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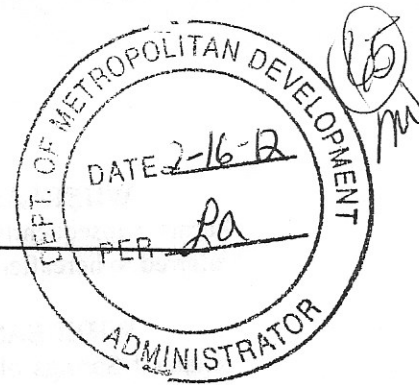
Julie L. Voorhies,

Marion County Recorder

Pages: 65

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By: MLW



Cross-Reference:

Schmitt Farms, Section One, Instrument # 97-0159302
Schmitt Farms, Section Two-A, Instrument # 97-0159303
Schmitt Farms, Section Two-B, Instrument # 97-0159304
Springs of Hamptons, Final Plat, Instrument # 00-0092467
Re-Plat of Lots 16, 17, 18, & 19 in Springs of Hamptons, Instrument # 02-0205350
Bylaws of Springs of Hamptons Homeowners Association, Instrument # 2000-0092468
First Amendment to Bylaws, Instrument # 2009-0127122

REVISED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

**REVIEWED AND APPROVED
MARION COUNTY ASSESSOR**

FEB 16 2012

Marie Kemp
MAP DEPARTMENT REVIEWER

FOR

SPRINGS OF HAMPTONS SUBDIVISION

WITNESSETH THAT:

WHEREAS, the residential community in Indianapolis, Marion County, Indiana commonly known as Springs of Hamptons was established upon the recording of certain documents with the Office of the Recorder for Marion County, Indiana; and

WHEREAS, the Plat for Schmitt Farms, Section One, was filed with the Office of the Marion County Recorder on October 23, 1997, as **Instrument # 97-0159302**; and

WHEREAS, the Plat for Schmitt Farms, Section Two-A, was filed with the Office of the Marion County Recorder on October 23, 1997, as **Instrument # 97-0159303**; and

WHEREAS, the Plat for Schmitt Farms, Section Two-B, was filed with the Office of the Marion County Recorder on October 23, 1997, as **Instrument # 97-0159304**; and

WHEREAS, all of the above Plats for Schmitt Farms were replaced by the Re-Platted and/or Final Plat of Springs of Hamptons, which was filed with the Office of the Marion County Recorder on June 13, 2000, as **Instrument # 00-0092467**; and

WHEREAS, the Re-Plat of Lots 16, 17, 18, & 19 in Springs of Hamptons was filed with the Office of the Marion County Recorder on October 25, 2002, as **Instrument # 02-0205350**;
and
SUBJECT TO FINAL ACCOUNTANCE
FOR TRANSFER
DULY ENTERED FOR TAXATION

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MARION COUNTY ASSESSOR
JOSEPH P. DUNN

WHEREAS, all of the property located in Schmitt Farms, and all portions of Schmitt Farms subsequently re-platted and re-named as Springs of Hamptons, shall be collectively referred to hereafter as the "Development"; and

WHEREAS, Lots 2, 14, 15, 18, 43, 51, 64, 77, 81, and 93 located in Schmitt Farms, and renamed Springs of Hamptons, subdivision are subject to Covenants which run with the land, namely the Declaration of Covenants, Conditions and Restrictions for Schmitt Farms Subdivision (hereinafter "Declaration"), recorded in the office of the Marion County Recorder on September 22, 1999, as **Instrument #1999-0179433**; and

WHEREAS, aside from the Lots identified above that are subject to the Declaration, all remaining Lots within the Springs of Hamptons Subdivision are subject to Covenants that run with the land, namely the Declaration of Covenants, Conditions and Restrictions for Springs of Hamptons Subdivision (hereinafter "Plat Covenants"), recorded as part of the Plat for Springs of Hamptons in the office of the Marion County Recorder on June 13, 2000, as **Instrument # 00-0092467**; and

WHEREAS, the foregoing Plat Covenants state that by taking a deed to any Lot as set forth on the above listed Plats for the Springs of Hamptons development, each owner becomes a mandatory member of the Springs of Hamptons Homeowners Association, Inc., an Indiana nonprofit corporation (hereinafter "Association") and subject to the Association's Code of Bylaws; and

WHEREAS, the Association was incorporated as a nonprofit corporation pursuant to Articles of Incorporation (hereinafter "Articles") filed with, and approved by, the Indiana Secretary of State on May 2, 2003; and

WHEREAS, the Association's Board of Director(s) adopted a Code of Bylaws (hereinafter "Bylaws") for the Association and the homeowners within Springs of Hamptons and recorded those Bylaws in the office of the Marion County Recorder on June 13, 2000, as **Instrument #2000-0092468**, said Bylaws being amended by the First Amendment to the Code of Bylaws for Springs of Hamptons Homeowners Association, Inc., recorded in the Office of the Marion County Recorder on November 12, 2009, as **Instrument #2009-0127122**; and

WHEREAS, the Plat Covenants, Section 24, provides that the Plat Covenants "*shall be binding on all parties and all persons claiming under them until January 1, 2009, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of the majority of the numbered lots in the development*";

WHEREAS, the Plat Covenants, Section 26, states that the owners of any lot subject to the Plat Covenants, by accepting a deed conveying title thereto, accepts and agrees to be subject to the Plat Covenants, and shall be deemed to be a member of the Association and bound by its Bylaws. Under the Code of Bylaws for the Association, Section 2.05(g), provides that if any Owner is more than thirty (30) days in arrears on any amount owed to the Association, that Owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied; and

