Cross References: Inst. Number 8998, Misc. Record Book 100, Pages 41-52
Inst. Number 4223, Misc. Record Book 109, Pages 58-69
Inst. Number 4869, Misc. Record Book 110, Pages 1-23

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODLAND SPRINGS

THIS AMENDED AND RESTATED DECLARATION, is made as of the date set for the below by Woodland Springs, Inc., an Indiana not-for-profit Association.

WITNESSETH:

WHEREAS, the Woodland Springs subdivision located in Hamilton County, Indiana was established by a certain "Declaration of Covenants and Restrictions" which was recorded as Instrument Number 8998, in Misc. Record Book 100, Pages 41-52, and re-recorded on October 24, 1968, as Instrument Number 4223, in Misc. Record Book 109, Pages 58-69 in the Office of the Recorder of Hamilton County, Indiana, said Declaration together with all amendments and/or supplements thereto being hereafter referred to as the "Original Declaration"; and

WHEREAS, plats filed with the Office of the Recorder of Hamilton County, Indiana established residential Lots, and Common Properties consisting of parks, playgrounds, open spaces and other common facilities, comprising the Woodland Springs subdivision in accordance with the Original Declaration; and

WHEREAS, the original developer of Woodland Springs provided for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, subjected the Woodland Springs real property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which was, is and are for the benefit of said property and each owner thereof; and

WHEREAS, the original developer of Woodland Springs deemed it desirable, for the efficient preservation of the values and amenities in said community, to create Woodland Springs, Inc., an Indiana nonprofit corporation (hereafter, "Association"), to which was delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges as described in the Original Declaration; and

WHEREAS, Article VII, Section 4 of the Original Declaration (as it was amended on November 29, 1968 by Instrument Number 4869, in Misc. Record Book 110, Pages 1-23), states that its covenants, conditions and restrictions may be amended upon the affirmative vote of a majority of the members of the Association present and voting at a meeting duly held; and

WHEREAS, a special meeting of the members of the Association was held on October 8, 2011; and

WHEREAS, the purpose of said Special Meeting as stated in the notice for the meeting was for the Association's members to discuss and approve the following Amended and Restated Declaration; and

WHEREAS, at said Special Meeting, a majority of the members of the Association present, in person or by proxy, voted to approve this Amended and Restated Declaration pursuant to the terms below; and

WHEREAS, the Owners of said Lots desire to amend certain provisions of the Original Declaration and to restate the same for the convenience of the Owners such that this Amended and Restated Declaration of Covenants and Restrictions in no way nullifies or changes the Original Declaration or the effective date of the Original Declaration. However, upon the date of recording of this Amended and Restated Declaration with the Hamilton County Recorder's Office, the Original Declaration shall no longer be in effect and shall be replaced by the following; and

WHEREAS, the Original Declaration and the Supplementary Declarations contained exhibits. For historical purposes, these various exhibits may be referred to from time to time, and therefore, for cross-reference purposes, one should refer to them as they were filed with the Hamilton County Recorder. Those exhibits, however, are not exhibits to this Amended and Restated Declaration. Except as to any exhibits to the Original Declaration and the Supplementary Declarations that may remain relevant, all other provisions of the Original Declaration are hereby modified in their entirety, and superseded by this Amended and Restated Declaration.

NOW, THEREFORE, the Owners of Lots in Woodland Springs hereby amend and restate the Original Declaration such that all of the platted dwellings, Lots, Common Properties and lands located within Woodland Springs as they have been platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which were and are declared and agreed to be in furtherance of a plan for the improvement and sale of said homes, Lots, Common Properties and lands in Woodland Springs. Such restrictions below were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each of said homes and Lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in the development. Now, therefore, the Original Declaration which is applicable to all Owners and residents within Woodland Springs is hereby amended and restated as follows:

ARTICLE 1

DEFINITIONS

Section 1.1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Woodland Springs, Inc.

(b) "The Properties" shall mean and refer to all such properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article 2, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties or any part thereof as Common Properties, whether heretofore or hereafter recorded.

(d) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision plat of The Properties or any part thereof, whether such plat is heretofore or hereafter recorded.

