yard barn must be concealed with lattice or skirting around the base of the structure.
- (e) Only one such yard barn shall be permitted on each Lot and must be located at least two (2) feet from the side and rear property lines, at least fifty (50) feet from the front building setback line, at least ten (10) feet away from the dwelling, and, if located on a corner lot, any such building must not be located closer to the street than the side building setback line.
- (f) All utilities servicing the yard barn must be underground.
- (g) Any variations from these requirements must be approved by the Developer, or the Homeowners Association after architectural control of the Subdivision has been transferred to the Homeowners Association.
- (h) No vinyl or rubber yard barns or storage lockers of any type shall be permitted in the Subdivision.

Notwithstanding anything contained herein to the contrary, and in addition to the requirements set forth above, yard barns may only be placed on Lake Lots at a point at least ten (10) feet behind the dwelling and may not extend more than twenty-five (25) feet beyond the rear of the dwelling.

IT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER TO INSURE THAT ANY YARD BARN CONSTRUCTED, INSTALLED OR PLACED ON A LOT ARE NOT LOCATED WITHIN ANY EASEMENTS WITHIN THE SUBDIVISION. ANY APPROVALS REQUIRED BY THE DEVELOPER OR THE ASSOCIATION SHALL BE AS TO DESIGN, MATERIALS AND SIZE, IF APPLICABLE, ONLY.

19. DRAINAGE OF WATER. Water from down spouts, foundation tile or other surface water drainage systems shall not be drained or guided into the sanitary sewer. The down spout drains can be drained into the street or drainage swales at the back of the Lot. Water must be discharged at a level above the street to prevent erosion under the street. The existing natural and manmade drainage courses shall not be altered without the approval of the Developer or its



appointee. All Lot owners and/or their homebuilder or general contractor are responsible for achieving proper grading and slopes of their respective Lots, so as to achieve a positive drainage flow away from their foundations and homes and into the drainage easements or streets, with the Lot either sloping to the rear of the Lot, the front of the Lot, or both in order to achieve positive drainage flow away from the home. A drainage swale will be required between Lots, the construction of which shall be the responsibility of the Lot owner and his or her homebuilder or general contractor. Such swale shall be constructed correctly before the landscaping of the yard is completed, and maintained correctly thereafter by the Lot owner of record.

Any Lot owners constructing improvements and/or their homebuilder or general contractor are hereby informed that:

- (a) the home and any other improvements on the Lot, must be in accordance with the standard grading plan sheets which are attached hereto as Exhibit "C" ;
- (b) such Lot owner, home builder and or general contractor are hereby directed to achieve positive stormwater drainage away from the building foundations in accordance with the standard grading plan referred to in (a) above; the homebuilder or general contractor shall be determined by whose name appears on the building permit and by Lot owner, by owner of record;
- (c) it shall be the responsibility of the property owner of record to maintain a positive drainage away from such Lot owner's building as provided by the initial Lot grading and or subsequent re-grading in accordance with the standard grading plan and other regulations of record;
- (d) the adverse drainage conditions caused by any alterations of the Lot grades and/or drainage system after the initial Lot grading and/or drainage system is accomplished in conformance with the standard grading plan and the approved final drainage plan are totally the responsibility of the property owner of record to correct at his or her cost.

In the event a Lot owner fails to achieve positive stormwater drainage away from the Lot owner's building as required by this paragraph 19, the Developer and/or the Homeowners Association may determine the action or actions required to create such positive drainage flow and, either direct the Lot owner or Lot owners to take such action at the Lot owner's sole cost and expense, or the Developer and/or the Homeowners Association may take such actions as are necessary to achieve and maintain positive stormwater drainage and any such amounts expended by the Developer and/or the Homeowners Association shall be payable upon demand and any amounts not paid upon demand shall become a lien on the Lot owner's lot and shall accrue interest at 18% per annum, and shall be payable along with all attorney fees, court costs and other expenses incurred in connection with the enforcement of this paragraph 19.

In the event of any action taken by the Developer and/or the Homeowners Association pursuant to this paragraph 19, the Developer and/or the Homeowners Association shall have no

liability or responsibility for any damages to the Lot owner's property in or around a drainage easement, where such damage is suffered as a result of action taken by the Developer or the Homeowners Association in order to create positive drainage flow as required by this paragraph 19. Any reseeding, re-sodding or similar action required to return a Lot owner's lot to the condition in which it existed prior to any action taken by the Developer or the Homeowners Association shall be the sole responsibility of said Lot owner.

20. **VEHICLE PARKING.** No vehicle of any kind shall be parked overnight on a street in the Subdivision. No camper, motorhome, recreational vehicle, motorcycle, trailer, two or four wheeled vehicles or other similar vehicles or boats or other items similar vehicles or boats or other items used for water activities shall be parked or located on any Lot unless parked or located within an enclosed garage, and they shall not be parked or left overnight on a street in the Subdivision. No other vehicles of any kind may be parked or located on any lot unless such vehicles will fit in a garage within an 8 foot tall door. Vehicles which are habitually parked overnight on streets within the Subdivision may be towed and stored at the direction of the Developer or the Homeowners Association, in their sole discretion, and the Lot owner shall be responsible for all towing and storage expenses.

21. **FUEL TANKS.** No oil, gas or other fuel tanks or unsightly objects shall be allowed on any Lot in the Subdivision or placed in the basement or garages of any dwelling unless approved by the Developer and in compliance with all governmental laws.

22. **SIGNS.** No signs shall be permitted in the Subdivision, except that any owner of any Lot who desires to sell said Lot shall be permitted to place a "FOR SALE" sign on said Lot. Model home or display signs shall also be permitted in connection with original construction on any Lot.

