

# Creekside Association

PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS



Amendments and Revised Creekside Covenants Recorded: February 15, 2012

Approved by the Blackford County Area Plan Commission: February 14, 2012

Approved by Creekside Association voting membership: December 15, 2011

Covenants Study Team presented final draft at annual association meeting October 8, 2011

Proposed revisions distributed: June 26, 2011 (draft #1) and September 16, 2011 (draft #2)

Covenants Study Team appointed at annual association meeting: October 9, 2010

Original Creekside Association Covenants Recorded: July 1, 1994

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS AS PART  
OF THE CREEKSIDE ADDITION TO THE CITY OF HARTFORD CITY, INDIANA

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENA.**

**OF THE CREEKSIDE ADDITION TO THE CITY OF HARTFORD CITY, INDIANA**

*December 15, 2011*

Creekside Company, LLC, hereby declare that they are the owners of the real estate shown and described in this plat and do hereby layoff, plat and subdivide said real estate as a Planned Unit Development in accordance with the information shown on the plat, being the certified plat attached hereto and incorporated herein. The Planned Unit Development shall be known as Creekside, an Addition to the City of Hartford City, Indiana.

Except as herein provided, all lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Addition, without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Addition, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The Lots are numbered from 1 through 144 (Lots Numbered 33 and 34 are intentionally omitted) plus Out Lot A. All streets and easements specifically shown are described and are hereby expressly dedicated to public use for their usual and intended purposes.

Additionally, Lots Numbered 1 through 11 and 56 through 71 are impressed with additional covenants which are set forth in a document entitled "Declaration of Additional Covenants for Certain Lots in Creekside Addition", which additional covenants, should they conflict with covenants set forth herein, shall control.

Out Lot A is reserved for the construction of not more than 50 apartment dwelling units to be owned and controlled by a common owner. None of the covenants, agreements, restrictions, easements and limitations herein set forth applies to Out Lot A. Where special provision is made for certain identified lots, the special provision, rather than the general provision, shall control.

1. Definitions. The terms hereinafter set forth shall have the following meanings:
  - a. "Developer" shall mean Creekside Company LLC, a United liability company organized under the Indiana Business Flexibility Act.
  - b. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more

- c. "Dwelling Unit" shall mean any portion of a building designated and intended for use and occupancy as a residence by a single family located upon a lot, including the garage and any appurtenances.
- d. "Owner" shall mean and refer to the holder, whether one or more persons or entities, of the fee simple title to any lot or part thereof situated in the Addition, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.
- e. "Lessee" shall mean and refer to a person leasing from an Owner, whether one or more persons or entities, of any "Dwelling Unit" situated in the Addition.
- f. "Association" shall mean and refer to the duly established Creekside Association, Inc., to which all owners must belong.
- g. "Common Area" shall mean and refer to those areas of land shown on any recorded plat and intended to be devoted to the common use and enjoyment of the Owners and Lessees in the Addition but shall not include areas leased or conveyed to Blackford Golf Club, Inc., its successors and assigns.
- h. "Street" shall mean any street, avenue, roadway, cul-de-sac or boulevard of whatever name which is shown on the recorded plat of said Addition, and which has been heretofore and is hereby dedicated to the public for the purpose of a public street or boulevard purposes.
- i. "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain other approvals in connection with improvements and developments.

2. Use. Lots numbered 12 through 55 and 72 through 130 are reserved for single family Dwelling Units only. Lots Numbered 1 through 11 and 56 through 65 are reserved for single or double family Dwelling Units and Lots Numbered 66 through 71 are reserved for single, double or tri-family Dwelling Units. Lots 131 through 144, only if combined, are reserved for double or triple family Dwelling Units. Each Dwelling Unit located on lots 1 through 130 must have an attached two (2) or more car garage with minimum width of 20 feet.

3. Driveways. All driveways from the street to the garage shall be of cement surface and not less than twenty (20) feet in width. Exception is allowed for lot numbered 32 whose driveway comes off of county road 100 west. The driveway for lot 32 shall be of cement surface of not less than 12 feet in width from county road 100 west until within forty (40) feet of garage; from this point to the garage the driveway shall not be less than twenty (20) feet.