(e) "Dwelling Unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any parcel of real estate included in The Properties but, in any event, shall not include a mortgagee unless and until such mortgagee has acquired title to any portion of The Properties.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 2.1. Property. The real estate which shall constitute "The Properties" consisting of (a) the real estate located in Hamilton County, Indiana which was described in Exhibit A attached to the Original Declaration of Covenants and Restrictions, and (b) all real estate added as the result of the filing of one or more Supplementary Declarations.

Section 2.2. Easement to Owner. An easement has been granted in favor of each Owner for the use, enjoyment, and benefit of the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2.3. Additions to The Properties. Additional lands may become subject to this Declaration pursuant to Section 2.2h of the Articles of Incorporation or any amendment thereof in the following manner: Upon approval in writing of the Association and an owner of any property who is desirous of adding it to the jurisdiction of the Association, may file and record a Supplementary Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property. A Supplemental Declaration adopting by reference the provisions of this Declaration in its entirety shall be sufficient to

conform to this Section. In addition, such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within The Properties.

a) Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving association pursuant to a merger.

ARTICLE 3

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1. Membership. Every person who is shown of record as owning a fee interest in any part of The Properties shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. When more than one person is the owner of a Lot, all such persons shall be deemed members but among them they shall be entitled to one vote on each matter upon which members are entitled to vote.

ARTICLE 4

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. The Owner of each Lot within The Properties hereby covenants and each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such late charges thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such late charges thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 4.2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular, for the improvement and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties including, but not limited to, the payment of taxes and insurance for the Common Properties, the grass cutting, yard maintenance and snow removal of the Common Properties and repair, replacement and additions

thereto and for the cost of labor, equipment, materials, management and supervision for the Common Properties and all recreational facilities located thereon. The assessment shall also be for the purpose of providing such municipal services which are not provided by local municipal authorities as the Board of Directors of the Association deems it advisable to provide, and for such repairs, maintenance and alterations of The Properties other than Common Properties as the Board of Directors of the Association shall authorize.

Section 4.3. Annual Assessments. The annual assessment shall be due and payable on May 1st of each year. The Board of Directors may from time to time change the due date upon which assessments are payable. The Board of Directors of the Association shall, after consideration of current maintenance costs and future needs of the Association, fix the amount of the annual assessment for each year. However, if the Board of Directors proposes to increase the amount of the annual assessment over the previous year's annual assessment, the Board shall send notice to the Members of a meeting at which the proposed increase will be discussed and voted upon by the Members. (That meeting could either be the annual meeting or a special meeting of the Members.) At such meeting, so long as a regular quorum is represented in person or by proxy, the proposed increase will be approved if a majority of the votes cast by the Members are in favor of the increase. If there are not enough votes in favor of the proposed increase, the previous year's annual assessment amount will continue in force for the upcoming year. Once the amount of the annual assessment is determined, the Board of Directors shall send a notice of the annual assessment to each Owner at least thirty days prior to the due date.

Section 4.4. Special Assessments. In addition to the annual assessments authorized by Section 4.1 hereof, the Association may levy a special assessment for the purpose of 1) 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 Properties, including the necessary fixtures and personal property related thereto and 2) pay for operating deficits, provided that any such assessment shall have the assent two-thirds of the voters present at the meeting, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 4.5. Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid within thirty (30) days from the date or dates when due (being the dates specified in Section 4.3 and 4.4 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection, thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, successors and assigns. If, under Section 4.4 installment payments of a Special Assessment has been authorized, then failure to pay any one installment within thirty (30) days after the due date shall accelerate the payment of all installments and the entire unpaid balance of such assessment shall immediately become due and owing without further notice. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the Due Date, a late fee will be assessed in the amount of twenty-five dollars ("$25.00"), and/or at the rate of eight per cent (8%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and

in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

The Association shall upon demand at any time and upon payment of a reasonable fee furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association or its duly designated representative, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

While any Owner is in default of payment of any assessment, such Owner shall not be entitled to vote on any matter submitted to a vote of the Members of the Association or to use and enjoy the lake, clubhouse, swimming pool or any other of the Common Properties.