23. **ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred or kept upon any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that no household may have more than a total of four (4) household pets at one time. Pets shall be controlled by their owners throughout the Subdivision, including, without limitation, all yards and streets, in such a manner as to not become an annoyance or nuisance to neighbors. All pet facilities maintained and/or located on any Lot must be approved by the Developer, in advance, in writing.

24. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Garage sales shall require the approval of the Developer or the Homeowners Association.

25. **FIRE ARMS.** There shall be no hunting with or discharge or shooting of any fire arms, bows or any other weapon upon any of the real estate included within the Subdivision.

26. FRACTIONAL LOTS. No residence may be erected or placed on less than a full Lot, except where less than one full Lot is utilized in connection with an adjacent or abutting full Lot for the construction and maintenance upon the combined parcel of real estate of a single family dwelling in all other respects complying with the terms and provisions of these covenants.

27. WAIVER OF REMONSTRATION RIGHTS. Each Lot Owner in the Subdivision hereby waives his or her right to remonstrate against, or in connection with, any rezoning filed by the Developer on any other portion of Spring Creek Subdivision or any property adjacent to Spring Creek Subdivision, including without limitation any future sections of Spring Creek Subdivision.

28. ACCEPTANCE OF DEED. The acceptance of a deed of conveyance to any Lot or a part thereof in the Subdivision by any person shall be construed to be acceptance and an affirmance by said person of each and all of the covenants, conditions, reservations and restrictions aforesaid, whether or not the same be set out or specified in such conveyance.

29. INJUNCTIVE RELIEF. Each and all of the covenants, reservations, conditions and restrictions contained herein shall inure to the benefit of all owners of Lots in the Subdivision jointly and severally, and may be enforced by them or by any of them, individually, or by the Developer or the Homeowners Association, as the case may be, in any court of competent jurisdiction by injunction or other appropriate remedy. The party adjudged to have violated any of said restrictions shall be liable to the aggrieved party for reasonable attorney fees incurred in the enforcement thereof. The owner of any Lot in this subdivision and/or the Developer and/or the Homeowners Association established hereby shall have the right to enforce said covenants, conditions and restrictions without proof of pecuniary damage to any Lot owner's property in the Subdivision or otherwise.

Notwithstanding the foregoing, neither the Developer, the Homeowners Association nor any Lot owner shall have an affirmative obligation to seek enforcement of the covenants, conditions and restrictions contained herein and the failure of any party to strictly enforce these covenants, conditions and restrictions shall not constitute a waiver of such party's or any other party's right in the event of any subsequent violation of these covenants, conditions and restrictions.

30. PASSAGEWAY. Except as is provided to the contrary herein, no owner shall permit or authorize anyone to use a portion of any Lot as a passageway or means of ingress or egress to or from any contiguous property including, without limitation, contiguous property owned by the Lot owner, nor shall any utility easements be granted by a Lot owner without the approval of the Developer, nor shall a Lot owner permit the use of any drainage easements by or for any public utilities except for such public utility installations which go across drainage easements in a perpendicular fashion; however, the terms of this paragraph 30 shall not apply to any Lots then owned by the Developer. The Developer shall have the right to enforce this Paragraph 30 for a period of five (5) years following the date upon which the Developer no longer owns any lots in Spring Creek Subdivision, in addition to any other enforcement rights of the Developer contained in these Restrictions.

31. **CHANGING OF LOT DIMENSIONS.** It is expressly understood and agreed that the Subdivision Developer shall have the right to change, alter, adjust or re-adjust the dimensions of any Lot owned by the Developer situated in the Subdivision.

32. **DRAINAGE OF WATER FROM ADJOINING REAL ESTATE.** All owners of Lots in this Subdivision, including, without limitation, all future expansions of Spring Creek Subdivision, are hereby notified that due to the topography of the portions of the real estate which lie adjacent to or nearby the Subdivision and other real estate which may be included within Spring Creek Subdivision, it may be necessary to drain surface water, including stormwater, from such real estate located outside the Subdivision across common areas of the Subdivision and into any lake or lakes of the Subdivision, including future expansions of Spring Creek Subdivision. All such Lot owners agree that such drainage shall be permitted.

33. **INVALIDATION OF A RESTRICTION OR CONDITION.** Invalidation of any of the foregoing covenants, conditions or restrictions by judgment or order of a court shall in no way affect any of the other covenants, conditions or restrictions, all of which shall remain in full force and effect.

34. **ENFORCEMENT OF THESE RESTRICTIONS.** Each of these Restrictions shall inure to the benefit of and be enforceable by any one or more of the following:

- (a) any Lot owner in the Subdivision;
- (b) the Developer; and
- (c) the Homeowners Association.

Enforcement may be by injunction or for damages or other appropriate remedy. The party adjudged to have violated any of these Restrictions shall be liable to the aggrieved party for any reasonable attorneys' fees incurred in connection with enforcement of these Restrictions, which amount shall be fixed by the court hearing said matter. Those entitled to enforce these Restrictions shall have the right to enforce these Restrictions without proof of pecuniary damage.

In the event of any remedial action taken by the Developer and/or the Association as a result of any Lot Owner's failure to comply with the Restrictions contained herein, the Lot Owner shall be required to reimburse the Developer or the Association, as the case may be, for all costs incurred in connection with such remedial action, upon demand. Any such amounts which are not paid upon demand shall become a lien against such Lot enforceable by the Developer or the Association by foreclosure in the same manner as mechanic's liens are enforceable in the State of Indiana, together with interest at 18% per annum, plus reasonable attorney fees and costs. The Developer's enforcement rights contained in these Restrictions shall continue after the Developer's sale of all Lots in the Subdivision.

