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Cross-References: Instrument Nos. 2008005793 and 2009 012221



DECLARATION
of
Covenants and Restrictions
for
Springhouse Ridge

RAMSEY LAND DEVELOPMENT, INC., an Indiana corporation to be known as the "Founder," makes this Declaration of Covenants and Restrictions for Springhouse Ridge (the "Springhouse Ridge Declaration") on the 9th day of July, 2009.

RECITALS:

A. The Founder has previously recorded a Renwick Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood, which is recorded as Instrument Number 2005021762 and re-recorded as Instrument Number 2008005793 in the office of the Recorder of Monroe County, Indiana (as modified, amended, or supplemented heretofore, contemporaneously herewith, or hereafter, the "Renwick Declaration"). The Renwick Declaration established covenants and restrictions for the property subject to the Renwick Declaration (which property, including property as it is submitted in the future, shall be known as "the Neighborhood") and established an owners' association (the "Association") for maintenance of common areas within the Neighborhood.

B. Lots within the Springhouse Ridge section of the Neighborhood are to be developed with attached homes known as villas. Villas generally have shared roof structures which need to be maintained in common.

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C. Section 1.27 of the Renwick Declaration defines "Zones" as smaller, contiguous areas within Renwick of distinct character or housing type. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

D. Section 2.3 of the Renwick Declaration anticipates that provisions of the Renwick Declaration may be modified or supplemented if needed to reflect the different character of certain Neighborhood Zones and anticipates the creation of Neighborhood Zone advisory councils.

E. Section 2.4 of the Renwick Declaration allows Zones to be designated by Supplemental Declaration. Alternatively, the board of directors of the Association (the "Board") is authorized to designate "Neighborhood Zones."

F. Pursuant to a Third Supplemental Declaration dated July 9, 2009 and recorded as Instrument Number 2009012221 _____ in the office of the Recorder of Monroe County, Indiana, Springhouse Ridge has been designated as a Zone.

G. Section 8.7 of the Renwick Declaration allows any Neighborhood Zone, by majority vote of the Members within that Neighborhood Zone and approval of the Board, to vote to assess themselves for maintenance or services in addition to those normally provided by the Association. Any assessment so approved shall be assessed to all Owners within that Neighborhood Zone or designated group as an Individual Parcel Assessment.

H. The Founder wishes to provide for the special maintenance needs of Springhouse Ridge and to create a Neighborhood Zone advisory council to be known as the Springhouse Ridge Advisory Council.

DECLARATION:

The Founder hereby establishes this Springhouse Ridge Declaration, which shall apply to all Lots and Villas (as hereinafter defined) now or hereafter comprising Springhouse Ridge at Renwick.

The Founder hereby declares that all such Lots and Villas shall be held, sold and conveyed subject to the covenants, restrictions and easements of this Springhouse Ridge Declaration, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood.

ARTICLE I
DEFINITIONS

- 1.1 Villas. Villas are attached homes in Springhouse Ridge at Renwick which are intended to be conveyed to separate owners and which have not been declared into a condominium form of ownership.
- 1.2 Villa Block. A Villa Block is a pair of Villas which share a common roof structure.
- 1.3 Parcel. As defined in the Neighborhood Declaration, a "Parcel" is the smallest parcel of land which may be separately conveyed. Ordinarily, Parcels are designated as numbered, separately identifiable lots on the recorded subdivision plat. Once improved, the Parcel includes any buildings or other permanent improvements.
- 1.4 Additional Definitions. Additional terms defined in the Neighborhood Declaration are hereby incorporated by reference for all purposes.