Section 4.6 Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Lot that is recorded prior to an Association Assessment Lien; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 4.7. "Junior Lien" Provision. If any premises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in lieu grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE 5

ARCHITECTURAL REVIEW COMMITTEE

Section 5.1. Board-Appointed Architectural Review Committee. The Architectural Review Committee shall be a standing committee of the Association, consisting of three (3) or more persons appointed, from time to time, by the Association's Board of Directors. Such members of the Architectural Review Committee shall consist of Owners of Lots. The Board of Directors may at any time remove any member of the Architectural Review Committee upon a majority vote of the members of the Board of Directors.

Section 5.2 Purposes and Powers of Architectural Review Committee. The Architectural Review Committee shall review and approve the design, appearance and location of all residences, structures or any other exterior improvements placed or modified by any person

on any Lot in such a manner as to preserve the value and desirability of the Lots and the harmonious relationship among The Properties and the natural vegetation and topography.

a. In General. No improvements, alterations, change of colors, excavation, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon shall be made or done without the prior written approval of the Architectural Review Committee. Such approval shall be obtained only after written application has been made to the Architectural Review Committee by the Owner of the Lot. Such written application shall be submitted in duplicate in the manner and form prescribed from time to time by the Architectural Review Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for the proposed improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used, together with any other material or information which the Architectural Review Committee may reasonably require. Unless otherwise permitted by the Architectural Review Committee, plot plans shall be prepared by a registered land surveyor, engineer or architect.

b. Power of Disapproval. In its sole discretion, the Architectural Review Committee may refuse to approve any application (a "Requested Change") made to it when:

i. The plans, specifications, drawings or other materials submitted are inadequate or incomplete, or show the Requested Change to be in violation of any of the terms of this Declaration or the Plat applicable to any part of the Properties;

ii. The design or color scheme of a Requested Change is not in harmony with the general surroundings of the Lot or with the adjacent Lots or related improvements; or

iii. The Requested Change, in the opinion of the Architectural Review Committee, would not preserve or enhance the value and desirability of The Properties or would otherwise be contrary to the interests, welfare or rights of any other Owner.

c. Rules and Regulations. The Architectural Review Committee, from time to time, may promulgate, amend or modify additional rules and regulations, architectural guidelines, or building policies or procedures as it may deem necessary or desirable to guide Owners as to the requirements of the Architectural Review Committee for the submission and approval of Requested Changes. All rules and regulations or changes to rules and regulations must be approved by the Board of Directors.

Section 5.3. Duties of Architectural Review Committee. Upon receipt of a Requested Change the Architectural Review Committee must acknowledge receipt of such Requested Change promptly. Within 30 days of acknowledgement of receipt of Requested Change the Architectural Committee must approve, disapprove or may request additional documents or clarifications of the Requested Change. If a Requested Change has not been disapproved after 30 days from the date receipt has been acknowledged and all additional documentation and or changes have been supplied then the Requested Change shall be deemed approved. One copy of submitted material shall be retained by the Architectural Review Committee for its permanent files.

Section 5.4. Liability of the Architectural Review Committee. Neither the Architectural Review Committee, the Association, the Board of Directors nor any agent or member of any of the foregoing, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done in connection with a Requested Change or for any decision made by it unless made in bad faith or by willful misconduct.

Section 5.5. Inspection. The Architectural Review Committee or its designee may, but shall not be required to, inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article 5 and may require any work not consistent with an approved Requested Change, or not approved, to be stopped and removed at the offending Owner's expense.

Section 5.6. Report to the Board of Directors. The Architectural Review Committee shall prepare a report monthly and submit to the Board of Directors for their review a summary of the requests submitted to the committee and the disposition of such requests.

Section 5.7. Appeal of Denial by Architectural Committee. An Owner may appeal a denial by the Architectural Review Committee of a Requested Change to the Board of Directors if the denial was a result of the Requested Change being considered to be not in compliance with the Association's architectural covenants. If a denial was a result of not complying with the provisions as defined in Article 5 for requesting a Requested Change, the Owner must first correct such deficiencies and then be denied by the Architectural Review Committee before exercising this option.

Section 5.8. Responsibility of Owner. It is the sole responsibility of the Owner to ensure that any improvements proposed to the Architectural Review Committee meets all local zoning and city ordinances. The Architectural Review Committee and the Association shall not be held responsible for any improvements approved by it that do not meet zoning ordinances or code. In the case of any Requested Change Requests which have been deemed approved as a result of a non-disapproval by the Architectural Review Committee, the Owner must retain all submitted documentation as well as a receipt of the acknowledgement to be able to prove that such documentation has been submitted properly for a period of three years from the date of the acknowledgment.