4. Minimum Area; Single Family Dwelling Units. No Dwelling Unit shall be erected or permitted on Lots 19 through 27 and Lots 131 through 144 having a ground floor area upon the foundation, exclusive of open porches, breezeways or garage, of less than 1,350 square feet in the case of a one-story dwelling, nor less than 825 square feet for a Dwelling Unit of more than one story with a total of not less than 1350 square feet. No Dwelling Unit shall be erected or permitted on Lots 12 through 18 and Lots 47 through 55 having a ground floor area upon the foundation, exclusive of open porches, breezeways or garage, of less than 1,500 square feet in the case of a one story dwelling, nor less than 850 square feet for a Dwelling Unit of more than one story with a total of not less than 1500 square feet. No Dwelling Unit shall be erected or permitted on Lots 28 through 32, Lots 35 through 46, and Lots 72 through 130 having a ground floor area upon the foundation, exclusive of open porches, breezeways or garages, of less than 1,700 square feet in the case of a one story dwelling, nor less than 900 square feet for a dwelling of more than one story with a total of not less than 1700 square feet. Any exceptions from above may be approved by the Architectural Control Committee.

5. Minimum Area; Double or Tri Family Dwelling Units. No Double or Tri Family Dwelling Unit shall be erected or permitted on Lots 1 through 11 and Lots 56 through 70 having a ground floor area upon the foundation, exclusive of open porches, breezeways or garages, of less than 1,100 square feet in the case of a one story dwelling, and less than 800 square feet in the case of a dwelling of more than one story. In case a single family dwelling unit is constructed on lots authorized for more than single family dwelling units, the same restrictions as apply to Lots 12 through 18 and Lots 47 through 55 shall apply.

6. Building Lines. No Dwelling Unit or other structure (including a fence or wall) shall be erected, placed or located on any lot nearer to the front lot line (or nearer to the side lot line on corner lots) than the minimum building set-back line as shown on the attached plat or nearer to a line measured 34 feet from the outside edge of the abutting street curb, whichever set-back allows for the shortest set-back distance. No Dwelling Unit or other structure shall be located nearer than 8 feet to any side lot line. No Dwelling Unit or structure shall be located on any interior lot nearer than 30 feet to the rear lot line. On a corner lot, no Dwelling Unit or structure shall be located nearer than 8 feet to the interior lot line. No tree, shrub, planting or other obstruction shall be permitted which obstructs a clear view at intersections. Exceptions to rear set back lines may be approved by the Architectural Control Committee where unique physical characteristics of the lot may suggest the need for exception.

7. Further Subdivision. No lot approved for single family dwellings shall be further subdivided without prior approval of the Architectural Control Committee and Blackford Area

Plan Commission. Lots 1 through 11 and Lots 56 through 70 may be subdivided by the lot owner without additional approvals to the number of Dwelling Units authorized by these covenants and restrictions with zero interior lot lines.

8. Single Owner Contiguous Lots. Whenever two or more contiguous Lots in the Addition shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Architectural Control Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit.

9. Yard Lights. Each Dwelling Unit with the exception of those constructed on Lots 131 through 144 shall have automatically controlled yard light or other illumination device to be installed in front yard fifteen (15) feet (plus or minus one foot) from the road right-of-way. Such yard lights or illuminating devices will be of such design and construction as shall be approved by the Architectural Control Committee; said Committee shall also have the authority to approve a change in the location of said yard lights or illuminating device.

10. Signs. No sign shall be erected or permitted, except designation and informational signs located in the commons area; except one sign of not more than five (5) square feet advertising the property for sale or rent, and signs used by a builder to advertise the property during the construction and sales period, or an open house sign. Campaign signs shall not be placed in commons area. However campaign signs can be placed within a home owner's lot at homeowner's discretion, campaign signs are not to be more than five (5) square feet, all campaign signs must be removed within 48 hours following related voting date. Specific informational signs for e.g. weddings, garage sales, graduation, and relay for life shall not remain over 72 hours. A sign of not more than five (5) square feet referring to a family member who is a member of a local school team is permitted in the family's lot during the related season.

11. Fences. It is the stated purpose of these covenants is to preserve an open look throughout the addition which is unobstructed to the greatest extent possible by fences. All proposed fencing, including patio privacy fencing, must be approved in writing by the Architectural Control Committee. Additionally, no fences shall be permitted in the back 25 feet of any lot abutting land dedicated to the golf course; only open fencing shall be permitted to enclose an approved in ground swimming pool; any fence to screen an approved storage unit must be of vertical board construction, with one end of the enclosure being the outside wall of

the residence and the fence must be painted the same color or of the same material as the dwelling wall. Generally, fences should be visible only at a minimum from surrounding dwellings and the street when viewed from a location in front of the dwelling or the golf course.