ARTICLE II
SERVICES AND COSTS

- 2.1 Services.
- (a) Landscape Maintenance. The Association shall maintain the yards of each Villa.
 - (b) Trees and Shrubs. The Association shall maintain and replace as needed (as determined by the Board) the trees and shrubs planted or installed on a Villa Parcel by the Founder, the builder of the Villas, or the Association.
 - (c) Irrigation. The Villa Parcels are intended to have a shared irrigation system serving the front yard of each Villa and the Springhouse Ridge gardens. The Association shall maintain the irrigation system. Owners shall not damage or interfere with the operation of the irrigation system and shall promptly report to the Association any damaged or inoperable equipment.
 - (d) Snow Removal. The Association shall provide snow removal from the sidewalks and driveways of each Villa. Unless otherwise determined by the Association from time to time, snow removal shall be undertaken when snow cover on the driveways and sidewalks exceeds two (2) inches.

- (e) **Roof.** The Association shall maintain the shared roof structure of a Villa Block, as further provided in Article III.
- (f) **Gutter Cleaning.** The Association shall provide routine cleaning of the gutters of each Villa. Unless otherwise determined by the Association from time to time, gutter cleaning shall be undertaken twice per year.
- (g) **Erosion Control Maintenance.** Certain Villa Parcels contain erosion control measures such as rocks and landscaping installed by the Founder, the builder of the Villas or the Association. The Association shall maintain and replace as needed (as determined by the Board) such erosion control measures.
- (h) **Pest Control.** The Association may provide basic pest control service, including termite prevention measures. The Board shall determine the type of service. Each Villa Owner shall cooperate in granting access for pest control service if provided. Each Villa Owner is responsible for, and shall promptly repair, any termite damage or any other infestation that is not covered by the Association's insurance coverage, if any.
- (i) **Additional Services.** The Springhouse Ridge Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to assess themselves for additional maintenance or services for a prescribed period of time of up to five years.
- (j) **Termination of Services.** The Springhouse Ridge Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to terminate any of the services listed above or otherwise provided previously to the Springhouse Ridge Zone.

2.2 **Costs.** The cost of services and maintenance shall be shared among all Villa Parcels in accordance with this section, and shall be assessed to the Villas as an Individual Parcel Assessment. Costs are to be divided as follows:

- (a) **Maintenance.** The costs of maintenance and for all other services required or permitted under this Springhouse Ridge Declaration shall be shared equally among all Villas.
- (b) **Management.** The cost of the Association's additional professional management attributed to the Springhouse Ridge Zone shall be added to the cost of the services provided.

2.3 Reserve Fund.

- (a) Villa Roof. The Association shall establish and maintain a reserve account for repair and replacement of Villa roofs based on the expected life and replacement cost.
- (b) Other Reserves. The Association may also establish reserves for repainting and other major expenses for the Springhouse Ridge Zone as it deems reasonable and efficient. All reserve funds collected by the Association for expenses for the Springhouse Ridge Zone generally shall be maintained and spent for working capital, contingencies and replacements exclusively within the Springhouse Ridge Zone.
- (c) Assessment. Reserve contributions shall be assessed to Villa Owners as an Individual Parcel Assessment, shared equally among all Villas.
- (d) Accounts. Reserve funds shall be deposited in a Springhouse Ridge Zone account.

ARTICLE III
SHARED ROOF

3.1 Application. This Article shall apply to any Villa with a shared roof structure.

3.2 Replacement. The entire roof shall be replaced when any of the following shall occur:

- (a) A roof which is approaching its normal life expectancy (or which the Association deems to be defective) requires repair and the Association determines that it would be more efficient to replace the roof, or
- (b) A portion of the roof has been damaged by casualty, and the Association chooses to replace the roof under section 3.5.

3.3 Repair. For any Villa Block which shares a roof, if the roof does not need to be replaced but is causing water leakage or the Association otherwise determines that a roof requires repair, then the Association shall make all necessary repairs. If the Association determines that a roof does not need to be repaired, the Owner of the Villa directly underneath the damaged portion shall have the right to repair the roof subject to architectural control under section 3.6.