WHEREAS, it is the intent of the Owners in Springs of Hamptons to create a new Revised and Restated Declaration of Covenants, Conditions and Restrictions for Springs of Hamptons Subdivision that shall incorporate the Plat Covenants and amend and change certain provisions in the Plat Covenants into one (1) document; and

WHEREAS, in furtherance of this intent, the Association has collected written approvals from a majority of the current owners of lots in Springs of Hamptons voting in favor of the adoption of this Revised and Restated Declaration of Covenants, Conditions and Restrictions for Springs of Hamptons Subdivision pursuant to the amendment procedures set forth in Section 24 of the Plat Covenants, with the votes of the Owners both in favor and against said Revised and Restated Declaration attached hereto as "*Exhibit A*"; and

WHEREAS, it is the intent of the Membership that this Revised and Restated Declaration of Covenants, Conditions and Restrictions for Springs of Hamptons Subdivision shall become the sole Declaration for the Springs of Hamptons community, and shall run with the land and shall be binding upon all 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 Springs of Hamptons development;

NOW, THEREFORE, the undersigned Association, with the approval of at least a majority of the current owners of lots in Springs of Hamptons, hereby adopts this Revised and Restated Declaration of Covenants, Conditions and Restrictions for Springs of Hamptons Subdivision, and which shall read as follows:

[End of Recitals]

REVISED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SPRINGS OF HAMPTONS SUBDIVISION

1. Dedication of Streets. All streets shown and not heretofore dedicated are hereby dedicated to the public.
2. Corner Lots. No fence, wall, hedge, or shrub planting which obstructs street lines at elevations between two (2) and nine (9) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot, within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.
3. Drainage. It shall be the responsibility of the owner of any lot or parcel of and within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Marion County Board and the requirements of all drainage permits for this plat as issued by said Board. It shall be the duty of every owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep each portion thereof as may be situated upon his/her lot continuously unobstructed and in good repair.
4. Utility Easements. There are strips of property as shown on the recorded plat which are hereby designated and reserved for use of the public utilities and the installation and maintenance of utilities and drainage facilities (hereinafter referred to as "Utility Easements"). No permanent or other structure or construction shall be erected or maintained on such Utility Easement but each owner shall take title to that part of the Utility Easement comprising a part of his/her lot, subject to the right of such public utility for ingress and egress in and along, across, through, and over the Utility Easement.
5. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports or basements below ground level, shall contain no less than 2,000 square feet for a one-story structure. Dwellings higher than a one-story structure shall have a minimum of 1,800 square feet of total living space on the lower level area, exclusive of porches, terraces, garages, carports, and basements, and with an upper area having a minimum of 800 square feet of space. Each Dwelling shall have a two (2) or three (3) car attached garage.
6. Architectural Design. All building plans must be approved in writing by the Architectural Control Committee ("Committee") before beginning construction. Each dwelling shall be constructed with a 6:12 roof pitch and shall have a crawl space or basement. Each one story home shall have a 100% brick or stone exterior, and at least the first floor of each one and one-half or two story residence shall have a 100% brick or stone exterior. These requirements

may be waived by Committee to allow Farmhouse, Victorian, and Colonial houses to be built with less brick and stone. Vinyl materials will be permitted if approved by Committee.

7. Building Locations. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat. All building locations must be approved by the Architectural Control Committee.

8. Residential Use Only. All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, boat, garage, or basement shall be used for temporary or permanent residential purposes on any lot in the subdivision.

No trade, business or commercial activity shall be conducted on or from any Lot, except that an Owner or occupant residing in the home may conduct business activities *within* the home so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the home; (b) the business activity conforms to all zoning requirements for the Real Estate; (c) the business activity does not involve persons coming into the Development who do not reside in the Development, such as employees, customers, or delivery vehicles, or door-to-door solicitation of residents of the Development; and (d) the business activity is consistent with the residential character of the Development and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development, as may be determined in the sole discretion of the Board.

The terms "business", "trade", and "commercial activity", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

9. Limitation of Time. All construction on any lot, including final exterior grading and installation of landscaping, must be completed within one (1) year after the starting date of construction.

10. Driveways and Sidewalks. All driveways shall be paved with concrete and must be approved in writing by the Architectural Control Committee. No gravel, stone or asphalt driveways will be permitted. Lot owners and/or their builder shall be responsible for constructing sidewalks on their lot when constructing their driveway.

11. Parking. Overnight street parking of any vehicles by owners and residents is strictly prohibited, and any vehicle parked on the street between the hours of 1:00 a.m. and 7:00 a.m. will be subject to immediate towing.

No camper, trailer, mobile home, recreational vehicle, truck, motorcycle, boat or jet-ski, snowmobile, bus, dune buggy, mini-bike or moped, race car or other similar vehicles of any kind may be parked in the Development unless the vehicle or trailer is kept inside an enclosed garage.

No semi-tractor, semi-trailer, semi-tractor/trailer combo, box style, non-pickup style trucks or other similar vehicles shall be permitted in the Development, with the exception of vehicles or commercial vehicles that are temporarily present for the sole purpose of performing or providing moving, routine home maintenance or health care services. For purposes of this restriction and rule, the term "truck" does not include pickup trucks up to two (2) tons (i.e. a basic pickup truck), full size vans and/or sport utility vehicles.

