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GREENWOOD SPRINGS

MICHAEL B. BROWN
RECORDER

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GREENWOOD
SPRINGS**



Revision 10/4/2015

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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GREENWOOD SPRINGS

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GREENWOOD
SPRINGS**

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GREENWOOD SPRINGS,
A PLANNED UNIT DEVELOPMENT**

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made as of November 15, 1990, by The Donet Corporation, an Indiana corporation ("Developer").

The above Declaration of Covenants, Conditions and Restrictions are being replaced by this revised Declaration by the Greenwood Springs Home Owners Association an Indiana not for profit Corporation as of October 4, 2015.

RECITALS

A. The Greenwood Springs homeowners are the owners of record of certain real estate in the City of Crown Point, Lake County, Indiana, which real estate is more particularly described on Exhibit A (the "Property").

B. The covenants, conditions and restrictions contained in this Declaration shall be enforceable as to the property and shall run with the Property.

I. Definitions. As used in this Declaration, unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as provided in this Article:

A. Assessment. That portion of the cost of maintaining, repairing, and managing the Property and its common areas to be paid by each Owner of a Lot as set forth in the Articles of Incorporation and the By-Laws of the Greenwood Springs Homeowners Association, Inc.

B. Association. The Greenwood Springs Homeowners Association, Inc., a not-for-profit corporation organized under the laws of the State of Indiana.

C. Board of Directors. The Board of Directors of the Association, which shall serve as its governing body.

D. Common Area. All real property owned by the Association for the common use and enjoyment of the Members of the Association

E. Declaration. This instrument, including any amendments or supplements hereto.

F. Dwelling Unit. A residential townhome of not less than 1,300 square feet, exclusive of basement, constructed or to be constructed on a Lot.

G. Expenses. The actual and estimated cost of the following:

1. Maintenance, management, operation, repair, and replacement of the Common Area which are the responsibility of the Association to maintain, manage, operate, repair, and replace, including taxes and municipal Assessments;

2. All sums lawfully assessed against Owners by the Association;

3. Expenses agreed upon as common expenses by the Association;

4. Any other items held by or in accordance with other provisions of this Declaration or as required by statute; and

5. All insurance and fidelity bond coverage.

H. Lot. A portion of the Property designated as a Lot on the Plat and upon which one individual Dwelling Unit is constructed.

I. Member. Any person or entity who holds membership in the Association.

J. Owner. The record Owner (whether one of more persons or entities) of fee simple title to any Lot which is part of the Property.

K. Plat. The First Amended Plat of Greenwood Springs dated the 15 day of November, 1990, and recorded as Document Number 134766, in Plat Book 69, at Page 46, in the Office of the Recorder of Lake County, Indiana, on the 16 day of November, 1990, as the same may be from time to time revised to reflect the location of Lots and placement and construction of Dwelling Units upon the Lots.

L. Property. All real property included in the Greenwood Springs planned development, including twenty (22) residential townhouse and all other buildings, improvements, and structures located on the Property, and all easements, rights, and appurtenances belonging thereto.

II. Membership and Voting Rights.

A. Membership. Each Owner shall be a Member of the Association. For the purpose of determining membership, such ownership will be deemed to have vested upon recording of a duly executed deed, memorandum of contract, or other instrument establishing a change of record title or beneficial interest to a Lot in the Office of the Recorder of Lake County, Indiana. The membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

B. Voting Rights. There shall be one vote and one voting Member for each Lot regardless of the number of persons who may have an ownership interest in a Lot or the manner in which title is held by them. The vote of the Owners of a Lot owned by more than one person shall be cast by the person named in a certificate signed by all of the Owners of the Lot and filed with the secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If the certificate is not on file, the vote of such Owner shall not be considered in determining the requirement for a quorum nor for any other purposes.

C. Number and Term of Board of Directors. The initial Board of Directors shall consist of not less than three (3) nor more than seven (7) directors who shall serve for one (1) year.

D. Election of Board of Directors. Election of directors shall be conducted as provided in the By-Laws of the Association.

III. Property Rights.

A. Members' Easement and Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to every Lot and is subject to the following provisions:

1. The right of the Association to pass reasonable rules;
2. The right of the Association to suspend the voting rights of a Member for the following:
 - (a) Any delinquent assessment against such Member's Lot; or,
 - (b) Any infraction of the terms and provisions of this Declaration or the By-Laws or the rules and regulations of the Association.