ARTICLE 6

COVENANTS AND RESTRICTIONS

The following covenants and restrictions on the use and enjoyment of the Lots, The Properties and the Common Properties shall be in addition to any other covenants and restrictions contained herein and in the Plat, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association, present or future Owners or the Association shall be entitled to injunctive relief against any violations or attempted violations thereof (including the right to recover reasonable attorneys fees, costs and expenses from the violating Owner), but there shall be no right of reversion or forfeiture resulting from such violation.

Effective with the passage of these revised Covenants unless otherwise allowed, all sections are effective immediately.

Section 6.1. Residential Unit Use. All Lots in The Properties shall be used solely for residential purposes. No business building shall be erected on any Lot, and no business may be conducted on any part thereof in violation of any home occupation provisions of the applicable zoning ordinance.

a. All Lots shall be used exclusively for residential purposes and the occupancy of a single family, all as permitted under local zoning ordinances. "Single Family" is defined as a single housekeeping unit, operating on a non-commercial basis between its occupants with a common kitchen and dining area.

b. A resident may operate a home-based business in their home in accordance with local zoning laws. In addition to these provisions residents must adhere to the following rules:

    i. No signage of any type is allowed to advertise such business.

    ii. Employees are limited to one (1) non-resident who works at the residence.

    iii. No trade may be conducted in the residence where non-residents other than an employee visit the residence in total more than two (2) times per day.

    iv. An Owner may submit a request in writing for an exemption to this covenant to the Board of Directors. Such exemption will be for a period of one year unless otherwise allowed by the Board of Directors.

    v. Owners operating a home based business effective as of the passage of these covenants and subject to exemption from the Board of Directors may continue to operate this business for a period of one year from the passage of these revised covenants prior to compliance. Businesses not in compliance with local ordinances will not be allowed to be exempt.

c. Owners who lease their properties to non-residents must submit a list of the names of all residents to the Association at which time these individuals will be allowed to enjoy the same privileges as Owners in regards to the use of the Common Properties.

Section 6.2. Vehicle Parking. No camper, motor home, truck (over 3/4 ton load capacity), trailer, bus, boat, personal watercraft, snowmobile or other recreational vehicle of any kind may be stored on any Lot or on the street. Nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage and the driving or using of such vehicles solely for the purpose of ingress and egress to and from The Properties provided the shortest route to and from a public road outside the community is used. The above defined vehicles may be parked in the Owners driveway for a period not to exceed seven consecutive days for the purpose of cleaning, loading or unloading not to exceed a total of twenty-one days in any calendar year. Residents are allowed one year from the date of passage of these revised covenants to be in compliance with this section.

Notwithstanding the above provisions and not subject to any delay in compliance, no vehicles of any kind may be put up on blocks or jacks on a Lot to accommodate repair unless such repairs are done in the garage. No disabled, junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be allowed to remain in open view anywhere within The Properties. No vehicle may be stored in any location other than a space intended or designated for parking. Thus, no vehicles are allowed to be parked or placed on any lawn areas. Any vehicle in violation of the above shall be subject to being towed at the expense and risk of the owner thereof.

Section 6.3. Garbage and Refuse Disposal. Trash and refuse disposal will be on an individual basis, lot by lot. No part of The Properties shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other household waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open view except on days of trash collection. All Lots must be in compliance with this section within one year from the date of passage of these revised covenants.

Section 6.4. Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner of each Lot to keep the grass on the Lot properly cut and keep the Lot, including any Drainage, Utility or Sewer Easements located on the Lot, free of weeds, and otherwise neat and attractive in appearance including without limitation, the proper maintenance of the exterior of any structures on such Lot. If the Owner of any Lot fails to do so in a manner reasonably satisfactory to the Board of Directors, the Association shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and clean, repair, maintain or restore the Lot, as the case may be, and the exterior of the improvements erected thereon. The cost of any such work shall be and constitute a Special Assessment against such Lot and the Owner thereof, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

Section 6.5. Mobile Storage Units, Dumpsters and "PODs". No mobile storage units, dumpsters or "PODs" shall be permitted unless:

a. Parked or stored upon the Owner's Lot or driveway, but for no more than four (4) weeks per year, subject to City or County regulations, or

b. The Owner receives the Architectural Review Committee's approval upon a showing of extenuating circumstances. The approval may include such conditions as deemed appropriate by the Architectural Review Committee.