35. **GRIEVANCE PROCEDURES.** Notwithstanding anything contained herein to the contrary, the grievance procedures set forth in IC 32-25.5-5, et. seq. (the "Grievance Procedures")

shall apply to the Association and to all members of the Association with respect to any "claims" as defined in IC 32-25.5-5-2. However, in the event the application of the Grievance Procedures does not result in resolution of a particular claim and legal proceedings are thereafter commenced, these Restrictions shall control the resolution of a claim, including the provisions of the Restrictions which provide for recovery of attorney fees incurred in enforcement of these Restrictions, and the Grievance Procedures shall have no further application to that particular claim. Further notwithstanding anything contained herein to the contrary, the Grievance Procedures shall not be applicable to the Developer, in any event, in the exercise of any of the Developer's rights hereunder or in the enforcement or any of the terms contained in these Restrictions. If the Lot owner requests a meeting pursuant to the Grievance Procedures and the Association is unable to schedule such meeting with the Lot owner for a period of fifteen (15) days following the Lot owner's request due to the Association's inability to contact the Lot owner, despite its reasonable efforts, or due to the Lot owner failing or refusing to make himself or herself available for such a meeting, the Lot owner will be deemed to have not requested a meeting and the Association shall be entitled to proceed with legal proceedings against the Lot owner under the Grievance Procedures.

36. **BINDING EFFECT OF RESTRICTIONS; AMENDMENT.** Except as is provided to the contrary in this paragraph 36, these Restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions and covenants are recorded. Thereafter, said restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 75% of the then owners of the Lots in the Subdivision has been recorded agreeing to change, modify or eliminate said covenants and restrictions in whole or in part. Notwithstanding the foregoing, the Developer may amend these Restrictions at any time, in its sole discretion, until such time as the Developer no longer owns any Lots in Spring Creek Subdivision and for a period of one (1) year thereafter. In addition, these Restrictions shall be subject to amendment upon the consent of at least Seventy-five percent (75%) of the members of the Association.

IN WITNESS WHEREOF, the Developer has caused these restrictions to be duly executed this 21st day of July, 2017.

SPRING HAVEN, LLC

By: \_\_\_\_\_

  
John J. Elpers, Jr., Manager

STATE OF INDIANA )  
 ) SS:  
COUNTY OF VANDERBURGH )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above-named John J. Elpers, Jr., a Manager of SPRING HAVEN, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument as his free and voluntary act and deed for and on behalf of said company.

WITNESS my hand and Notarial Seal this 21st day of July, 2017.

*Brittani E. Frank*  
Notary Public

Brittani E. Frank  
Printed Signature

My Commission Expires:

My County of Residence:  
Vanderburgh



This instrument prepared by: Scott S. Stone, Esq. ✓  
**Stone & Stratman, LLP**  
915 Main Street, Suite 404  
P. O. Box 1135  
Evansville, Indiana 47706-1135  
Telephone: (812) 425-5345  
Facsimile: (812) 425-5430

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.

/s/Scott S. Stone ✓

BRITANNI E FRANK  
Notary Public - Seal  
State of Indiana  
My Commission Expires Aug 28, 2020

**EXHIBIT "A"**  
**Spring Creek, Section One Description**

Part of Lot 2 in Martin Bell Subdivision, as per plat thereof, recorded in Document 2013R-002629 in the Office of the Recorder of Warrick County, Indiana and being part of the Northwest Quarter of the Southeast Quarter of Section 22, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana and being more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 22; thence along the north line of said Quarter Quarter Section, South 88 degrees 58 minutes 14 seconds East 353.40 feet to the point of beginning; thence continue along the north line of said Quarter Quarter Section, South 88 degrees 58 minutes 14 seconds East 322.73 feet to a corner of Martin Bell Subdivision, as per plat thereof, recorded in Document 2013R-002629 in the Office of the Recorder of Warrick County, Indiana; thence along the boundary of said subdivision, South 00 degrees 31 minutes 28 seconds West 40.00 feet to a corner of Lot 2 in said subdivision and being on the south 40-foot right-of-way of Vann Road; thence along the north line of said Lot 2 and along the south 40-foot right-of-way of Vann Road, South 88 degrees 58 minutes 14 seconds East 632.11 feet to a point on the east line of the Northwest Quarter of the Southeast Quarter of said Section 22; thence along the east line of said Quarter Quarter Section, South 00 degrees 37 minutes 31 seconds West 448.71 feet; thence North 88 degrees 58 minutes 14 seconds West 730.34 feet; thence South 59 degrees 02 minutes 37 seconds West 112.62 feet; thence North 01 degree 01 minute 46 seconds East 59.65 feet; thence North 88 degrees 58 minutes 14 seconds West 257.50 feet; thence South 01 degree 01 minute 46 seconds West 50.49 feet to the beginning of a curve to the left having a central angle of 90 degrees 27 minutes 45 seconds, a radius of 25.00 feet and a chord dimension of South 44 degrees 12 minutes 07 seconds East 35.50 feet; thence along the arc of said curve 39.47 feet; thence South 00 degrees 34 minutes 01 second West 50.00 feet to the beginning of a curve to the right having a central angle of 04 degrees 01 minute 56 seconds, a radius of 75.00 feet and a chord dimension of North 87 degrees 25 minutes 01 second West 5.28 feet; thence along the arc of said curve 5.28 feet; thence South 06 degrees 36 minutes 35 seconds West 120.86 feet to a point on the south line of said Lot 2 in Martin Bell Subdivision; thence along the south line of said Lot 2, North 89 degrees 25 minutes 59 seconds West 188.60 feet to the southwest corner thereof and being on the east variable width right-of-way of Bell Road; thence along the west line of said Lot 2 and along the east variable width right-of-way of Bell Road, North 00 degrees 24 minutes 40 seconds East 446.90 feet to the beginning of a curve to the left having a central angle of 89 degrees 22 minutes 54 seconds, a radius of 25.00 feet and a chord dimension of South 44 degrees 16 minutes 47 seconds East 35.16 feet; thence along the arc of said curve 39.00 feet; thence South 88 degrees 58 minutes 14 seconds East 84.84 feet to the beginning of a curve to the left having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord dimension of North 46 degrees 01 minute 46 seconds East 35.36 feet; thence along the arc of said curve 39.27 feet; thence South 88 degrees 58 minutes 14 seconds East 50.00 feet to the beginning of a curve to the left having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord dimension of South 43 degrees 58 minutes 14 seconds East 35.36 feet; thence along the arc of said curve 39.27 feet; thence South 88 degrees 58 minutes 14 seconds East 100.00