No inoperative or unlicensed vehicle shall be parked, stored, or repaired anywhere in the Development except inside an enclosed garage. For purposes of this section, an "inoperative" vehicle includes any vehicle that has not been noticeably moved or driven by its owner for a period of three (3) days or longer; any vehicle on jacks, blocks or stands; any vehicle that has a block or other device under the tires to prevent movement or rolling; or any vehicle which has a flat tire or other obvious damage that would prevent the vehicle from being driven. For purposes of this section, "stored" includes any vehicle that is stationary on any Lot with a tarp or cover over it. For purposes of this section, "unlicensed" means any vehicle that does not display a valid license plate as required by law.

Unless it is necessary to perform home maintenance and/or landscaping, no vehicle of any kind may be parked for any length of time on any portion of the grass, yard, or other non-paved area within the Development, including the Lots.

No vehicles of any kind may be parked on any sidewalk or on any Lot or street in a manner that would block or interfere with the use of any sidewalk, access and/or use of any mailbox, or would block or restrict vehicular traffic on any street in the Development, including, but not limited to, school buses and emergency equipment.

The Board has the right, but not the obligation, to remove or tow from any street, common area or other public place within the Development, at the Owner's expense, any vehicle that is in violation of this Revised Declaration or any rules adopted by the Board. The Board may establish procedures to be used in enforcement of this covenant and/or rule, including towing. If an Owner's vehicle is towed pursuant to this covenant and/or rule, the Association, and any person or agent acting on behalf of the Association, shall not be liable for any damage, loss or expense incurred by the Owner as a result of a vehicle being towed from the subdivision. The owner of the vehicle shall be solely responsible for any and all towing, processing, storage and other fees incurred as a result of the vehicle being towed.

12. Water Systems. All water systems and methods of sewage and disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.

13. Lot Maintenance. The following covenants and restrictions shall apply to exterior home and lot maintenance in the Development:

A. Appearance.

It is the intent and desire of the Board to promote and maintain the aesthetically pleasing appearance of the Springs of Hamptons Development. Therefore, it is the goal of these rules to maintain the high quality exterior appearance of the homes in the Development, including, but not limited to, the roofs, siding, gutters, shutters and doors (both dwelling and garage), so that they are harmonious and consistent in appearance with the other homes in the subdivision in order to preserve the values of the properties within the community.

The Committee shall approve the exterior colors that may be used for all homes and other improvements in the Development. Pre-approved colors and color schemes of homes in the Development consist of any color or color scheme originally available from the builder on any home in the Development. The Committee recognizes that colors may be discontinued over time, and simply requests that Owners match the original color or color scheme of their home as closely as possible to the original color when repainting their home. So long as the Owner is repainting their home or other improvement the same exterior color as originally painted, then the Owner does not need to receive prior written approval of the Committee before painting their home or improvement.

If an Owner wishes to change the exterior color of their home or any improvement from its original color (i.e. changing from dark tan to blue), then the Owner shall submit the color scheme to the Committee for their written approval before painting any portion of the exterior of their home or other improvement. The Committee has the sole discretion to determine whether the color will be harmonious, consistent, or blend well with the appearance of other homes and improvements in the neighborhood, and the Committee may deny any request for paint color change if they believe the color would not be harmonious or consistent with the colors of homes and improvements already existing in the neighborhood. The decision of whether to approve a color that does not already exist in the Springs of Hamptons Development is solely within the discretion of the Committee. A decision of the Committee may not be reversed by any Court unless the decision cannot be supported or justified under any reasonable circumstances or rationale.

The Committee must insist that exterior color schemes which do not blend well with most colors found in the Development, including, but not limited to, bright, bold or vivid colors, such as bright yellows, reds, pinks, oranges, purples or greens, and neon or fluorescent colors are not permitted in the Springs of Hamptons Development. The fact that an Owner has already painted their home or improvement before submitting their request or receiving written Committee approval does not operate as a waiver or obligation for the Committee to approve the submission. Any color installed before being submitted to the Committee, and then subsequently denied by the Committee, shall be re-painted a color approved by the Committee. Pursuant to the Plat Covenants, the Committee may take action to gain the removal or repainting of any unapproved exterior home or improvement color scheme through legal or other equitable means.

B. Siding and Trim.

Owners must replace all siding and masonry on the exterior of their home with the same style, material and color siding, trim or masonry as originally installed on the home, unless otherwise approved by the Committee. If the Owner wishes to change the style, material or color of the siding, trim or masonry of his home, then the Owner must submit a written request and obtain written approval by the Committee before installing or making any modifications or changes to the siding, trim or masonry. Current siding materials consist of wood, brick, stone, and vinyl. The Committee will only consider the installation of wood, brick and stone siding as well as new wood-style substitute materials, such as Hardi-Plank, and *NEW* INSTALLATION OF VINYL SIDING ON ANY HOME IN THE SPRINGS OF HAMPTONS DEVELOPMENT THAT DOES NOT CURRENTLY HAVE THESE MATERIALS INSTALLED ON THE HOME SHALL NOT BE ALLOWED OR PERMITTED. However, in an attempt to limit vinyl siding in the community while remaining fair to those Owners who currently have vinyl siding, only Owners of homes with vinyl siding installed prior to this rule adoption will be allowed to keep their vinyl siding (i.e. grandfathered) and replace it in the future with either vinyl siding or one of the other acceptable materials.