Section 6.6. Swimming Pools, Sports Court and Play Equipment.

a. No above-ground swimming pools shall be permitted, except temporary "play" pools having a depth of less than twenty-four (24) inches. A normal sized hot tub is not prohibited by this provision but must be approved in advance by the Architectural Review Committee.

b. Hard surfaced sports courts and permanent Play Equipment of any kind on any Lot shall be allowed but only if approved in advance by the Architectural Review Committee. No basketball goal shall be positioned so as to allow or permit playing on the street. Effective as of the passage of these revised covenants, all Lots with a hard surfaced court or play equipment may maintain such courts or play equipment but replacement must be in compliance with this section.

Section 6.7. Signs. No signs of any character shall be erected, posted or displayed upon, in or about any Lot or the Common Properties, unless specifically permitted by a rule or regulation adopted by the Board of Directors or approved in writing by the Board or the Architectural Review Committee. Any sign erected, posted or displayed which is in violation of the above or the rules and regulations shall be removed by the Owner or his or her agent. Any violation remaining after notification and grace period of 10 days shall be removed by the Association and the Common Properties shall be restored, with all costs incurred by the Association constituting a Special Assessment against the applicable Owner and Lot. Signs shall be held at a location to be determined by the Board of Directors for a reasonable time and if not picked up, will then be disposed of. Exceptions to this section are permitted as follows:

a. Signs and or banners recognizing high school or younger children by their schools for sports and or academic achievements. Signs must be removed within two weeks of the latter of the end of the sports season and or the end of the school year.

b. Signs that relate to the safety and security of residents and the Association will be permitted. Examples include traffic signs erected by the Association or required by the locality, "Safe House for Children" or similar signs, or signs indicating the sleeping quarters of elderly, children or handicapped residents for the benefit of fire or emergency personnel.

c. Political signs are permitted.

d. Signs advertising a Lot for sale are permitted but must be removed within five (5) days from the closing of the sale of the Lot.

e. Signs advertising the repair and or maintenance of a Lot are limited to two weeks prior to the beginning of construction and two weeks after construction has been completed but for no longer than a maximum of eight weeks in total.

Section 6.8. Mailboxes. Replacement mailboxes (box and post) shall conform to the specifications set forth by the Architectural Review Committee. The cost of replacement mailboxes shall be the expense of the Owner. Mailboxes not in compliance with this section may be maintained but replacement mailboxes must be in compliance with these covenants. Mailboxes not in compliance with this section as of the passage of these revised covenants are exempt from this section for a period of ten years.

Section 6.9. Storage Tanks. Except for propane tanks associated with gas grills, no gas, oil or other storage tanks shall be installed on any Lot.

Section 6.10. Sidewalk Easements. There are strips of ground on the Plats marked "sidewalk easement" which are intended to be used for the construction of pedestrian walkways. These walkways are for the use of the public and are limited to the use of pedestrian and non-motorized vehicular traffic, and the Owners of Lots shall take their titles subject to the provisions herein. Owners shall refrain from parking vehicles so that they block sidewalks. Owners are responsible for the upkeep and maintenance of sidewalks at their own expense. If a sidewalk is found to pose a hazard to pedestrians, the Board and or Architectural Committee may send a notice of repair. If the Owner of any Lot fails to do so in a manner reasonably satisfactory to the Board of Directors, the Association shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot repair, maintain or restore the sidewalk. The cost of any such work shall be and constitute a Special Assessment against such Lot and the Owner thereof, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Sidewalks found to be in need of repair must be repaired within one year of notification of the need for repairs.

Section 6.11. Ditches and Swales. All Owners shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots. No filling, regrading, piping, rerouting or other alteration of any open ditch or swale may be made without the express written consent of the Architectural Review Committee or other appropriate governmental entity. In the event storm water drainage from any Lot or Lots flows across another Lot, provisions shall be made to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on the applicable Plat.