feet; thence North 01 degree 01 minute 46 seconds East 313.70 feet to the point of beginning and containing a gross area of 12.593 acres, more or less.

Also, the following offsite easements which are to remain in full force and effect until such a time that the next section of this subdivision or a new subdivision, affecting all or a portion of these easements, is approved by Warrick County and recorded in the Warrick County Recorder's office.

1. A Variable Width Public Utility Easement lying north of and adjacent to the north right-of-way line of Wyatt Court. This easement is located to the east of Bell Road and to the west of Cora Court. The limits of this easement are defined by the dimensions shown on this plat.
2. A Variable Width Restricted Public Utility Easement lying at the northwest quadrant of the intersection of Wyatt Court and Cora Court. The limits of this easement are defined by the dimensions shown on this plat.
3. A Variable Width Public Utility Easement lying north of and adjacent to the north right-of-way line of Wyatt Court to the east of Cora Court and to the west of Lot 40. The limits of this easement are defined by the dimensions shown on this plat.
4. A 12-foot Restricted Public Utility Easement lying west of and adjacent to the west line of Lots 40, 41, 42 and 43. This easement lies between the north right-of-way of Wyatt Court and the south line of an existing 12-foot Sanitary Sewer Easement to the Town of Newburgh in Document 2004R-013301 in the Office of the Recorder of Warrick County, Indiana. The limits of this easement are defined by the dimensions shown on this plat.
5. A Variable Width Drainage Easement lying south of and adjacent to the south line of Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 and also east of and adjacent to the east line of a Sanitary Sewer Easement to the to the Town of Newburgh in Document 2016R-007713 in the Office of the Recorder of Warrick County, Indiana. The limits of this easement are defined by the dimensions shown on this plat.
6. A Lake Maintenance and Storm Drainage Easement lying south of and adjacent to the south line of Lots 25, 26, 27 and 28. The limits of this easement are defined by the dimensions shown on this plat.
7. A 10-foot wide Public Utility Easement lying south of and adjacent to the south line of Offsite Easement Number 7 and east of and adjacent to the east right-of-way line of Cora Court. The limits of this easement are defined by the dimensions shown on this plat.
8. A 15-foot wide Restricted Public Utility Easement extending east from the northeast corner of Lot 33. The limits of this easement are defined by the dimensions shown on this plat

Subject to the right-of-way for Vann Road off the north side thereof.

Also, subject to a 12-foot Sanitary Sewer Easement in favor of the Town of Newburgh, Indiana and recorded in Document 2004R-013301 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to a 10-foot Public Utility Easement along the north side of Lot 2 in Martin Bell Subdivision, as per plat thereof, recorded in Document

2013R-002629 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to a 10-foot Public Utility Easement along the west side of Lot 2 in Martin Bell Subdivision, as per plat thereof, recorded in Document 2013R-002629 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to a 10-foot Public Utility Easement and 10-foot Drainage Easement along the south side of Lot 2 in Martin Bell Subdivision, as per plat thereof, recorded in Document 2013R-002629 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to a 5-foot Public Utility Easement granted to Warrick County in Document 2013R-003576 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to a Permanent and Temporary Sanitary Sewer Easement granted to the Town of Newburgh, Indiana in Document 2016R-007713 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to a Permanent Sanitary Sewer Easement granted to the Town of Newburgh, Indiana in Document 2016R-010941 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to all other easements, rights-of-ways, and restrictions of record.

**EXHIBIT "B"**  
**Remainder of the Spring Haven, LLC tract**

Part of Lot 2 in Martin Bell Subdivision, as per plat thereof, recorded in Document 2013R-002629 in the Office of the Recorder of Warrick County, Indiana and being part of the Northwest Quarter of the Southeast Quarter of Section 22, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana and being more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 22; thence along the north line of said Quarter Quarter Section, South 88 degrees 58 minutes 14 seconds East 258.71 feet to the point of beginning; thence continue along the north line of said Quarter Quarter Section, South 88 degrees 58 minutes 14 seconds East 94.69 feet; thence South 01 degree 01 minute 46 seconds West 313.70 feet; thence North 88 degrees 58 minutes 14 seconds West 100.00 feet to the beginning of a curve to the right having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord dimension of North 43 degrees 58 minutes 14 seconds West 35.36 feet; thence along the arc of said curve 39.27 feet; thence North 88 degrees 58 minutes 14 seconds West 50.00 feet to the beginning of a curve to the right having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord dimension of South 46 degrees 01 minute 46 seconds West 35.36 feet; thence along the arc of said curve 39.27 feet; thence North 88 degrees 58 minutes 14 seconds West 84.84 feet to the beginning of a curve to the right having a central angle of 89 degrees 22 minutes 54 seconds, a radius of 25.00 feet and a chord dimension of North 44 degrees 16 minutes 47 seconds West 35.16 feet; thence along the arc of said curve 39.00 feet to a point on the west line of said Lot 2 in Martin Bell Subdivision and being on the east variable width right-of-way of Bell Road; thence along the west line of said Lot 2 and along the east variable width right-of-way of Bell Road, North 00 degrees 24 minutes 40 seconds East 50.27 feet to a corner of said Lot 2; thence along the boundary of said Lot 2 and parallel with the north line of said Quarter Quarter Section, South 88 degrees 58 minutes 14 seconds East 217.80 feet; thence parallel with the west line of said Quarter Quarter Section, North 00 degrees 31 minutes 28 seconds East 238.71 feet to the point of beginning and containing a gross area of 1.009 acres, more or less.