C. Roofing.

All replacement roofing in the Springs of Hamptons Development must be consistent in style and color with that originally installed on the home by the Developer or builder. Unless the Owner is replacing his roofing with the same style and color roofing as was

originally installed by the Developer or builder, the Owner must submit a written request and obtain written approval by the Committee before making any changes in the roofing style or color. For example, if an Owner's 'weatherwood' colored asphalt shingle roof is damaged in a hail storm and is being replaced, the Owner does **not** need approval to replace the roof with the same style and 'weatherwood' color of asphalt shingle; but the Owner would need to submit for and receive prior written approval from the Committee before installing a new roof of another style shingle or a shingle of a different color or shade of color.

The fact that an Owner has already re-roofed their home before submitting their request or receiving written Committee approval does not operate as a waiver or obligation for the Committee to approve the submission. Any roofing installed before being submitted to the Committee, and then subsequently denied by the Committee, shall be replaced with new roofing materials approved by the Committee. The Committee may take action to gain the removal or replacement of any unapproved roofing through legal or other equitable means.

If a roof is damaged and needs to have missing shingles replaced, those repairs must be made within sixty (60) days from the date the shingles blew off or were damaged, unless a longer period of time is otherwise approved by the Committee.

D. Maintenance.

It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. All Owners shall perform routine and necessary maintenance on their Lots and the improvements thereon to maintain a reasonable appearance and to avoid the home, Lot or improvement from becoming unsightly in relation to the appearance of other homes and improvements in the neighborhood. Such maintenance shall include, but not be limited to, painting, mold or mildew abatement or cleaning, wood repair, garage door repair, siding repair, roofing repair, window and porch screens and window repair, and fence painting or repair to correct leaning fences.

i) All lawns and other landscaping materials shall be maintained on a regular basis. In no event shall the grass on any Lot exceed the length of seven inches (7"), nor shall any noxious, illegal or other weeds, underbrush, or other unsightly growths be permitted to grow or remain upon any Lot. Flower beds, trees and bushes shall remain neatly trimmed and not allowed to become overgrown with weeds or other vegetation.

ii) Each Owner shall maintain and prune all trees located on his Lot, and immediately remove any dead or fallen trees or limbs from his Lot.

If any tree planted on a Lot becomes an obstruction or hazard, or creates damage to any street, curb, sidewalk, sewer or common area, the Committee may request that the Owner remove, appropriately trim, or perform other proper maintenance or care to the tree. If, after requested to do so by the Committee, the Owner fails to promptly remove, trim, or prune the tree, then the Committee reserves the right to remove, trim or prune the tree as it deems appropriate under the circumstances. The Committee also reserves the right to perform routine, regular or preventative maintenance, trimming or pruning of any tree(s) located between the sidewalk and curb on any lot.

Any expenses incurred by the Association in connection with this removal, trimming, pruning or maintenance work shall be the responsibility of the Lot Owner and said expenses shall be reimbursed to the Association. Any expenses incurred by the

Association under this provision shall be treated as a special assessment against the Lot and Lot Owner in question and collectable as provided for any assessment under the terms of these covenants or the Bylaws. The Committee shall not be held liable for any tree removed or accidentally damaged due to trimming or pruning if the tree constituted or created an obstruction or hazard to vehicular traffic or sidewalk use, or created or caused damage to any street, curb, sidewalk or sewer.

iii) No refuse piles, stacks of building or landscaping supplies or lumber, or other unsightly objects shall be allowed to be placed or remain on any Lot. No trash, rubbish, garbage or other waste, including, but not limited to, grass, leaves and branches, shall be kept on any Lot except in sanitary containers designed for such purpose.

iv) All firewood shall be kept neatly stacked and shall be kept or stored in the rear yard of the home or along the side of a home. However, wood may **not** be stored on the front porch of any home, or in the front yard or driveway of any Lot. Tarps or coverings for stored wood shall be brown, tan or other dark color and shall be securely fixed.

v) No Owner shall dump or dispose of trash, debris, lawn or yard waste, tree limbs or leaves, or other items or vegetation on any common area or undeveloped Lot. In addition, no Owner shall dispose of any motor oil, fertilizer, vegetation killer, paint, or other hazardous or toxic liquids on the common areas, undeveloped Lots, or public drainage systems, including, but not limited to, retention ponds and storm sewers, located in the Development.

vi) For purposes of this section, the Committee shall have the right and discretion to determine whether the condition or appearance of a Lot or home reasonably constitutes an "unsightly or unkempt" condition or appearance when compared or considered in relation to the condition or appearance of the other Lots or homes in the Springs of Hamptons subdivision as a whole.

E. Self-Help.

The failure of any Owner, or his family, guests, invitees, or agents, to comply with any of the requirements or restrictions of the Revised Declaration or any adopted rule may warrant the Committee to enter upon any Lot to cut the grass, weeds, or growth; clear or remove the trash, refuse, or debris from the Lot or home; or to tow or remove any other violation of the Revised Declaration or rule. The Association, Committee, or any of its designated agents, shall have the right to enter upon any Lot to perform said maintenance, mowing, repair, or other acts as may be reasonably necessary to make such Lot and any improvements thereon conform to the requirements of the Revised Declaration or rules. Towing vehicles parked in violation of the Revised Declaration or rules is also considered a self-help remedy. The Association, Committee, or its designated agents, shall not be liable to the Owner for any damages resulting from any work or actions performed hereunder unless it can be shown that the damages to the Owner's property resulted from an act of gross negligence or willful or reckless misconduct by the Association, Committee, or its designated agents. The expense of said action shall be the responsibility of the Owner of the Lot committing or necessitating the action. The cost of the Association's corrective action shall become part of the Owner's account and treated as a Special Assessment against the Owner and Lot. The Association may pursue collection of the unpaid amounts in the same fashion as any other unpaid assessment or

sum as provided in the Revised Declaration or Bylaws, and may recover such unpaid amounts together with reasonable attorney fees and costs of collection.