Section 6.12. Antenna and Satellite Dishes. Subject to any lawful restrictions or conditions imposed by ordinance, OR UNLESS OTHERWISE PERMITTED BY FEDERAL LAWS, no outside antennas shall be permitted in The Properties. Outdoor satellite dishes shall be permitted in the Subdivision; provided, however, that (i) the diameter of the satellite dish shall be no more than one meter, (ii) no more than two (2) satellite dishes shall be permitted on each Lot, and (iii) the Architectural Review Committee shall have first determined that the satellite dish is appropriately placed and properly screened in order to preserve property values and maintain a harmonious and compatible relationship among the houses in The Properties. Effective as of the passage of these covenants, any satellite dish not meeting the requirements of this section must be removed within one month if not in use or if in use within ten years of the date these revised covenants are passed.

Section 6.13. Fencing. No fence shall be erected on or along any Lot line, nor on any Lot, the purposes or result of which will be to obstruct reasonable vision, light or air except for purposes of screening and or for small patio areas for purposes of privacy. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. An exception to this covenant shall be made for purposes of screening as discussed herein. Except for fences installed by the Association, all fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee. The Architectural Review Committee may (but is not required to) approve a fence to be installed within an easement; provided, however, that such a fence would be erected at the Owner's risk as such fence may be partially or completely torn down by beneficiaries of the easement if the fence interferes with the purpose for which the easement has been reserved, with such removal, any related damage, and any necessary reinstallation or repair being at the Owner's sole cost and expense. Effective as of the passage of these revised covenants, all Lots with a fence may maintain such fence but replacement must be in compliance with this section.

Section 6.14. Solar Panels. Solar panels may not be installed on any Lot without prior approval of the Architectural Review Committee. Any solar panel installed on a Lot effective as of the passage of these revised covenants may be maintained but may not be replaced.

Section 6.15. Mini Barns and Storage Sheds. No tent, shack, or trailer shall be placed upon a Lot. Notwithstanding the above, party tents or similar temporary structures may be erected for special events and overnight camping tents will be allowed as long as they are not up longer than forty-eight (48) hours. No mini-barn, detached structure or other outbuildings (collectively referred to as a "mini-barn" hereafter) shall be permitted on any Lot at any time unless approved by the Architectural Review Committee. Mini barns and or storage sheds located on a Lot effective as of the passage of these covenants may be maintained but may not be replaced without being in compliance with these covenants.

Section 6.16. Miscellaneous. No outdoor storage, clothes lines, equipment, woodpiles or storage piles shall be viewable from the street directly in front of the residence. Owners are allowed one year from the passage of these revised covenants to comply with this section.

Construction materials not being used in the active improvement of a home must also meet the standards of this covenant.

ARTICLE 7

COMMON PROPERTIES

Section 7.1. Use of Common Properties. The Common Properties shall be used only for recreational purposes and other purposes permitted or sanctioned by the Association's Board of Directors. The Association's Board of Directors may promulgate rules and regulations with respect to the permitted uses, if any, of the Common Properties.

Section 7.2. Limit of Liability. The Association will not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of The Common Properties.

Section 7.3. Damage to Common Properties. In the event of damage to or destruction of any part of the Common Properties or any improvements which the Association owns or is required to maintain hereunder, the Association shall repair or replace the same from the insurance proceeds received. If such insurance proceeds are insufficient to cover the costs, the Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds. The Association reserves the right to pursue and demand reimbursement from those who were responsible for the damage or destruction.

Section 7.4. Damage to Common Properties by Owners. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Properties and other improvements if, due to the willful, intentional or negligent acts or omissions of any Owner or of a member of his family or of a guest, subcontractor, employee, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Properties or any other improvements maintained by the Association, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a common expense, then the Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall constitute a Special Assessment against such Owner and his or her Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

Section 7.5. Other Restrictions. No Owner shall locate any structure on or encroach upon the Common Properties including mini barns nor locate fences or change landscaping.

Section 7.6. Animals and Pets. An Owner shall be fully liable for any injury or damage to persons or property in the Common Properties, caused by his or her pet. The Owner shall be responsible for the cleaning of any Common Area made dirty by his or her pet's excrement, and shall be fully liable for the expenses of any cleaning not performed by the Owner. No animal may be leashed or tied to any stationary object (such as a stake) on the Common Properties while unattended. While on the Common Properties, Owners must keep all pets leashed.