Subject to the right-of-way for Vann Road off the north side thereof.

Also subject to a 12-foot Sanitary Sewer Easement in favor of the Town of Newburgh, Indiana and recorded in Document 2004R-013301 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to a 10-foot Public Utility Easement along the west side of Lot 2 in Martin Bell Subdivision, as per plat thereof, recorded in Document 2013R-002629 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to Offsite Easements 1, 2, 3 and 4 as shown on the plat of Spring Creek Subdivision, Section 1, recorded in Document 2017R-005208 in the Office of the Recorder of Warrick County, Indiana. These easements are to remain in full force and effect until such a time that the next section of this subdivision or a new subdivision, affecting all or a portion of these easements, is approved by Warrick County and recorded in the Warrick County Recorder's office.

Also, subject to all other easements, rights-of-ways, and restrictions of record.

### **EXHIBIT B CONT'D**

### **Spring Creek PUD Description**

Part of Lot 2 in Martin Bell Subdivision, as per plat thereof, recorded in Document 2013R-002629 in the Office of the Recorder of Warrick County, Indiana and being part of the Northwest Quarter of the Southeast Quarter of Section 22, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana and being more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 22; thence along the west line of said Quarter Quarter Section, South 00 degrees 31 minutes 28 seconds West 736.21 feet to a point on the extended south line of said Lot 2 in Martin Bell Subdivision; thence along the extended south line and the south line of said Lot 2 in Martin Bell Subdivision, South 89 degrees 25 minutes 59 seconds East 230.50 feet to the point of beginning; thence North 06 degrees 36 minutes 35 seconds East 120.86 feet to the beginning of a curve to the left having a central angle of 04 degrees 01 minute 56 seconds, a radius of 75.00 feet and a chord dimension of South 87 degrees 25 minutes 01 second East 5.28 feet; thence along the arc of said curve 5.28 feet; thence North 00 degrees 34 minutes 01 second East 50.00 feet to the beginning of a curve to the right having a central angle of 90 degrees 27 minutes 45 seconds, a radius of 25.00 feet and a chord dimension of North 44 degrees 12 minutes 07 seconds West 35.50 feet; thence along the arc of said curve 39.47 feet; thence North 01 degree 01 minute 46 seconds East 50.49 feet; thence South 88 degrees 58 minutes 14 seconds East 257.50 feet; thence South 01 degree 01 minute 46 seconds West 59.65 feet; thence North 59 degrees 02 minutes 37 seconds East 112.62 feet; thence South 88 degrees 58 minutes 14 seconds East 730.34 feet to a point on the east line of said Lot 2 in Martin Bell Subdivision and being a point on the east line of the Northwest Quarter of the Southeast Quarter of said Section 22; thence along the east line of said Lot 2 and along the east line of said Quarter Quarter Section, South 00 degrees 37 minutes 31 seconds West 236.94 feet to the southeast corner of said Lot 2 in Martin Bell Subdivision; thence along the south line of said Lot 2 in Martin Bell Subdivision, North 89 degrees 25 minutes 59 seconds West 1076.48 feet to the point of beginning and containing a gross area of 5.869 acres, more or less.

Subject to all easements, rights-of-ways, and restrictions of record.

Also, subject to a 10-foot Public Utility Easement and 10-foot Drainage Easement

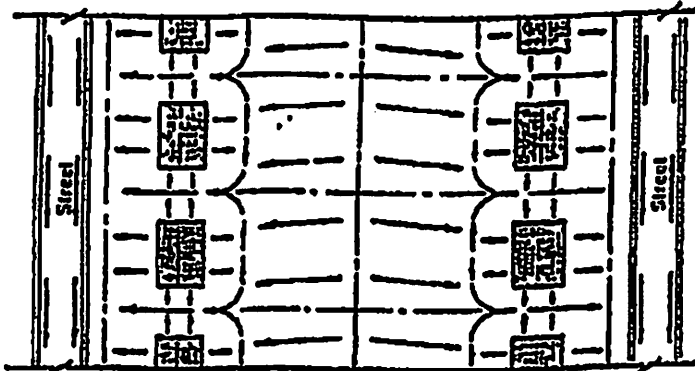
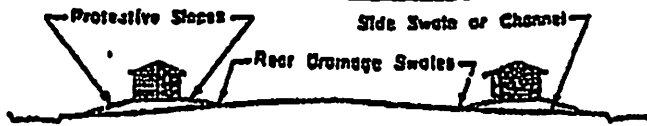
along the south side of Lot 2 in Martin Bell Subdivision, as per plat thereof, recorded in Document 2013R-002629 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to a 5-foot Public Utility Easement granted to Warrick County in Document 2013R-003576 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to a Permanent and Temporary Sanitary Sewer Easement granted to the Town of Newburgh, Indiana in Document 2016R-007713 in the Office of the Recorder of Warrick County, Indiana.