12. Swing Sets and Play Equipment. No swing sets or play equipment will be permitted in the rear twenty-five (25) feet of any Lot abutting land dedicated to the golf course.

13. Landscaping. Each lot when completed must be landscaped with the minimum of 6 trees (with two (2) 2-1/2" diameter hardwood trees) and a minimum of 10 shrubs located on front yard between street and the Dwelling Unit or Units.

14. Maintenance of Lots and Dwelling Units. No Lot and no Dwelling Unit shall be permitted to become overgrown, unsightly or to fall into disrepair. All Dwelling Units shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Architectural Control Committee. Each Owner, for himself and his successors and assigns, hereby grants to the Association, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the Architectural Control Committee to carry out the intent of this provision and they further agree to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments pursuant to Paragraph No. 33 hereafter, and such amounts shall become a lien upon the Lot as provided at Paragraph No. 33.

15. Nuisances. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution or which constitutes a nuisance or which is hazardous by reason of fire, explosion or in violation of the laws of the State of Indiana or any political subdivision thereof. Examples of nuisances:

a. The burning trash, leaves, or open fires, the only exception is a fire confined within a small fire pit for the sole purpose of preparing food.

b. Using, operating or permitting to be played, used or operated any machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants.

c. Using any motor vehicle with or without the attachment of various appurtenances thereto so as to create loud or unnecessary grating, grinding, rattling or other noise or noises. This shall include the use of any vehicle said use of which causes excessive noise as a result of a defective or modified exhaust system, or as a result of unnecessary rapid acceleration, deceleration, revving the engine, or tire squeal.

d. No lot shall be used for the purpose of raising, breeding or keeping animals, livestock or poultry except as household pets, providing the same are not kept, bred or maintained for any commercial purpose. All fuel or oil storage tanks shall be installed underground or located within the main structure of the dwelling, its basement or attached garage. No unlicensed or unregistered automobiles or motorized vehicles may be parked or maintained on any lot. No motor vehicle may be disassembled or be allowed to remain in a state of disassembly on any lot but, instead, shall be equipped at all times for on-road driving.

16. Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within the Dwelling Unit. Firewood must be placed adjacent to the Dwelling Unit behind a visual barrier screening this area so that it is not visible from neighboring streets, golf course, or lots. Exceptions must be approved in writing by the Architectural Control Committee.

17. Storage and Temporary Structures. No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, motor home, basement, tent, camping trailer, garage, barn, tool shed, or other outbuilding shall be either used or located on any lot or adjacent to any lot or public street, or right-of-way with-in the subdivision or used as a residence either temporarily or permanently.

18. Solar Panels and Water Barrels.

a. No solar panels attached to a home or installed on any lot detached from a home shall be permitted unless the design is approved in writing by the Architectural Control Committee.

b. Water barrels. Water barrels shall be located at the rear of house and shall not be visible when viewing immediately in front of the house. However, an exception is made for corner lots; if a water barrel is placed on a corner lot at a location other than at the back of the house, then appropriate landscaping is highly recommended around water barrel for the purpose of reducing the visibility of the barrel.

19. Vehicles and Trailers. No camping trailer, trailer, boat trailer, commercial vehicle, semi-trailer, semi-tractor, or motor home shall be neither used or located on any driveway or any lot, adjacent to any lot, public street, or right-of-way with-in the subdivision. The exceptions to above stipulation are: a. Vehicle or trailer kept inside attached garage, b. Moving truck for the purpose of moving in or out of Creekside addition, c. Boat for the purpose of seasonal preparation, not to exceed 24 hours, d. Vehicles belonging to visitors of an association member, not to exceed seven (7) days. Association member's vehicles shall not be parked on the street over 72 hours.

20. Pools and Tennis Courts. No above ground pool which requires a filtration system shall be placed or maintained on any lot. No above ground pool which is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any lot without written approval of the Architectural control Committee. No in ground pool will be permitted in front of a dwelling, and the pool must be entirely within the rear and side building lines. All pools must be enclosed by a fence of the approved styles. Tennis courts shall be permitted only with the prior written approval of the Architectural Control Committee.