Section 7.7. Lake Restrictions.

a. Owners of lots on the lake may install a maximum of one dock on the lake. All docks must be approved in advance by the Architectural Review Committee and meet the following restrictions:

   i. Docks may not extend beyond 16 feet from the shore line. Decks that are adjacent to the dock but that do not extend into the water are not considered to be a dock.

   ii. The area of the dock may not exceed 150 square feet.

   iii. Materials used in the construction of the deck and rails of the dock can include wood, metal or man-made materials.

   iv. Steel drums are prohibited as a flotation material.

   v. No permanent overhead structures shall be permitted on the dock.

   vi. All docks must have access directly from the shore.

   vii. Any dock existing as of the passage of these revised covenants not in compliance with this section may maintain the dock but may not replace the dock without being in compliance with this section.

b. All Owners may use boats on the lake. The Board of Directors may promulgate rules for the use of boats and for other uses of the lake.

c. Owners may not dispose of yard waste in the lake nor blow leaves into the lake.

d. Residents who have property adjoining the lake may pump water from the lake for the purposes of watering their lawns. The Board of Directors may restrict such watering if the level of the lake falls to an unacceptable level. Owners who utilize the lake for lawn irrigation understand that the lake may be chemically treated for the purposes of the elimination of plants and that the treatment could have a detrimental effect on their lawns. The Board of Directors will establish a notification process to indicate when such chemical treatments have been made to the lake and Owners are solely responsible for any damage that occurs if they water their lawns after notification has been made.

ARTICLE 8

GENERAL PROVISIONS

Section 8.1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Woodland Springs, Inc., or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 8.2. Enforcement. The Association, the Owners, the Board of Directors, and all persons subject to this Declaration (collectively, the "Parties") agree to encourage the amicable resolution of disputes involving the Woodland Springs property and to avoid the emotional and financial costs of litigation if at all possible.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by Woodland Springs, Inc., or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action by the Association or an Owner to enforce any of the provisions of this Declaration, such party shall be entitled to recover all costs of enforcement, including attorneys' fees, if it substantially prevails in such action.

Section 8.3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 8.4. Amendment of Declaration. This Declaration may be amended or changed in whole or in part, at any time by the Members as follows:

1) A meeting of the Members duly called for this purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting; and

2) A quorum of the Members at the meeting is met in accordance with the Association By-Laws; and

3) A majority of Members in good standing voting in person, proxy or other approved method approves such amendment.

For purposes of this provision, "good standing" shall mean Owners who are no more than thirty days delinquent on the payment of any individual or approved installment of their annual or Special Assessment as determined by the Board of Directors at the time of the aforesaid approval. All Owners must be given the opportunity to vote on the proposed amendment(s). Such approval for an amendment to this Declaration may be obtained:

a) At a meeting of the Members of the Association duly called and held in accordance with the provisions of the Association's By-Laws; or

b) By written consents or approvals received from the Owners; or

c) Pursuant to any other procedure recognized under Indiana law, including those recognized under the Indiana Nonprofit Corporations Act of 1991, as amended, including, but not limited to, written mail-in ballots; or

d) Any combination of the above.

The President and Secretary of the Association shall execute the amendment, certifying that the Owners at a meeting duly called for such purpose have approved the amendment(s). Thereafter, the amendment shall be filed with the County Recorder.

In witness whereof, Woodland Springs, Inc. has caused this document to be executed by its President and Secretary who further certify the votes cast at the meeting held October 8, 2011.

WOODLAND SPRINGS, INC.

BY _____
Bruce Snyder, Jr.
President

Attest:

_____
Matt Rummel, Secretary

RONALD HANSON
MY COMMISSION EXPIRES
February 7, 2016
NOTARY SEAL
HAMILTON COUNTY
NOTARY PUBLIC, STATE OF INDIANA

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a notary public in and for said County and State, this day personally appeared Bruce Snyder, Jr. and Matt Rummel, the President and Secretary, respectively, of Woodland Springs, Inc., and acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants and Restrictions for and on behalf of Woodland Springs, Inc.

WITNESS my hand and Notarial Seal this 12 day of December, 2011.

Ronald D. Hanson
Ronald D. Hanson Notary Public

My commission expires: February 7, 2016

"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."
P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.