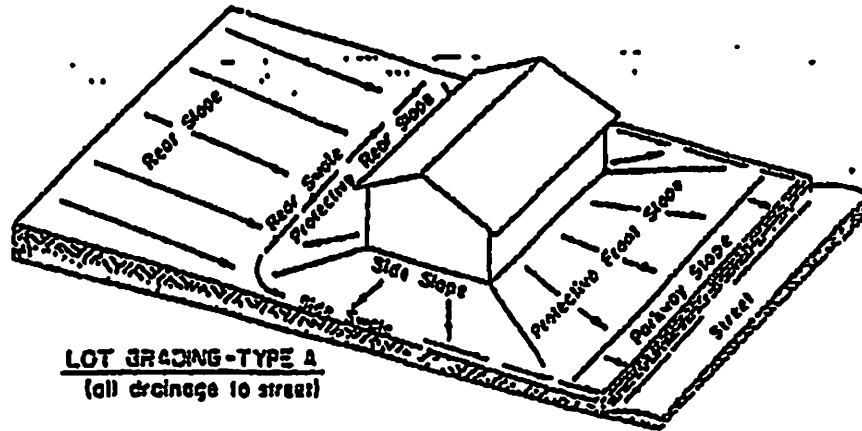
Also, subject to all other easements, rights-of-ways, and restrictions of record.