21. Mailboxes and Newspaper Boxes. The Initial type, location, and installation of mailboxes and newspaper boxes shall be uniform and in accordance with design specifications established by the Architectural Control Committee. Any exception to design specifications must be approved in writing by of the Architectural Control Committee.

22. Short Wave Radio and Ham Antennas No ham or short wave radio antenna shall be attached to any Dwelling unit. No free standing ham or short wave radio antenna shall be permitted on any Lot.

23. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot in the subdivision shall be completed within twelve (12) months after the beginning of such construction. No improvement which has been partially or totally destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage without the written approval of the Architectural Control Committee.

24. Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. Each Dwelling Unit must have a minimum of 250 Square feet of masonry (brick or stone) visible from the street. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

25. Approval of Improvements by Architectural Control Committee. In order to maintain harmonious structural design and lot grades, no dwelling building, tool sheds or out buildings shall be erected, permitted or altered, or improvements made on any lot (and construction shall not be commenced) until the construction plans and specifications, and a site plan showing the location of the structure on lot, including grade elevations, have been approved by the Architectural Control Committee. The Creekside Association Board of Directors shall act as The Architectural Control Committee. A set of plans of each improvement, with detailed front, side and rear elevations and floor plans showing square footage and grade elevations, shall be submitted to the Architectural Control Committee. The Committee's approval or disapproval of said plans shall be in writing; in the event the



Committee, or a majority of its members, shall fail to approve or disapprove said plans within thirty (30) days after all necessary instruments, documents and other information have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this paragraph will be deemed satisfied. All improvements shall be constructed in accordance with the plans and specifications as approved by the Architectural Control Committee and any improvements not so constructed shall be subject to immediate removal at Owner's expense. The provisions herein before provided for violation or attempted Violation of any of these covenants and restrictions shall be applicable hereto. In addition, before any lot or tract within the addition may be used or occupied, said user or occupier shall first obtain the Improvement Location Permit and Certificate of Occupancy required by the Zoning Ordinance of Blackford County. Further, before any living unit within the Addition shall be used and occupied, the Developer shall have installed all improvements serving the lot whereon said living unit is situated, as set forth in Developer's plans filed with the Blackford County Area Plan Commission.

26. Liability. Neither the Developer, the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, Personal Representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting there from. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, not to bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected, in accordance therewith. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

27. Easements. Easements are hereby expressly reserved and dedicated with dimensions, boundaries and locations as designated on the attached plat for the installation and maintenance of public utilities (including, but not limited to, water, gas, telephone, electricity, cable T.V., and any other utilities of a public or quasi-public nature) and sewer and drainage facilities.

a. Any utility company and the Developer, their successors and assigns will have the right to enter upon said easements for any lawful purpose. All easements shall be kept free at all times of permanent structures except improvements installed by an authorized utility and removal of any obstruction by a utility company shall in no way obligate the company to restore the obstruction to its original form. The utility will restore any improvement installed by an authorized utility.

b. No buildings or structures located in the Addition shall be connected with distribution facilities provided by electrical, television or telephone services, except by means of wires, cables or conduits situated beneath the surface of the ground (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Addition, and except for such housing, pedestals or facilities as may be appropriate for connection of utility services for individual lot owners.) Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting services by underground wires or cables.

c. The utility operating the sewer lines and sewage disposal plant for said subdivision shall have jurisdiction over the installation of all sewer connections and the same shall be installed to the property lines of each lot by the developers. No individual water supply system, (except for Lots 28, 29, 30, 31, 32, 33 and 34 which are not initially expected to be served by City water service); or individual sewage disposal system, shall be installed, maintained or used in the Addition with the exception of wells used exclusively for geo-thermal HVAC systems and a well or other water system that may be used for maintaining the quality and quantity of the water in the lakes out of concern about underground water tables and discharge of used-water, geo-thermal HVAC systems must be approved by the Architectural Control Committee. No rain or storm water runoff from roofs, street pavements or otherwise, or any other surface water, shall at any time be discharged into, or permitted to flow into the sanitary sewer system, which shall be a separate sewer system from the storm water and surface water run-off system. No sanitary sewage shall at any time be discharged or permitted to flow into the storm water and surface water run-off sewer system.