14. Nuisances. No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in the Springs of Hamptons Development, nor shall any lot or property be used in any unlawful manner or in any manner that might cause nuisance, annoyance, inconvenience or damage to any other Owner and/or occupant of a lot in Springs of Hamptons Development or any neighboring property, including, but not limited to, noise by the use of loud speakers, electrical equipment, amplifiers or other equipment or machines, animal barking or noises, or a loud person or group of people, and any objectionable odors. Any violation of this restriction shall constitute a nuisance which may be abated through the self-help remedies available to the Association, along with the recovery of any expenses and legal costs incurred as a result thereof.

15. Trash and Trash Containers. All trash, rubbish, garbage or other waste shall be regularly removed from a Lot and shall not be allowed to accumulate thereon. All trash, rubbish, garbage or other waste shall be kept in sanitary containers, including trash bags. An owner may sit his/her trash cans on the curb beginning at 5:00 p.m. the day before trash collection is scheduled. The trash cans must be removed from the curb and placed out of sight no later than 10:00 p.m. the same day as trash collection occurs. At all other times, all trash containers and equipment used for the storage or disposal of trash, rubbish, garbage or other waste shall be kept clean and shall be stored in an enclosed garage or in a place that is out of public view. To clarify, owners or residents shall not store any trash container, bag, or other type of waste container in any area of a Lot, including, but not limited to, beside the garage, the driveway, the front porch, or any other area where the container, bag or waste container is visible from the street.

16. No Outbuilding. No outbuildings of any type shall be allowed on a lot in the subdivision.

17. Antennas. In accordance with the Federal Telecommunications Act of 1996, and the Federal Communications Commission rules governing Over-the-Air Reception Devices (OTARD), owners may only install satellite dishes that are one meter or less in diameter. One meter is equal to 39.37 inches, and "diameter" is the distance measured across the widest part of the dish. Only one dish may be installed upon each Lot, unless additional dishes are required to receive additional or unique transmissions that cannot be received by a previously installed dish. The Committee reserves the right to require written verification for the installation of additional dishes upon any Lot.

The OTARD Rule allows Associations to designate a preferential order of placement for dishes in their community. To that end, the Committee desires that satellites dishes be permanently mounted in a location on the Lot that is the least visible from the street directly in front of the Lot, but which will not result in a substantial degradation of reception. This specific order of location priority shall be:

- 1) in the rear of the Lot;
- 2) on the side of the Lot; and
- 3) the front of the home.

Therefore, an Owner shall install a satellite dish in the rear portion of the Lot if acceptable reception can be received from that location. If acceptable reception cannot be obtained in the rear portion of the Lot, then the dish may be located along the side of the home if adequate reception can be received from that location. If adequate reception cannot be received from a location along the side portion of the home, then a dish may be located in the front of a home. However, if a dish is located in the front portion of a Lot, the Committee reserves the right to

request an Owner provide adequate documentation from a reputable dish installation company or expert that the placement of the Owner's dish had to be located in the front portion of the Lot to prevent a substantial degradation of reception. The Owner must follow this preferential placement guideline for installation of any dish. Within twenty (20) days from the installation of a Satellite Dish or Antenna, an Owner shall notify the Association of such installation. Such notice shall indicate the item installed, the approximate location on such Lot, and that such installation meets the standards contained in this provision regarding placement and location.

After a dish is installed, if the Committee believes or determines that the device could have been installed in another location on the Lot less visible from the street directly in front of the Dwelling Unit, or that the Owner did not comply or follow the preferred placement order when installing the satellite dish, then the Committee reserves the right to require the Owner to move the dish to another location less visible from the street, or to seek the removal of the dish from its location, so long as the relocation of the dish does not substantially impact or degrade the reception of the device. For example, if an Owner locates a dish on the front of his home, and it is determined that the dish could have been installed in a location on the rear or side of the home that would have still allowed adequate reception, then the Committee may require the Owner to move the dish, at the Owner's expense, to a less visible location.

In addition, the Committee reserves the right to require landscaping, fencing or other screening around the dish to hide it from direct view of the street, or to cover or paint the dish to make it more acceptable in appearance to its surroundings, so long as none of these changes or screenings impair the reception of the device. If an Owner fails to install or make the improvements or modifications requested by the Committee, then the Association reserves the right to enter upon the Owner's Lot upon ten (10) days prior notice and make said improvements or modifications, the expense of which shall be added to the Owner's account. The ten (10) day notice provided to the Owner shall set forth the specific work to be performed. If an Owner objects to or prevents the Association from making such improvements or modifications, then the Association reserves the right to seek injunctive relief for the removal of the dish. Other antennae, aerials or devices, towers or radio antennae that are not covered by the OTARD rule, such as dishes larger than one (1) meter in diameter and ham or amateur radio antennas are strictly prohibited on any Lot in the Springs of Hamptons Development. The Committee reserves the right to adopt rules or make changes to the requirements of this provision as allowed by or required by any changes or amendments to the Federal Telecommunications Act of 1996.

18. Solar Technology. Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the Committee.

19. Swimming Pools. Except as provided for herein, no on-ground or above-ground swimming pool shall be installed or erected upon any Lot, including inflatable pools. A pool generally designed for above ground use that is completely or partially buried in the ground will not be considered an in-ground pool for purposes of this provision.