# LAND GRADING - URBAN AREAS



**LOT GRADING - TYPE A**

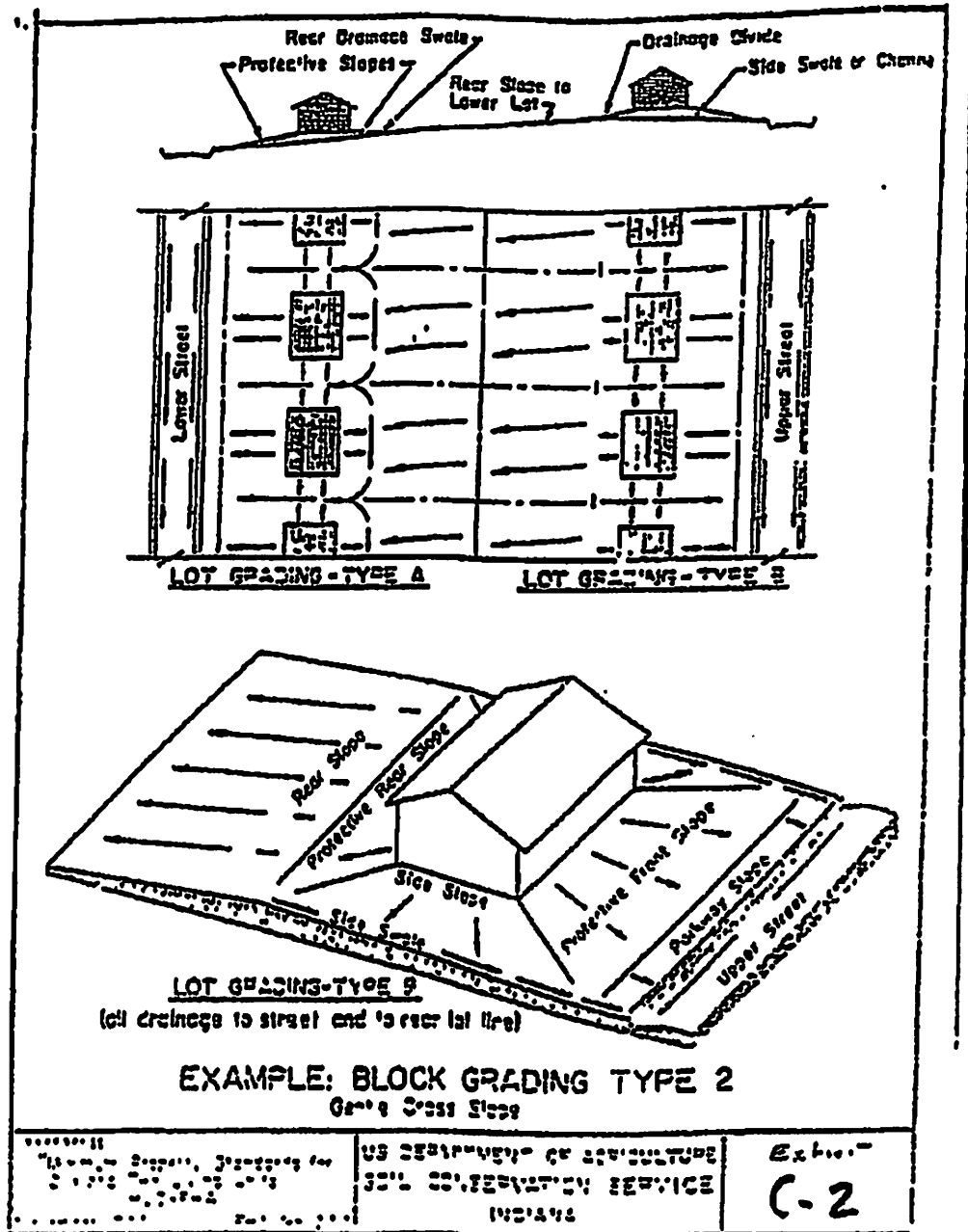
**LOT GRADING - TYPE A**

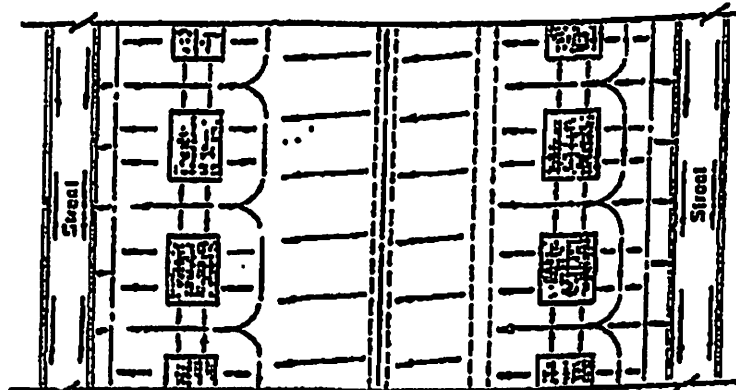
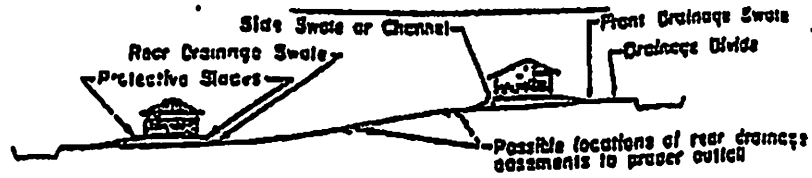


**LOT GRADING - TYPE A**  
(all drainage to street)

## EXAMPLE: BLOCK GRADING TYPE I Ridge Along Rear Lot Lines

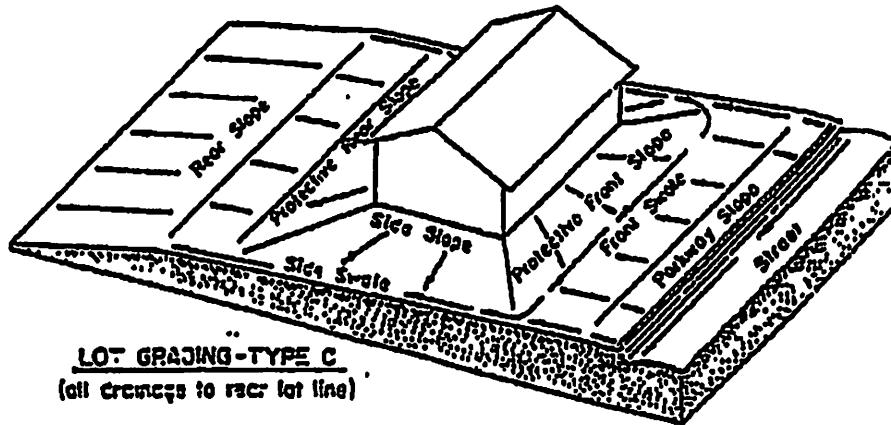
16-2447-1 Minimum Property Standards for One and Two Living Units HUD-PHA 11-1-1977 1978 PHA 1-2 1977	US DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE INDIANA	Exhibit C-1
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**LOT GRADING - TYPE A**

**LOT GRADING - TYPE C**

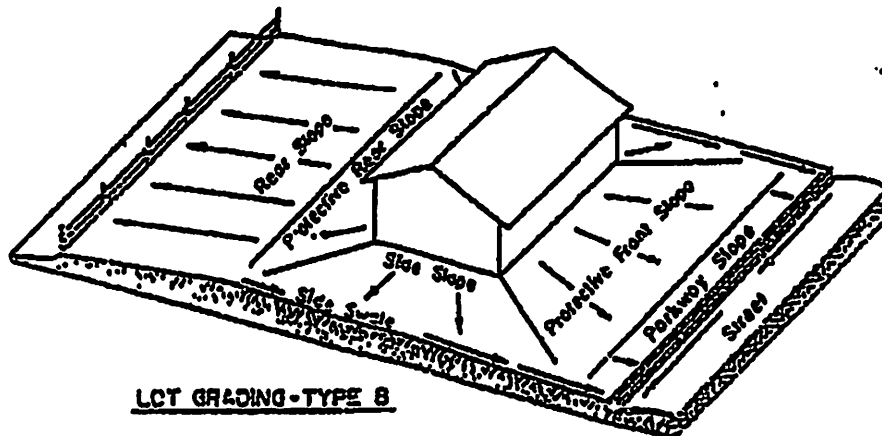
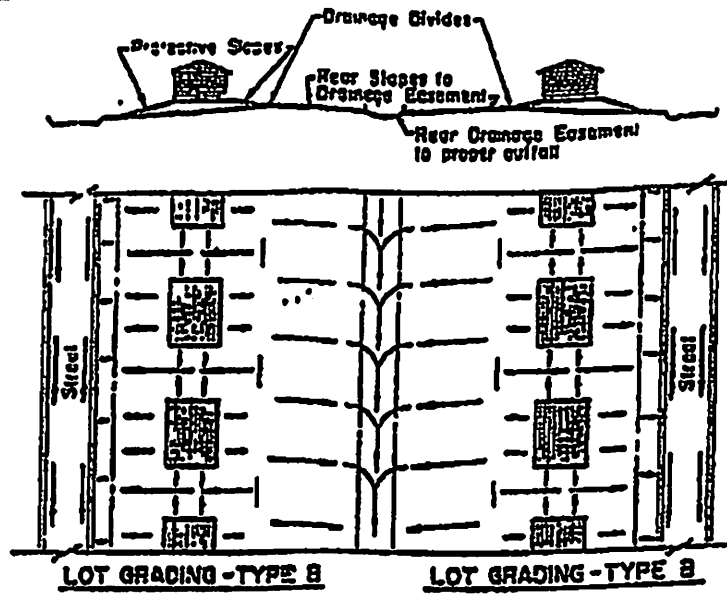