28. Sidewalks. Plans and specifications for this subdivision, on file with the Blackford County Area Plan Commission, require the installation of concrete sidewalks within the street rights-of-way in front of all lots except Lots Numbered 22, 25, 26, 27, 28 through 34, and Lots 131 through 144. Installation of said sidewalks shall be the obligation of the owner of any such lot, exclusive of the Developer and shall be completed in accordance with said plans and specifications approved by the Developer prior to the issuance of a Certificate of Occupancy for any such lot, and the cost of said installation shall be a lien against any such lot

enforceable by the Developer, Creekside Association or the Blackford County Area Plan Commission or its successor agency.

29. Flood Protection Grade. Small areas of this Addition are within a defined flood hazard area; however, to minimize potential damages from surface water, protection grades are established as set forth below. All dwellings shall be constructed at or above the minimum protection grades; such grades shall be the minimum elevation of a first floor or the minimum elevation of any opening below the first floor. The construction of basements shall be waterproofed to protect them against the infiltration of groundwater.

30. Access to Golf Course. Access to the grounds controlled by Blackford Golf Club, Inc. shall only be permitted at such locations as shall be agreed to and designated by the Blackford Golf Club, Inc.

31. Easement Across Lots Adjacent to Golf Course. Until such time as a Dwelling Unit is constructed on a Lot which borders a fairway area of ground controlled by Blackford Golf Club, Inc., the Directors of Blackford Golf Club, Inc. shall have a license to permit and authorize their agents and registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass.

32. Creekside Association. The Developer has caused to be incorporated CREEKSIDE ASSOCIATION, INC., a not-for-profit association. The Association shall neither assess nor benefit the owners of Out Lot A and Lots 131 through 144 who shall thereby not qualify for membership; otherwise, only this association shall be recognized and approved by the Developer as the association for all other lot owners within the Addition.

a. Membership. Subject to the above exceptions to membership, one membership shall be created for each lot or living unit planned in the Addition. Membership shall be comprised of owners of lots in Creekside.

b. Membership Transfer. Memberships will transfer from the Developer to his Grantee upon delivery of the deed.

c. Continuing Membership. The purchaser of any lot or living unit in the Addition, shall be a member of said Association and shall continue to be a member of said Association so long as he continues to be the owner of a lot or living unit in the Addition for the purposes herein mentioned. Membership shall pass with the ownership of the land or living.

d. Transfer of Membership Rights and Privileges to Lease. Each owner or in lieu thereof each Lessee of a living unit (with the written consent of such owner to the Association), shall be a member of the Association and have the right to the owner's vote and privileges.

Membership, where assigned to a Lessee or contract purchaser, will pass with the lease or sale instrument, except the owner may withdraw his membership assignment to the Lessee or sale instrument, at his discretion, by a sixty (60) day notice in writing to the Association.

e. Member Voting. An association member can elect to vote in person at a duly called meeting or by completing an association member absentee ballot. If a member does not vote, intentional, or not intentional their member vote shall not count as a yes or a no vote; therefore, that member's vote becomes a non-vote. A non-vote shall not be included in the tallying of the votes. When tallying votes the total number of non-voting members will be deducted from the number of total memberships, thus arriving at the total number of yes and no votes in relationship to total number of voting members. All absentee votes shall be signed by member; address included, dated and turned in to a board member by the stated deadline in order to be included in the tallying of votes.

f. Quorum. At any duly called meeting, at least twenty-five (25) of the memberships of the association in attendance or voting by a prepared absentee ballot shall constitute a quorum.

33. Assessments. Developer, for each lot and/or living unit owned by it within the Addition, hereby covenants, and each owner of any lot or living unit by acceptance of a deed therefore, whether or not, it shall be so expressed in any such deed or conveyance, shall be deemed to covenant, and agree to pay to the Creekside Association, Inc. the Maintenance Fund assessments and charges, as hereinafter provided. Creekside Villa Association, Inc. (see Paragraph No.33) shall assess and collect assessments by Creekside Association, Inc. as a part of its program of assessments and shall remit to Creekside Association, Inc. payment for its assessments in one annual payment.

a. Maintenance Fund. The "Maintenance Fund" assessment shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of the Addition and in particular, for the improvement and maintenance of the lakes, sidewalks, surface drainage system, and all other Common Areas, including, but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the members of the Association in connection therewith. Each lot sufficiently cleared to permit partial or total mowing not built on will be assessed an annual mowing fee. The following assessments will be assessed to all lots that have improved streets.