3.4 Payment of Repairs or Replacement. The cost of roof replacement under 3.2 or repair under section 3.3 shall be paid first from any insurance proceeds and then from the reserve

fund. If the reserve fund is not sufficient to pay for the repair or replacement, then the Association shall levy a special Individual Parcel Assessment on each Villa within the Springhouse Ridge Zone to cover the cost.

3.5 Casualty. If the roof is damaged as the result of casualty, the Owner of the Villa directly underneath the damaged portion shall promptly notify the Association. If the Association is not immediately responsive, the Owner shall also take reasonable steps to obtain emergency bracing and temporary covering for the roof as necessary to protect the Owner's Villa and other Villas, the reasonable cost for which shall be reimbursed to the Owner by the Association from insurance proceeds or otherwise. The Association shall pay for the repair or replacement first from insurance proceeds and then from reserves. If the reserves are not sufficient to pay the cost, each Villa within the Springhouse Ridge Zone shall be subject to Individual Parcel Assessments for the deficit.

3.6 Architectural Control. Any repair or replacement of a roof with materials or style different from those originally approved must be approved in accordance with the architectural review provisions of the Master Deed Restrictions. No antenna, satellite dish or other structure may be erected on the roof unless approved in accordance with the architectural review provisions of the Master Deed Restrictions. Any such structure to be placed on the roof must also be approved by the Association to assure that the roof will not be damaged.

3.7 Owner Responsibility. Owners shall promptly report to the Association any water leakage in any Villa. Owners shall be responsible for repairing damage to the interior of the Owner's Villa caused by water leakage from the roof.

3.8 Damage or Destruction by Owner. If any Owner or any of his guests, tenants, licensees, agents, employees or members of his family intentionally or as a result of negligence or misuse damages the roof or any other portion of the Villa Parcel to be maintained by the Association, the Owner hereby authorizes the Association to repair the damage. To the extent not covered by insurance, the cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

ARTICLE IV OTHER MAINTENANCE

4.1 Exterior Maintenance. The Board shall make rules determining which portions of the Villa buildings shall be maintained by the Association and which portions shall be maintained by

the Owner. Unless the Board determines otherwise, the exterior wall surfaces, exterior doors (including garage doors, but excluding door openers and hardware), gutters, downspouts, patios, decks, exterior trim, and other exterior improvements of each Villa Block shall be maintained by the Association. Such maintenance shall include repair and replacement as necessary, and painting, pressure washing or other cleaning as determined by the Board.

4.2 Roofs. Villa roofs shall be maintained in accordance with Article III.

4.3 Owners' Rights, Responsibilities. Except as specifically provided in this Springhouse Ridge Declaration or other recorded instrument, each Owner shall care for and maintain at the Owner's expense all parts of that Owner's property. Such maintenance responsibility by the Owner shall include, without limitation, maintenance of (a) all fixtures and equipment installed within the Villa commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Villa; (b) windows; (c) the sewer lateral that serves the Villa from the point where the sewer line exits the Villa to the point where the sewer lateral connects to the City of Bloomington sewer main; (d) trees and shrubs planted and installed on the Villa Parcel by the Owner; and (e) annual flowers, perennial flowers, ground cover or plants shall be maintained by the Owner, regardless of whether the same were planted or installed by the Owner, the Association, or Founder.

4.4 Easements. To the extent reasonably necessary, the Association has, and is hereby granted, a perpetual and irrevocable easement over, under and across each Parcel and Villa for maintenance in accordance with this Declaration. The Association shall not be required to provide notice prior to performing landscape maintenance and other maintenance that does not require access to the interior of the Villa. The Association is hereby granted a perpetual and irrevocable right of entry and shall be granted access to the interior of the Villa as reasonably necessary to perform its duties, at reasonable times and with reasonable notice, except in an emergency when the Association may take whatever actions are reasonably necessary to prevent further damage to the Villa or other Villas. The Association may assign its rights under this paragraph to its agents and employees.