**LOT GRADING - TYPE C**  
(all drainage to rear lot line)

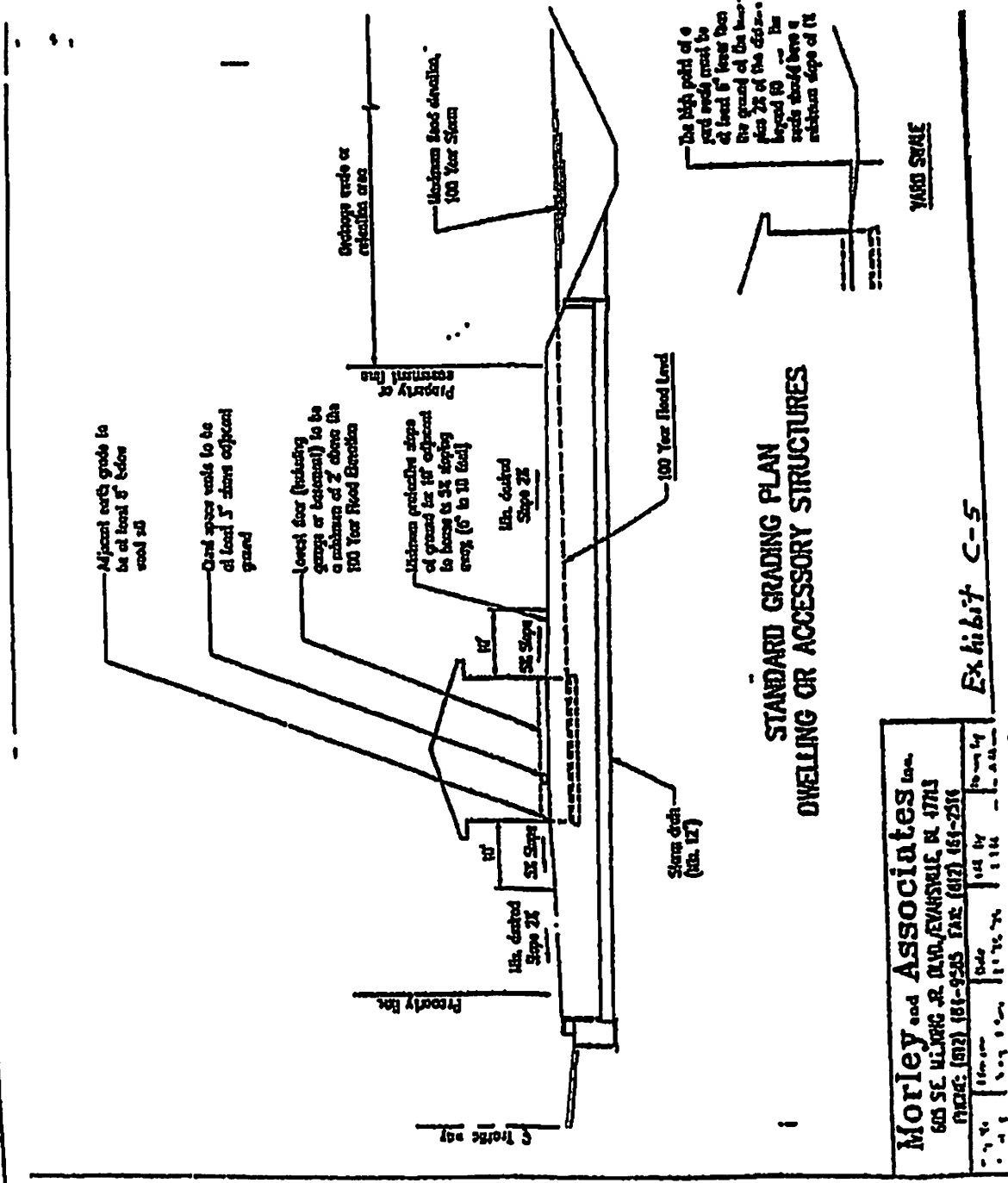
**EXAMPLE: BLOCK GRADING TYPE 3**  
Steep Cross-Slopes

<p>Approved "Minimum Property Standards for One and Two Living Units" HUC-214 November 1955 FMS 42, 320</p>	<p>US DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE INDIANA</p>	<p>Exhibit <b>C-3</b></p>
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**EXAMPLE: BLOCK GRADING TYPE 4**  
Valley Along Rear Lot Lines



**STANDARD GRADING PLAN  
DWELLING OR ACCESSORY STRUCTURES**

**Morley and Associates Inc.**  
 600 SE MILWAUKEE RD. DUNDY/EVANSVILLE, IN 47713  
 PHONE: (812) 141-9245 FAX: (812) 141-2311

Exhibit C-5

The high point of a yard needs to be at least 1' above the ground of the base beyond 10' - the yards should have a minimum slope of 1%

YARD SPACE

5' Traffic way

Priority Easement

Priority Easement

Adjacent earth grade to be at least 6" below

Drain space needs to be at least 3" above adjacent ground

Lowest floor (including garage or basement) to be a minimum of 2' above the 100 Year Flood Elevation

Minimum protective steps of ground for 10' adjacent to house to 5% sloping away (6" to 10 feet)

12" dashed Slope 2%

12" dashed Slope 2%

12" dashed Slope 2%

12" dashed Slope 2%

12" dashed Slope 2%

Storm drain (12" dia.)

100 Year Flood Level

Minimum flood elevation, 100 Year Storm

Overlays grade or refutation area

Spring Haven LLC  
21 Mt. Ashley Road  
Evansville, In. 47711

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