3. The right of the Board of Directors on behalf of the Association to levy Assessments as provided in this Declaration;

4. The easements of record, and any easements which may be granted, for utilities such as drainage, water, gas,

electricity, telephone, cable television, and any other necessary utilities;

5. The right of the Association, in accordance with the Articles, By-Laws and this Declaration, to borrow money for the purpose of improving the Common Area and to secure such loans by mortgages on the Common Area.

B. Access Easement. Every Member shall have an easement for ingress and egress to such Member's Lot over and across the Common Area and such easements as are designated on the plat. Such easement shall be appurtenant to and shall pass with the title to every Lot.

C. Parking Rights. No parking shall be allowed in driveways as designated on the Plat as from time to time revised, or in areas used as access to private garages, except by the Owner of the Lot appurtenant to such driveway or access area and his guests. The Association shall have the right to enforce the provisions of this paragraph and shall designate any reasonable means of enforcement in the rules and regulations which it may promulgate.

D. Easement for Encroachment. Notwithstanding any other provision contained in this Declaration, in the event that any Lot containing a Dwelling Unit or any improvement to any Dwelling Unit encroaches upon any of the Common Area or encroaches on adjoining Lots, then a perpetual easement appurtenant to such Lot and Dwelling Unit shall exist for the continuance of any such encroachment on the Common Area or an adjoining Lot. Such easement shall apply to all parts of a Dwelling Unit, as originally constructed, or any appurtenances thereto, together with all replacement parts or appurtenances.

IV. Covenants for Maintenance Assessments.

A. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Dwelling Unit owned by its within the Property, hereby covenants and each Owner, by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agrees to pay to the Association the following:

1. Annual Assessments or charges; and
2. Special Assessments for capital improvements, such Assessments to be fixed, established, and collected from time to time as provided in this Declaration.

Each Assessment, together with such interest, costs, and reasonable attorneys' fees imposed for its collection, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment was levied.

B. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members, for the improvement and maintenance of the Property, and the services, utilities, and facilities devoted thereto and related to the use and enjoyment of the Common Area and the Lots. Such uses shall include, but are not limited to: the cost of the Association of all taxes, insurance, repair, replacement, and maintenance of the Common Area, including any pavements, curbs, sidewalks, rights-of-way, and lighting facilities and including any retention pond and streams; the repair, maintenance, and replacement of all underground and surface draining; the maintenance of the roofs and exteriors of the Dwelling Units as may from time to time be authorized by the Board of Directors; repair, maintenance, and replacement of driveways, pumps, lift stations, security stations, fencing, entrance gates, fountains, and Common Area lighting; and other facilities and activities including, but not limited to, mowing grass, caring for the grounds, landscaping, garbage pick-ups, snow removal, and other charges either required by this Declaration or deemed necessary or desirable by the Board of Directors to meet the primary purpose of the Association.

C. Annual Assessments. The Board of Directors shall prepare and adopt an annual budget of the estimated common expenses of the Property in accordance with the By-Laws of the Association. The total annual assessment shall be at least equal to the total estimated common expenses contained in the budget and it shall be paid by the Owners as assessed by the Board of Directors at such times and in the manner determined by the Board of Directors. The Board of Directors shall also have the right to increase or decrease the amount of the annual Assessment from time to time as the requirements of the annual budget may dictate. The Assessment year shall be as established by the Board of Directors.

D. Special Assessments for Capital Improvements. In addition to the annual assessments above authorized, the Association may levy, in any Assessment year, a special Assessment applicable to that Assessment year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds of the votes of all Members entitled to vote at a meeting called for that purpose.

E. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph IV. D. shall be sent to all Members not less than fifteen (15) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the Members in person or by proxy entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting. Such subsequent meeting shall be held no more than sixty (60) days following the preceding meeting.

F. Allocation of Assessments. Both annual and special Assessments shall be allocated by the Association against a Lot by dividing the aggregate amount of such annual or special Assessments by the number of Lots. Assessments shall be collected on a monthly or such other basis as established from time to time by the Board of Directors.