ARTICLE V INSURANCE; CASUALTY

5.1 Purchase by Association. The Association shall contract for property insurance for Springhouse Ridge. The Association shall assess the cost to each Villa Parcel as an Individual Parcel Assessment. Individual Parcel Assessments for such property insurance may be payable annually or on a more frequent basis, as specified from time to time in the invoices provided to the Villa Owners from time to time. The cost of the Individual Parcel Assessments for property

insurance shall be based upon the relative cost of insurance for the various Parcels, if reasonably available. Otherwise, the pro rata assessments shall be based upon the total square footage of enclosed space in the Villa Parcel. Unless the Board determines otherwise, such coverage shall be blanket "bare-wall," agreed value, special cause of loss insurance, including replacement cost, terrorist and earthquake coverage, insuring: footings, foundations, exterior walls and load bearing walls, interior stud walls and framing and stairs, interior perimeter support walls and beams, exterior siding, exterior windows and doors, garage doors, roofs, porches, decks and patios (screened and glassed areas included), fireplaces (inserts excluded), electrical service to the meter, and plumbing to the inside of the exterior wall.

5.2 Owner's Insurance. It shall be the responsibility of each Parcel Owner to determine the extent of the coverage contracted for by the Association and to obtain private coverage as necessary. Insurance obtained by the Association may not include liability coverage and may have a significant deductible. Insurance obtained by the Association may not include owners' furnishings and personal property, earthquake coverage, plumbing from the meter in to the dwelling, electrical from the meter in to the dwelling, duct work, insulation, floor coverings, dry wall, dry wall coverings such as paint, wallpaper, tile, decoration and trim, light fixtures, appliances, interior doors and trim, plumbing fixtures, heating, cooling, filtering units, ceiling and exhaust fans, window treatments, and cabinets (including but not limited to kitchen and bathroom cabinets, built-in bookcases and television enclosures).

5.3 Notification of Change or Termination. If the Association decides to eliminate or reduce existing insurance coverage, the Association shall notify all Villa Owners at least sixty (60) days prior to the effective date of the change so that each Owner can obtain coverage.

5.4 Notice of Remodeling by Owners. It shall be the responsibility of each Owner to notify the Association of increased value of the Villa as a result of improvements to the components of the Villa for which the Association maintains insurance. The Association needs this information so it can secure appropriate increases in the amount of property insurance obtained by the Association for Springhouse Ridge. In addition, each Villa Owner is strongly encouraged to notify the insurance company providing insurance for the Owner of improvements to a Villa that result in increased value of the improvements covered by such insurance.

5.5 Casualty Loss.

- (a) Generally. If any Villa is damaged by casualty, the Owner shall promptly clean, secure and repair the damaged property unless the Association determines that it shall make the repair. Any repair or reconstruction shall be according to the specifications as they existed before the damage, or to specifications approved

by the Design Review Board. If the Owner is responsible for the repair, then the Association shall make available to the Owner applicable insurance proceeds. The Association shall institute reasonable procedures to assure proper use of the insurance proceeds.

- (b) Villas. Damage to a Villa roof shall be reported to the Association in accordance with Section 3.5. If necessary to preserve the structural integrity of other Villas, the Owner of the damaged Villa shall provide emergency bracing, protection from water intrusion or other necessary temporary repairs.