A spa, hot tub or a small, one-piece or inflatable "kiddie" pool shall not be considered an above ground pool for purposes of this restriction. Before any spa, hot tub or in-ground pool may be installed on any Lot, the Owner must submit a written architectural request form and receive written approval for the installation of the spa, hot tub or in-ground pool, plus fencing, if required, from the Committee. A "kiddie" pool is no more than fifteen (15) inches in depth and six (6) feet in diameter. Any pool larger than these dimensions, whether inflatable or hard-sided, shall not be considered a "kiddie" pool.

Proper fencing, as required by law, is required for all in-ground pools, unless an appropriate electronic, or sliding, cover is installed in lieu of fencing as set forth under state law.

20. Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owner's premises. All pets and owners shall also be subject to the pet and animal ordinances of the City of Indianapolis and Marion County.

21. Fencing. Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence. All fencing must be maintained in good condition and shall not be installed in a manner so that the supporting posts on the inside of the fence are showing to the outside of the property (i.e. no backward fences). All fences, including the fence's materials, style, location on the lot, and height, must be approved by the Committee in writing before being installed or built. No chain link fences, galvanized or vinyl coated, are permitted in the Springs of Hamptons Development.

22. Mailboxes. The Association will require a standardized mailbox and post for each residence and shall establish design, material, and paint specifications for mailboxes and posts which will be standard for all mailboxes and posts in this subdivision. All houses must have a green, Step 2 mailbox.

23. Retention Lake – Use and Maintenance Obligation. Lots sixty-two (62) through seventy-six (76) inclusive abut a separate body of water shown on the Spring of Hamptons final plat as "Block A" (hereinafter called "Lake"). This lake serves as retention or drainage area and outlet for surface water in Springs of Hamptons. Any owner in Springs of Hamptons shall have the right to use the lake for fishing so long as it is done solely from the shoreline land bank, access to the lake is gained through the common area, and the user does not trespass upon any lot owner's private property adjacent to the lake. No owner may use the lake for any other purpose including, but not limited to, wading, boating, skating, or swimming.

24. Maintenance Fee. The following provisions shall apply to each owner in the Development subject to this Revised Declaration:

- A. Liability for Assessment. Each owner of a lot in the Development, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges for maintenance, insurance, taxes and other costs and expenses incurred by the Association and, (2) special assessments for capital improvements and operating deficits. Such assessments are mandatory, shall be distributed or shared among the Owners on an equal, or pro-rata, basis; and shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the lot and shall be a continuing lien upon the property against which each such assessments is made. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was the owner of such property at the time when the assessment was due. If more than one person owned the property when the assessment became due, then the co-owners shall be joint and severally liable for the personal obligation for unpaid assessments. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

- B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Development; to ensure compliance with and the enforcement of the restrictions, rules and regulations set forth in or adopted pursuant to the Revised Declaration, Articles or Bylaws; and for the improvement and maintenance of the common areas and other areas owned, leased, managed, used or operated by the Association.
- C. Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth the amount of the annual assessment sufficient to cover all anticipated expenses for the coming fiscal year (with appropriate allocations for expenses attributed to any shared facilities), together with a reasonable allowance for contingencies and reserves for periodic repair and replacement of the Association's Property. A copy of this budget shall be delivered to each owner at least thirty (30) days prior to the beginning of each fiscal year of the Association or at the annual meeting, whichever is later in time.
- D. Special Assessments. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association may from time to time incur; or to cover any operating deficits that may occur should the Board of Directors determine at any time during the fiscal year that the annual assessments levied for that year are insufficient to pay for the common expenses of the Association for that fiscal year. The Board of Directors may approve a special assessment without the approval of the members, so long as the amount of each special assessment does not exceed twenty-five percent (25%) of the amount of the annual assessment for the year in which the special assessment is approved. If the Board determines that a special assessment larger than twenty-five percent (25%) of the annual assessment is required, then the Board shall call a special meeting of the Association to consider imposing such special assessment; and a special assessment which is more than twenty-five percent (25%) of the annual assessment amount shall be imposed only with the approval of two-thirds (2/3) of all eligible Members of the Association voting in person or by proxy at a duly constituted special meeting called for the purpose of voting on said special assessment. A special assessment shall be due and payable on the date(s) determined by the Board of Directors.
- E. Fiscal Year; Date of Commencement; Due Dates. The fiscal year of the Association shall begin at the beginning of the first day of January in each calendar year and end at the close of the last day of December of the same calendar year. The liability of an Owner for assessments under this Declaration shall commence as of the date such Owner acquires his interest in a Lot. The annual assessment for each fiscal year shall become due and payable on the first day of March in each calendar year. Any assessments which are not paid within thirty (30) days of becoming due shall be delinquent. Annual assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such assessments in installments.
- F. Duties of the Association.
- i) The Board shall keep proper books and records of the levy and collection of each annual and special assessment, including a roster

setting forth the identification of each and every Lot and each assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Association reserves the right to require any member to request inspection of the accounts, books, records, financial statements, and other papers of the Association according to the requirements set forth under the Indiana Nonprofit Corporation Act of 1991, specifically Indiana Code 23-17-27 *et seq.*, and any amendments or modification subsequently adopted thereto, and reserves the right to deny any such request in which the Association determines was not made in good faith or for a proper purpose, the member fails to describe with reasonable particularity the purpose and the records the member desires to inspect, or the records requested are not directly connected to the stated purpose for the request.