G. Date of Commencement of Annual Assessments. Annual Assessments shall commence for a Lot in the first month following the month in which conveyance of such Lot to an Owner occurs, or at such later date as determined by the Board of Directors from time to time. Such Assessment may be prorated for a calendar year for the purpose of uniform commencement of annual Assessments. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. In the event the Board of Directors fails to prorate the Assessment, the amount of the last annual Assessment shall remain in effect for the ensuing year. Written notice of any changed amount of the annual Assessment shall be sent to every Owner subject to the Assessment. The Association shall, upon demand at any time, furnish a certificate in writing, signed by an officer of the Association, stating whether the Assessments on a specified Lot have been paid. A reasonable charge may be assessed for the issuance of this certificate. Such certificate shall be conclusive evidence of payment or nonpayment of any Assessment.

H. Lien of Assessments.

1. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all the aliens and encumbrances on such Lot, except for liens for all sums unpaid on a first mortgage or on any mortgage to Declarant duly recorded in the Office of the Recorder of Lake County, Indiana, and all amounts advanced pursuant to any such mortgage and secured thereby in accordance with the terms of such instrument.

2. All the persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for Assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

I. Effect of Nonpayment of Assessments; Remedies of the Association.

1. Any Assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any Member who has not paid within ten (10) days following the due date. If the Assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest (not to exceed the maximum legal rate) on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the Assessment remains unpaid after sixty (60) days, the Association may, as the Board of Directors shall determine, commence suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose such lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Lot. No Owner may waive or otherwise except liability for the Assessments provided for herein, including, by way of illustration but not limitation, abandonment of the Lot.

2. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent Assessments, then to any unpaid installments of the annual Assessment or special Assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual Assessment or special Assessments which are the subject matter of suit in the order of their coming due.

V. Party Walls.

A. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Dwelling and placed on the dividing line between two Lots shall constitute a party wall and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage through the negligence or willful acts or omissions shall apply. No Owner shall cut through or make any penetration through a party wall for any purpose.

B. Sharing of Repair and Maintenance. The cost of repair and maintenance of a party all shall be shared by the Owners of the Lots who share the party wall, in equal proportions.

C. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who shares the wall may restore it and, if any other Owners of Lots share the wall, they shall contribute to the cost or restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to demand a larger contribution from any other Owner or Owners under any rule of law regarding liability for damages caused by negligent or willful acts or omissions.

D. Right to Contribution Runs with the Land. The right of an Owner to contribution from any other Owner under this Article V shall be appurtenant to the Property and shall pass to such Owners or successors in title.

VI. Architectural Control.

A. Association Approval. No exterior addition, change, or alteration shall be made by any Owner until the plans and specifications showing the nature, kind, shape, height, color, materials, and location shall have been submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by the Board of Directors or by an architectural committee consisting of three (3) or more persons appointed by the Board of Directors. The Board of Directors shall have the absolute right, in its sole discretion, to withhold any approval sought pursuant to the terms of this paragraph.

B. Decorating Scheme. Each Dwelling Unit shall have a uniform and coordinated exterior decorating scheme, and each Lot shall have a coordinated and sightly landscaping scheme. Any substantial deviation from the original exterior decoration and landscaping provided or approved by the Developer or the Board of Directors or its architectural committee shall require the written approval of the Board or architectural committee. Awnings, canopies, exterior shutters and other similar decor may not be added without the consent of the Board of Directors or its architectural committee first had and obtained. The Board of Directors may withhold any consent sought to be obtained pursuant to this paragraph in its sole discretion.

C. Antennae.

No antennae or satellite dish or any other equipment shall be permitted on the roofs. The board of directors shall approve the location of satellite dishes.

VII. Exterior Maintenance; Utilities; Association's Responsibility.

A. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance on each Lot as follows: repair, reasonable/shared replacement, and care for roofs, gutters, downspouts, exterior building surfaces, exterior security lights and bulbs, decks, driveways, parking areas, and other exterior improvements. The Association shall be responsible for painting of exterior surfaces and landscaping, lawn mowing and snow removal on all Lots and in the Common Area. The Association, for itself and its agents, is hereby granted the right to enter in and upon all Lots and Dwelling Units for the purposes of such repair and maintenance, painting, landscaping, lawn mowing, and snow removal. The maintenance obligations of the Association do not include the following:

1. Cleaning, repair, or replacement of glass surfaces;
2. Cleaning, repair, or replacement of exterior doors of each Dwelling Unit, other than painting;
3. Cleaning, repair, or replacement of garage doors of each Dwelling Unit, other than painting;
4. Cleaning, repair, or replacement of decks;
5. Maintenance, repair, or replacement of air conditioning systems serving the Dwelling Units, all of which are the sole responsibility of the Owners of Lots and Dwelling Units.