ARTICLE VI SPRINGHOUSE RIDGE ADVISORY COUNCIL

A Neighborhood Zone advisory council of Springhouse Ridge Owners (the "Springhouse Ridge Advisory Council") is hereby established to represent the interests of the Villa Owners. Such council shall consist of three (3) members. The members of the Springhouse Ridge Advisory Council shall be elected by the vote of the Villa Owners at an annual meeting of such Villa Owners. The first meeting shall be called within sixty (60) days after conveyance of seventy-five percent (75%) of the total number of anticipated Villa Parcels in Springhouse Ridge to persons other than a builder or developer. The Villa Owners holding at least one-third (1/3) of the total votes of Villa Parcels in Springhouse Ridge, represented in person or by proxy, shall constitute a quorum at any meeting of the Springhouse Ridge Advisory Council. The Villa Owners shall have the number of votes assigned to their Lots in the Declaration. To the extent allowed by law, a quorum may be evidenced, and votes may be cast, by written ballot or electronic means. Springhouse Ridge Advisory Council members shall be elected for a term of one (1) year or until their successors are elected. Any director elected to the Board from Springhouse Ridge shall be an *ex officio* member of the Springhouse Ridge Advisory Council. It shall be the responsibility of the Springhouse Ridge Advisory Council to recommend the nature and extent of additional services and capital improvements for approval by the Villa Owners and the Board pursuant to Section 8.7 of the Declaration. The Springhouse Ridge Advisory Council shall also prepare and deliver to the Board a recommended annual budget for Springhouse Ridge Zone expenses, including replacement reserves and capital expenses. The Springhouse Ridge Advisory Council may advise the Board on any other issue, but shall not have authority to bind the Board. Beginning on the date the Owners other than the Founder become entitled to elect a member of the Board (as determined pursuant to Article III of the Bylaws of the Association), a member of the Springhouse Ridge Advisory Council may sit on the Board as a non-voting director.

Cross-References: Instrument Nos. 2009012222 and 2005021762



FIRST AMENDMENT

to

Declaration of Covenants and Restrictions

for

Springhouse Ridge

RAMSEY LAND DEVELOPMENT, INC., an Indiana corporation to be known as the "Founder," makes this First Amendment to Declaration of Covenants and Restrictions for Springhouse Ridge (the "Springhouse Ridge Declaration") as of the 28th day of May, 2013.

RECITALS:

A. The Founder previously recorded a Declaration of Covenants and Restrictions for Springhouse Ridge, which is recorded as Instrument Number 2009012222 in the office of the Recorder of Monroe County, Indiana (as modified, amended, or supplemented heretofore, contemporaneously herewith, or hereafter, the "Springhouse Ridge Declaration").

B. As of the date of the original Springhouse Ridge Declaration, it was anticipated that Lots within the Springhouse Ridge section of the Neighborhood would be developed with attached homes known as villas.

C. As of the date of this First Amendment, attached homes ("Attached Villas") have been constructed on Lots 1-4, 11-20, 25, 26, 31 & 32 ("Attached Home Lots"), and no homes have been constructed on Lots 5-10, 21-24, & 27-30 ("Undeveloped Lots").

D. The Undeveloped Lots are owned by Springhouse Ridge, Inc., an Indiana corporation. Springhouse Ridge, Inc. intends to construct a single family detached home on each of the Undeveloped Lots ("Detached Villas").

E. Section 2.3 of the Renwick Declaration anticipates that provisions of the Renwick Declaration may be modified or supplemented if needed to reflect the different character of a Neighborhood Zone.

F. Pursuant to Section 9.5 of the Declaration of Charter, Easements, Covenants and Restrictions, recorded as Instrument Number 2005021762 in the office of the Recorder of Monroe County, Indiana (as modified, amended or supplemented heretofore, contemporaneously herewith, or hereafter, the "Renwick Neighborhood Declaration"), the Founder may establish a different relative value for additional property of substantially different size or use.

G. The Detached Villas have a different size and use than the Attached Villas. For example, Detached Villas have larger yards and more siding than Attached Villas.

H. The Founder wishes to revise the Springhouse Ridge Declaration to address the different character of the Detached Villas that Springhouse Ridge, Inc. intends to construct on each of the Undeveloped Lots.

AMENDMENTS:

1. Section 1.1 is hereby amended and restated as follows:

1.1 Villas. Villas are attached or detached homes in Springhouse Ridge at Renwick which are intended to be conveyed to separate owners and which have not been declared into a condominium form of ownership.