The amount of said Maintenance Fund Assessments is established as follows:

(i) An annual assessment fee for the calendar year starting January 1, 1995, shall be ten dollars (\$10.00) annually, per assessable membership. As of approximately January 1, 1999, the annual assessment fee was changed to twenty dollars (\$20.00) annually, per assessable membership.

(ii) Mowing fee will be assessed October 1, 1995, for previous season. Mowing fee will be charged only to lot owners who have not built on their lots and have improved streets to said lot.

(iii) For each year thereafter, the Board of Directors of the Association shall establish a budget for such calendar year and shall determine the annual membership assessment required to meet said budget. Such budget and assessment for each calendar year shall be established by the Board of Directors at a meeting to be held not later than October 31<sup>st</sup> for each subsequent calendar year. The Board of Directors shall then mail to all Association members a copy of said budget and notice of the ensuing year's assessment not later than November 15<sup>th</sup> of the year prior to the year to which the assessment is applicable.

(iv) The amount of the assessment set by the Board of Directors for any such calendar year may be changed by the members of the Association at a meeting duly called for that purpose as hereinafter provided. The President or Secretary of the Association shall call a meeting of the membership of the Association, to be held prior to December 31<sup>st</sup> of the year prior to the year in which the assessment is applicable; upon receipt, prior to November 30<sup>th</sup>, of a written petition for assessment review hearing with the signatures of at least twenty percent (20%) of the memberships of the Association. The President or Secretary of the Association shall give at least fifteen (15) days written notice of such meeting to all members.

(v) Any change so adopted in the amount of the assessment set by the Board of Directors must have the assent of fifty-one (51) percent of the memberships of the Association who are voting in person at a meeting duly called for such purpose or by absentee ballot. At any such duly called meeting, at least twenty-five (25) of the members of the association in attendance or voting with a prepared absentee ballot shall constitute a quorum.

b. Collection. Such Maintenance Fund Assessment, together with late fees as follows; ten (10) dollars after being late sixty (60) days after due date, thereafter accumulating ten (10) dollars per month until paid in full, including all unpaid assessments, past and present and all late fees, thereon and costs of collection as hereafter provided shall be a lien, as stipulated in Indiana state law code #32-28-24, upon the property against which each assessment is made. One (1) late notice will be given after thirty (30) days in delinquency. Each such assessment, together with late fees thereon and costs of collection, shall be the personal obligation of the person or persons own such property at the time the assessment fell due. The obligation of the assessment is upon the owner of the property or the living unit and is not transferred, even though the owner may have transferred the membership and voting rights in the Creekside Association, Inc. as hereinbefore provided. If the assessments are not paid on the due date, then such assessments shall be a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, Personal Representatives and assigns. However, the personal obligation of the then owner to pay such assessment shall remain a personal obligation and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear late fees accordingly, ten (10) dollars after being late sixty (60) days after due date, thereafter accumulating ten (10) dollars per month until paid in full, including all unpaid assessments past and present, and all late fees. The Association may bring an action against the owner personally obligated to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing such action. The lien of the assessments as provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon the property, taxes and assessments for public improvements.

34. Duration and Alteration. These protective covenants, restrictions and limitation shall be construed as, and shall be covenants running with the land and shall be binding upon all owners and Lessees of land in said Addition and all persons claiming under them. They shall continue in existence for a period of twenty (20) years from the date of the recording hereof and thereafter shall be automatically extended for successive periods of ten (10) years each. The protective covenants, restrictions and limitations (but not the easements) may be changed, abolished or altered in part by written instrument signed by the owners of not less than fifty-one percent (51%) of the voting memberships of Creekside Association, Inc. All said amendments, changes or alterations shall be distributed to all members prior to a duly called meeting for such purpose, along with a prepared ballot so a member may vote by absentee

ballot. All said amendments, changes or alterations, shall thereafter have the approval of the Blackford County Area Plan Commission or its successors.