B. Liability of Owner. In the event that the need for maintenance and repair is caused through the willful or negligent act or omission of the Owner, his family or guests, the cost of such maintenance or repairs shall be added to and become a part of the Assessment for such Owner's Lot.

C. Utilities. The Association may pay water utilities, garbage pick-up and removal fees, and any charges for utilities which are not separately metered or otherwise directly charged to Owners. However, the Board of Directors of the Association may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of each Owner's share of such expenses as determined by the Board. The Board reserves the right to levy additional Assessments against any Owner to reimburse the Association

for excessive use by such Owner of any utility service paid for by the Association. The Board of Directors of the Association shall have the absolute right to designate exclusive vendors for garbage pick-up and other services serving the Property.

D. Responsibility of Owners Homeowners are responsible for keeping all landscape, decks and other improvements on their lots in a well-maintained, clean, neat and in attractive condition at all times, so as not to detract from the value of the Greenwoods Springs Property Owners. Owners shall maintain a current Homeowners Insurance Policy at all times. Any damage to the exterior or the dwelling that is eligible for repair or replacement by the Homeowners Insurance Policy shall be used toward the cost of repair or replacement.

VIII. Insurance.

A. Common Area. The Board of Directors of the Association shall maintain public liability insurance, to the extent obtainable, against liability for any negligent acts of commission or omission attributable to the Association or its Members which occurs in or on the Common Area. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance: (1) fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the facilities on the Common Area, in an amount equal to their full replacement values, and (2) workers' compensation insurance. In addition, the Board of Directors shall have the right to obtain directors' and officers' liability insurance, fidelity insurance and any other insurance it may deem proper to protect the Association, its Members and the Property. All insurance premiums for such coverage shall be paid for by the Association and assessed as appropriate to all Owners.

B. Dwelling Units.

1. Each Owner shall be required to obtain and maintain adequate insurance of his Dwelling Unit, which shall insure the Dwelling Unit for its full replacement value, with no deductions for depreciation, against loss by fire or other hazards. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Such insurance shall be subject to acceptance and approval by the Board of Directors of the Association and shall contain a clause which provides ten (10) days' prior written notice to the Board of Directors before such policy can be cancelled. Each Owner shall be required to supply the Board with evidence of insurance coverage on his Dwelling Unit which complies with the provisions of this paragraph. If the insurance provided under this paragraph has not otherwise been adequately obtained by each Owner, as determined by the Board, then the Board shall obtain such insurance coverage. Insurance obtained by the Board of Directors in this fashion shall be written in the name of the Association as trustee for the benefit of each Owner. The premiums for such

insurance obtained by the Board shall not be a part of the Association's common expense, but shall be a special Assessment levied against the Owner for whose benefit such insurance was obtained, payable upon receipt of an invoice therefor from the Association.

2. To the extent obtainable, each Owner shall be required to obtain and maintain general liability insurance against liability for any negligent act of commission or omission occurring within a Dwelling Unit or upon a Lot. Such insurance shall be subject to acceptance and approval by the Board of Directors of the association, and each Owner shall be required to supply the Board with evidence of such insurance coverage. If the insurance provided for under this paragraph has not otherwise been adequately obtained by each Owner, as determined by the Board, then the Board may obtain such insurance coverage. Insurance obtained by the Board of Directors in this fashion shall be written in the name of the Association as trustee for the benefit of such Owner. The premiums for such insurance obtained by the Board shall not be a part of insurance obtained by the Board shall not be a part of the Association's common expense, but shall be a special Assessment levied against the Owner for whose benefit such insurance was obtained, payable upon receipt of an invoice therefor from the Association.

C. Repair or Replacement of Damaged or Destroyed Property.

1. Each Owner shall be required to reconstruct or repair any Dwelling Unit destroyed by fire or other casualty covered by insurance. In the event of damage or destruction by fire or other casualty to any Dwelling Unit covered by insurance, then such Owner shall, with the concurrence of the Owner's mortgagee, if any, within thirty (30) days of the receipt of the insurance proceeds, contract for or otherwise substantially start the repair or rebuilding of the damaged or destroyed portions of the Dwelling Unit in a good and workmanlike manner, in conformance with the original plans and specifications. If such Owner refuses or fails for any reason to so repair or rebuild as provided, then the Association, by and through its Board of Directors is hereby irrevocably authorized by such Owner to repair and rebuild such damaged or destroyed portions of the Dwelling Unit in a good and workmanlike manner in conformance with the original plans and specifications thereof. In such event, the Board shall levy a special Assessment against such Owner in whatever amount sufficient to adequately pay for such repair or rebuilding.