- ii) The Board shall cause written notice of all assessments levied by the Association upon the Lots and upon the Owners to be mailed or delivered to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such assessment or *any* installment thereof. In the event such notice is mailed or delivered less than thirty (30) days prior to the due date of the assessment to which such notice pertains, payment of such assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing or delivery of such notice.
- iii) The Association, or their appointed agent or representative, shall promptly furnish to any Owner or any mortgagee of any Owner upon request a certificate in writing signed by an officer of the Association, or their duly appointed agent or representative, setting forth the extent to which assessments have been levied and paid with respect to such requesting Owner's or mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Association, or its agent or representative, may assess a reasonable administrative fee for such certificate.
- iv) The Association shall notify any mortgagee from which it has received a request for notice of any default in the performance by any owner of any obligation under the Bylaws or this Revised Declaration which is not cured within sixty (60) days.

G. Failure of Owner to Pay Assessments. If any assessment (or monthly installment of such assessment, if applicable) is not paid on the date when due, then the entire unpaid assessment shall become delinquent and shall become, together with such interest thereon, late fees and other costs of collection thereof as hereinafter provided, a lien on the Lot, binding upon the then Lot Owner, his heirs, devisees, successors, and assigns. The recording and foreclosure of any lien right set forth herein shall follow the requirements of Indiana Code 32-28-14-1 *et seq.* The personal obligation of the then Lot Owner to pay such assessments, however, shall remain his personal

obligation 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 assessment falls due, the assessment shall bear interest from the date of delinquency at the rate of 18% per annum. In addition, the Association may impose reasonable late fees on all delinquencies in an amount(s) determined by the Board from time to time. 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, or both, and there shall be added to the amount of such assessment the costs of preparing the collection notices and letters, preparing and filing the complaint in such action, interest and late fees on the assessment as above provided, and reasonable attorneys' fees, together with the costs of the action. However, the Association need not file an action before it is entitled to recover any assessments, late fees, interest, expenses, or collection or attorney fees incurred as a result of delinquency collection efforts, and such costs may be added to the Owner's account prior to the filing of a lawsuit.

No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot or by waiving or not using the Common Areas.

- H. Subordination of Association's Assessment Lien to Mortgage. Notwithstanding anything contained in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot to a mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Annual Assessment or Special Assessment as to such installments which become due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior owner from personal liability therefore. No such sale, transfer or conveyance shall relieve the Lot or the purchaser thereof at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments the Annual Assessments or Special Assessments thereafter becoming due or from the lien therefore. Such unpaid share of any Annual Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a common expense collectible from all Owners (including the subject Dwelling Unit Site from which it arose).

25. Architectural Control Committee. The following architectural procedures and rules shall apply to the Development:

- A. Creation. There shall be, and hereby is, created and established an Architectural Control Committee ("Committee") to perform the functions provided for herein. The committee shall consist of three (3) homeowners, all of whom shall be appointed by and shall serve at the discretion of the Board. Each member of the Committee shall be an Owner or one of the persons constituting a multiple Owner of a Lot. Members of the Committee may or may not be members of the Board.
- B. Purposes and powers of committee. The committee shall regulate the external design, appearance location of residences, buildings, structures, fences, or other improvements placed on any Lot or in the common area in such a manner as to preserve and enhance the value and desirability of the real estate for the benefit of each owner and to maintain a harmonious relationship among structures and the natural vegetation and topography.

- i) In general. No residence, building, fence, wall, structure or improvement of any type of kind shall be constructed or placed on any Lot or within the common area without the prior written approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the 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 any such proposed construction or improvement. Such plans shall include a plot plan showing the location of all current 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 composition of all exterior materials proposed to be used together with any other material or information which the Committee may require. All plans and drawings submitted to the committee shall be drawn to a scale. When required by the Committee, plot plans shall be prepared by a Registered Land Surveyor, Engineer, or Architect. Plot plans submitted for the improvement location permit shall bear the stamp or signature of the committee acknowledging the approval thereof.
- ii) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:
- a. The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show a proposed improvement which is in violation of this Revised Declaration or any subdivision plat of the Development recorded in the Office of the Recorder in Marion County;
 - b. The design of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures;
or
 - c. The proposed improvement, or any part thereof, would, in the opinion of the committee, be contrary to the interests, welfare or rights of any other owner.
- iii) Rules and Regulations. The Committee may, from time to time, make, amend and modify additional rules and regulations as it may deem necessary or desirable to guide owners as to the requirements of the Committee for the submission and approval of items to it. Such rules and regulations may set forth additional requirements and restrictions to those set forth in this Revised Declaration or the Bylaws; however, no

rule or regulation so adopted may conflict with any covenant or restriction set forth in the Revised Declaration.

- C. Duties of Committee. The Committee shall approve or disapprove proposed architectural requests within twenty (20) days after all required information shall have been submitted to it. The failure of the Committee to approve or deny an architectural request within twenty (20) days shall be treated as a denial of the request. One copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

PLEASE NOTE: Under no circumstance does any member or individual of the Board or Committee have the authority to verbally grant or approve any architectural request or issue a written approval without the proper approval of the respective Board or Committee. Owners in the Development are hereby given notice that any verbal or unauthorized approval for any architectural improvement project is hereby considered invalid and will not act as an estoppel or defense against the Board's or Committee's request for written application for the project or the subsequent denial of the project by the Board or Committee.

- D. Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the architectural standards set forth in this Declaration or the rules, regulations and/or guidelines adopted pursuant thereto, if a situation arises whereby to hold the Owner to the strict terms of this Revised Declaration would impose unreasonable hardship upon the Owner or if exceptional circumstances exist which would justify such a variance. The Committee may also consider an appeal based upon the existence of technological advances in design and materials and such comparable or alternative techniques, methods or materials that were not readily available on the open market when this Revised Declaration was recorded.