35. Creekside Villa Association, Inc. The Developer has caused to be incorporated Creekside Villa Association, Inc., a not-for-profit association. Only this association shall be recognized and approved by the Developer as a second and additional association to Creekside Association for the owners of lots or parts of Lots Numbered 1 through 11 and 50 through 70 within the Addition. The organization, purposes and powers (including power to levy assessments against owners of said lots) are contained in a separately executed and recorded document entitled "Declaration of Additional Covenants Re. Certain Lots in Creekside Addition."

36. Waiver. The failure of the Developer, Creekside Association or an owner to enforce any covenant contained herein or right arising from any covenant contained herein shall in no case be deemed a waiver of that right or covenant.

37. Enforcement. The Association, Developer, Blackford Area Plan Commission, Architectural Control Committee, City of Hartford City, Indiana, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. This provision does not impose a duty or obligation on any party to undertake enforcement responsibilities.

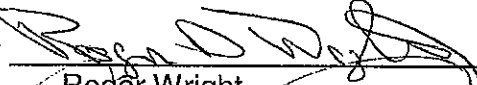
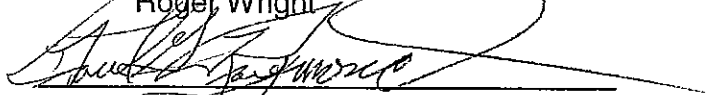
38. Restrictions Separately Enforced. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

39. Cost and Attorney's Fees. In any proceeding arising because of the failure of an Owner to pay any assessments or amounts due pursuant to this Declaration, the Bylaws, or any rules and regulations adapted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs, to include, but not limited to, filing costs, court costs, and its reasonable attorney's fees.

40. No Liability. Neither the Developer, the Architectural Control Committee, Blackford Golf Club, Inc., any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to any one by reason of a mistake in judgment, negligence or nonfeasance arising out of the design, maintenance or operation of the golf course. Each lot owner assumes the rules inherent with living adjacent to or in close proximity to a golf course.

IN WITNESS WHEREOF, Creekside Association of Creekside Addition Board of Directors President: Roger Wright and Vice President: Paul Raymond representing Creekside Association Board of Directors and Creekside Association have hereunto set their hands and seals this 8th day of February 2012.

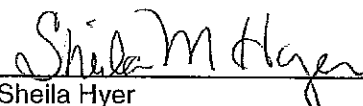
**Creekside Association Board of Directors President and Vice President**

By   
Roger Wright  
  
Paul Raymond

STATE OF INDIANA,  
BLACKFORD COUNTY, SS:

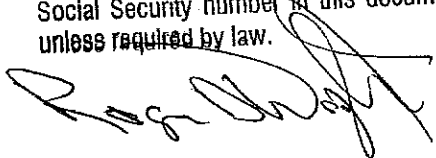
Before me, the undersigned, a Notary Public in and for said County and State, this 8th day of February, 2012, appeared Creekside Association Directors President: Roger Wright and Vice President: Paul Raymond representing Creekside Association Board of Directors and Creekside Association and acknowledged the above and foregoing as their voluntary acts and deeds.



  
Sheila Hyer Notary Public  
Resident of Blackford County, Indiana

This instrument prepared by Roger Wright, President of Creekside Association Board of Directors

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.





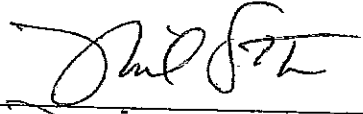
APPROVAL OF AMENDMENTS  
TO THE RESTRICTIVE  
COVENANTS OF CREEKSIDE  
SUBDIVISION, HARTFORD CITY,  
INDIANA BY THE BLACKFORD  
COUNTY AREA PLAN COMMISSION

At the regular meeting of the Blackford County Area Plan Commission held on February 14, 2012, Pursuant to notice, with quorum present, the Commission considered a document entitled proposed Revisions to the document titled, Dedication, Protective Restrictions, Covenants & Easements as part of the Creekside Addition to the City of Hartford City, Indiana.

Amendments to the restrictive covenants of Creekside Subdivision require final approval of the Blackford County Area Plan Commission. Discussion was held and, on motion duly made, Seconded and by majority carried, the amendments were approved.

Dated this 14 day of February, 2012.

BLACKFORD COUNTY AREA PLAN  
COMMISSION

By   
President

ATTEST:

  
Secretary



SHEILA M. HYER  
STATE OF INDIANA  
MY COMMISSION EXPIRES 6-29-16  
RESIDENT OF BLACKFORD COUNTY