2. In the event any damage or destruction of a Dwelling Unit is covered by insurance written in the name of the Association as a trustee, such insurance proceeds shall be deposited in a bank or other financial institution, subject to withdrawal only by the signature or signatures of an agent or agents duly authorized by the Board. If no repair or rebuilding has been contracted for or otherwise substantially receipt of the

insurance proceeds, the Board shall itself initiate the repair or rebuilding of the damaged or destroyed portions and/or exterior of the Dwelling with the original plans and specifications. The Board of Directors may advertise for sealed bids from any licensed contractors and may then negotiate with such contractors. In the event the insurance proceeds are insufficient to fully pay the costs of repairing and/or rebuilding the damaged or destroyed portions in a good and workmanlike manner, the Board shall levy a special Assessment against the Owner in whatever amount sufficient to make up the deficiency. If the insurance proceeds exceed the cost of repairing and/or rebuilding, such excess shall be paid over to respective Owner and/or the Owner's mortgages in such portions as shall be independently determined by such parties.

D. Administration Fee. Should the Association obtain the insurance coverage on a Dwelling Unit pursuant to Paragraph B of this Article, then the Association may charge and the applicable Owner shall be responsible for, as a special Assessment against the Lot, an administration fee of One Hundred Dollars (\$100.00).

E. Non-Liability. Notwithstanding anything to the contrary in this Article contained, the Association, its Board of Directors or officers shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Dwelling Unit.

IX. Use Restrictions.

A. Separate Estate. Each Lot shall be conveyed as a separately designated and legally described freehold estate, subject to the terms, conditions, and provisions of this Declaration.

B. Use. Lots created and designated from time to time upon the Plat are hereby reserved for single family residential use and shall have erected thereon Dwelling Units, being single family townhomes, joined together by a common exterior roof and foundation.

C. Construction. All Dwelling Units on the Lots shall be of new construction.

D. Temporary Structures. No structures of a temporary character such as a trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Lot or any other portion of the Property at any time as a permanent or temporary residence.

E. Signs. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on any Lot or other portion of the Property, nor shall the Property or any Lot thereon be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot. No business activities of any kind whatsoever shall be conducted in any Dwelling Unit or on any portion of the Property

F. Storage. All equipment, garbage cans, woodpiles, or storage piles shall be kept screened to or stored so as to conceal them from the view of neighboring Lots and streets. All rubbish, trash, or garbage shall be regularly removed from all Lots and shall not be allowed to accumulate on the Lots.

G. Other Easements. The Common Areas shall also be subject to utility easements for sewer, waste, drainage, gas, electricity, telephone, cable, and any other necessary utilities as shown on the Plat. Such utilities shall have the right to install and to maintain meters, connection boxes, and any related equipment within the easement or on the walls of any structures adjacent to the easements and shall have the right to enter upon the Lots to repair, remove, replace, service the utilities, and read the meters, boxes, and related equipment.

H. Parking. The parking areas of the Property shall not be used for parking of commercial trucks and vehicles, except temporarily or incidentally for the making of pick-ups and deliveries to neighboring Lots, and shall not be used for storage of disabled vehicles. Sidewalks, parking areas, private drives, and walkways shall not be obstructed with bicycles, toys, or other materials.

I. Reservation of Common Use. The Common Area is reserved for the common use and enjoyment of the owners, their families and invitees, subject to rules and regulations governing such use and enjoyment as may be adopted by the Association.

J. Rules and Regulations. Regulations concerning use of the Property may be promulgated from time to time by the association as provided in this Declaration. Such regulations shall not impair or limit the rights of mortgages as provided in this Declaration.

K. Pets. Except for tropical fish and a parakeet-size bird, one domestic house pet, i.e., a dog of not greater than 30 pounds at maturity or a small cat shall be permitted to be kept in a Dwelling Unit. Dogs shall not be left unattended by an Owner outside of a Dwelling Unit. Permitted pets shall be kept subject to the rules and regulations adopted by the Association for the keeping of pets. Pets shall not be kept, bred or maintained for any commercial purposes, and pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Dwelling Unit upon seven (7) days' written notice from the Association. Tropical fish or parakeet-size birds may be kept in a Dwelling Unit as authorized by the Board of Directors of the Association.