In any such case, the variance shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to enforce this Revised Declaration or any rules adopted thereto against any other Owner. Whether or not to grant a variance is solely the determination of the Board, and a decision to grant a variance in one instance does not require the Board to grant a variance in another instance, even if the facts are similar in nature.

No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance requested by an Owner or any person acting for on behalf of any Owner.

- E. Liability of Committee. The Committee, Developer, and/or Association, or any agent of the foregoing, shall not 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 according thereto.

- F. Inspection. The Committee reserves the right to inspect any work being performed to assure compliance with this Revised Declaration and the owner's architectural request plan that was submitted and approved by the Committee.

The Developer, Committee and/or Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Revised Declaration or any rule adopted by the Committee or Board, or the improvement does not comply with the plans or specifications of any submitted and approved architectural request. If an Owner wishes to make any changes or modifications to any previously approved architectural project during the erection or construction of the project, then a new architectural request form must be submitted to and approved by the Committee before such changes or modifications to previously approved plans or specifications may be made.

26. Duration of Covenants. The foregoing covenants, conditions, and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2009, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. These covenants may be amended, replaced or repealed in whole or in part at any time by an affirmative vote of the eligible owners of a majority of the numbered lots in the Springs of Hamptons. If at any time the owners of Schmitt Farms adopt this Revised and Restated Declaration, or any future revision thereto, then these covenants may be amended, replaced or repealed in whole or in part at any time by an affirmative vote of the eligible owners of a majority of the combined numbered lots in the Development.

27. Enforcement of Covenants. These covenants, including amendments or modifications thereto, and any rules adopted pursuant thereto, shall be binding and enforceable upon each and every Lot and Lot Owner in the Development. The violation of any covenant, restriction or rule set forth herein or adopted by the Association shall be subject to an action at law or in equity by the Association to enjoin the violation, or pursue any other relief or remedy as may be set forth in this Revised Declaration, Bylaws or rules.

If the Association takes any action to enforce any covenant, restriction or rule, including, but not limited to, the preparing and sending of violation letters, towing of vehicles, self-help or legal action filed in the courts, then the Association shall be entitled to reimbursement of all its costs and expenses, including, but not limited to reasonable attorney fees, administrative charges, and court costs, of said enforcement activity or action from the party or parties in violation of said covenant, restriction or rule.

No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of the provisions of this Revised Declaration, or any adopted rule of the Association, shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of the Revised Declaration or any rule adopted by the Association. Likewise, no delay or failure of any party to enforce any particular provision of the Revised Declaration or any rule adopted by the Association shall be deemed a waiver or an estoppel of that party to enforce another provision of the Revised Declaration or any rule adopted by the Association.

The Board may adopt rules setting forth enforcement procedures as deems necessary or advisable.

28. Effect of Becoming an Owner. The Lot Owners of any lot in the Development, by acceptance of a deed conveying the title thereto, shall accept such deed and execute such contract subject to this Revised Declaration, and shall be deemed to be a member of the Springs of Hamptons Homeowners Association, Inc. (or similar name thereto) and bound by the Articles of Incorporation and Bylaws of the Association, as may be amended and/or recorded from time to time. By acceptance of such deed the Owner acknowledges the rights and powers of Association with respect to this Revised Declaration and the Bylaws; and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the other Owners and subsequent Owners of each of the Lots affected by this Revised Declaration to keep, observe, comply with all provisions set forth in the Revised Declaration, Articles of Incorporation and Bylaws, and any rules adopted by the Board or Committee pursuant to its authority set forth in the Revised Declaration or Bylaws.

29. Severability. Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect on the validity, enforceability or running quality of any other one of the restrictions.

[End of Revised Declaration]

937 IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Revised and Restated
938 Declaration of Covenants, Conditions and Restrictions for Springs of Hamptons Subdivision and
939 swear, affirm or certify, under penalties of perjury, the truth of the facts herein stated, this
940 3RD day of May, 2011.
941

942 SPRINGS OF HAMPTONS HOMEOWNERS ASSOCIATION, INC.
943 by:

944 [Signature]
945 President Jason Kelly
946
947 Springs of Hamptons Homeowners Association, Inc.
948
949

950 ATTEST:
951 [Signature]
952 Secretary Dan Bowers
953
954 Springs of Hamptons Homeowners Association, Inc.
955
956
957
958

959 STATE OF INDIANA)
960)
961 COUNTY OF MARION)
962)

963 Before me a Notary Public in and for said County and State, personally appeared
964 Jason Kelly and Dan Bowers, the
965 President and Secretary, respectively, of Springs of Hamptons Homeowners Association, Inc., who
966 acknowledged execution of the foregoing Revised and Restated Declaration of Covenants, Conditions and
967 Restrictions for Springs of Hamptons Subdivision and who, having been duly sworn, stated that the
968 representations contained herein are true.
969

970 Witness my hand and Notarial Seal of this 3RD day of May, 2011.
971 [Signature]
972 Notary of Public - Signature
973 Charles Manville
974 Printed
975

976 My Commission Expires:
977 9/17/17
978
979

Residence County: Johnson

980 I hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact
981 each Social Security number in this document, unless required by law. -Scott A. Tanner
982

983 This document was prepared by:

984 Scott A. Tanner
985 TANNER LAW GROUP
986 6745 Gray Road, Suite H
987 Indianapolis, IN 46237