L. Clothes Lines. No garments, rugs, etc. shall be hung from windows or doorways of Dwelling Units, and no clothes lines or similar type structures shall be permitted on any Lot, except as approved by the Board of Directors of the Association.

M. Air-Conditioning Units. No Owner shall install or permit to be installed any window-mounted or through-the-wall mounted air conditioning unit in his Dwelling Unit.

N. Security Lights. No Owner shall interfere with the security lighting attached to any Dwelling Unit or garage so as to limit the effectiveness of such lighting. Garage carriage lights are on a dusk to dawn sensor. These lights are to be kept on at all times for security and a uniform appearance.

X. Amendment.

A. Vote. This Declaration may be amended upon the affirmative vote or written consent of at least a majority of the Owners. Amendments to this Declaration shall become effective upon recordation in the Office of the Lake County, Recorder, unless a later effective date is specified therein.

XI. Termination. The Declaration shall be terminated, if at all, in the following manner:

A. Agreement. The termination of the Declaration may be effected by the agreement of all Owners and first mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Office of the Recorder of Lake County, Indiana.

B. Agents of Owners. The members of the Board of Directors acting collectively as agents for all Lot Owners shall continue to have such powers as in this Article XI are granted, notwithstanding the fact that the Association itself may be dissolved upon termination.

XII. General Provisions.

A. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect or invalidate any of the other provisions, which other provisions shall remain in full force and effect.

B. Enforcement. The Association, or any Owner, shall have a right of action against and the right to enforce any provision of this Declaration in any proceeding at law or in equity. Any Owner found to be in violation by a court of competent jurisdiction of any provision of this Declaration shall also be liable for reasonable attorneys' fees incurred by the Association or incurred by any owner in prosecuting such action, together with the actual costs incurred by the developer and the Association (including personnel time and related expenses) in prosecuting such action. The amount of such attorneys' fees and costs, together with court costs, if unpaid, shall constitute an additional lien against the defaulting Owner's Lot,

enforceable as the liens established by this Declaration. Failure by the Association or by any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right.

C. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

D. Right of Action. The Association, and any aggrieved Owner, shall have a right of action against any Owner who fails to comply with the provisions of the By-Laws or Articles of Incorporation of the Association, or its rules and regulations. Each Owner shall have a similar right of action against the Association for its failure to comply with the provisions of such documents. The Association or any Owner found to be in violation by a court of competent jurisdiction of any provision of any of such documents shall also be liable for reasonable attorney's fees and other actual expenses (including personnel time costs of the Association) incurred by the Association or incurred by any Owner in prosecuting such action.

E. Alienation. Except as otherwise provided for in this Declaration, the Association may not restrict an Owner's right to sell, transfer, or convey his Lot.

1. Each Dwelling Unit shall be occupied by an Owner and his or her immediate family.

F. Rights of Mortgage Holders, Insurers, or Guarantors. The Holder, insurer, or guarantor of a mortgage on any Lot is entitled to timely written notice of any of the following:

1. Any condemnation or casualty loss that affects either material portion of the Property or the Lot securing its mortgage;
2. Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds a mortgage;
3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
4. Any proposed action that requires the consent of a specified percentage of all eligible mortgage holders.

To obtain the foregoing information, the mortgage holder, insurer, or guarantor shall send a written request to the Association setting both its name and address and the Lot number or address of the Lot on which it holds, insures, or guarantees a mortgage.

G. Gender and Grammar. The singular, wherever used herein, shall be construed to be in the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

H. Captions. The captions of each article and section and paragraph hereof, as to the contents of each article and paragraph, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular article or paragraph to which they refer.

I. Law. This Declaration shall be construed and interpreted in accordance with the law of the State of Indiana.

J. Separate Taxes. It is intended that real estate taxes are to be separately taxed to each Owner for his Lot. In the event that for any year such real estate taxes are not separately taxed to an Owner but are taxed on the Property or some part thereof, then such Owner shall pay the amount thereof attributable to his Lot or Dwelling Unit as shall be determined by the Board of Directors of the Association.

XIII. Indemnification; Limitation of Liability.

A. Indemnification. The Association and each and every Owner shall indemnify and every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon them in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer or director. Directors shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful malfeasance, misfeasance, misconduct or bad faith. Officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may be Members of the Association), and the Association shall indemnify and forever hold them free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which the officer or director, or former officer or director, may be entitled. As provided for in this Declaration, the Association may, as a common expense, maintain adequate liability insurance to fund this obligation, if such insurance is reasonably available and affordable.

B. Limitation of Liability. Notwithstanding anything to the contrary herein, it is expressly agreed, and each Owner, by accepting title to a Lot and becoming an Owner acknowledges and agrees, that no officer, shall have any personal liability to the Association, or any Owner, Member or other person, arising under, in connection with, or

resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration or the Association-

IN WITNESS WHEREOF,

By a vote of the majority of the homeowners at the annual meeting on 10/04/15 the revisions to these DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GREENWOOD SPRINGS have been adopted.

GREENWOOD SPRINGS HOA

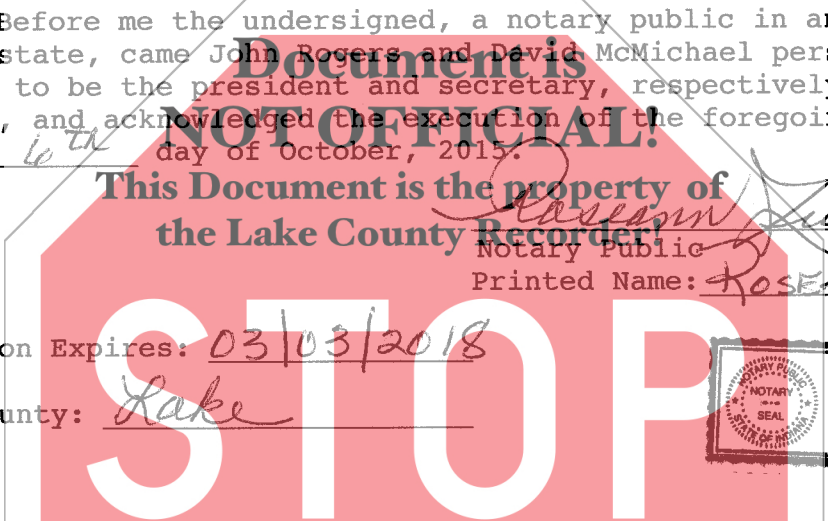
BY: John Rogers
JOHN ROGERS, President

ATTEST:

David McMichael
DAVID MCMICHAEL, Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me the undersigned, a notary public in and for said county and state, came John Rogers and David McMichael personally known to me to be the president and secretary, respectively, of said corporation, and acknowledged the execution of the foregoing instrument with day of October, 2015.



Notary Public

Printed Name: ROSEANN QUILLING

My Commission Expires: 03/03/2018

Resident County: Lake

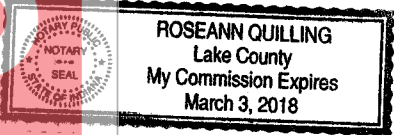


EXHIBIT A

Part of the SE 1/4, SE 1/4, SE 1/4, Section 8, Township 34 North, Range 8 West of the Second Principal Meridian, commencing at a point on the West line of the SE 1/4, SE 1/4 of said Section 8 and 13.5 feet North of the SE 1/4 corner thereof; thence North along the East line of the SE 1/4, SE 1/4, SE 1/4 of said Section 8 a distance of 651.26 feet to the Northeast corner thereof; thence West along the North line of the SE 1/4, SE 1/4, SE 1/4 of said Section 8 a distance of 450 feet; thence South and parallel with the East line of the SE 1/4, SE 1/4, SE 1/4 of said Section 8 a distance of 664.76 feet to the South line thereof; thence East along the South line of the SE 1/4, SE 1/4, SE 1/4 or said Section 8 a distance of 200.90 feet to a point of curve; thence Northeasterly along a curve to the left with a radius of 737.35 feet a distance of 99.85 feet to a point of tangent; thence East tangential of 99.85 feet to a point of tangent; thence East tangential to the afore described curve ad parallel with the South

line of the SE 1/4, SE 1/4, SE 1/4 of said Section 8 a distance of 50 feet to the point of beginning, contain 6.820 acres, all in the City of Crown Point, Lake County, Indiana.