2. Section 1.2 is hereby amended and restated as follows:

1.2 Villa Block. A Villa Block is a pair of Attached Villas which share a common roof structure.

3. Section 2.1(e) is hereby amended and restated as follows:

2.1(e) Roof. The Association shall maintain the roof structure of each Villa, as further provided in Article III.

4. The title to Article III is hereby revised to read "Roof."
5. Section 3.1 is hereby amended and restated as follows:

3.1 Application. This Article shall apply to all Villas, whether such Villa is part of a Villa Block with a shared roof structure or whether such Villa is a detached home without a shared roof structure.

6. Section 3.3 is hereby revised to delete the phrase "For any Villa Block which shares a roof" from the first sentence of Section 3.3.

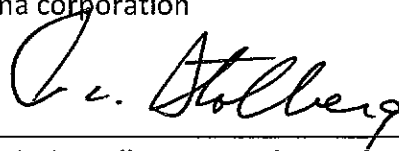
7. Pursuant to Section 9.5 of the Renwick Neighborhood Declaration, and based on the size of the Detached Villas and the Attached Villas and the expected usage levels of the occupants of each Detached Villa and Attached Villa, the Founder establishes a different relative value for Detached Villas and Attached Villas. Each Detached Villa in Springhouse Ridge shall be assigned a value of 1.18. Each Attached Villa in Springhouse Ridge shall be assigned a value of 1.0.

The provisions of this First Amendment shall be covenants running with the land and shall be binding on all persons and entities from time to time having a right, title or interest in Springhouse Ridge at Renwick or any part thereof and all persons claiming under them. Except as expressly provided in or amended by this First Amendment, the terms and provisions of the original Springhouse Ridge Declaration shall remain in full force and effect. If there is a conflict between the terms of this First Amendment and the terms of the original Springhouse Ridge Declaration, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the undersigned does hereby make this First Amendment to Declaration of Covenants and Restrictions for Springhouse Ridge and has caused this First Amendment to be executed as of the day and year first above written.

Ramsey Land Development, Inc.,
an Indiana corporation

By:

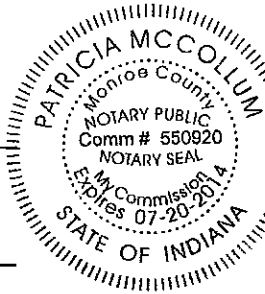

Eric C. Stolberg, President

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Eric C. Stolberg, known to me to be the President of Ramsey Land Development, Inc., an Indiana corporation, personally appeared before me, a Notary Public, on the 28th day of May, 2013, and acknowledged the execution of the foregoing First Amendment to Declaration of Covenants and Restrictions for Springhouse Ridge for and on behalf of such corporation.

County of Residence:
Monroe

My Commission Expires:
7-20-14



Patricia M. Collum
Notary Public

PATRICIA M. COLLUM
Name Printed

This Instrument Prepared By: April R. Schilling, Faegre Baker Daniels LLP, 300 North Meridian Street, Suite 2700, Indianapolis, IN 46204.

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: April R. Schilling

Springhouse Ridge Declaration Amendment

Approved at the November 4, 2015 Annual Meeting

ARTICLE VI SPRINGHOUSE RIDGE ADVISORY COUNCIL

...Springhouse Ridge Advisory Council members shall be elected for shall serve for a term of ~~one (1) year~~ **three (3) years** or until his successor is elected and qualified or until he has resigned or been removed, **however, the Advisory Council will ensure that staggered terms will be maintained. Should a council member resign their position before their term is completed, the remaining council members shall appoint a member to serve the remainder of the term...**

Amendment of Services

Renwick Community Association, Inc. Springhouse Ridge Zone

Declarations of Covenants, Conditions and Restrictions

Approved at the Annual Meeting held November 1, 2016.

ARTICLE IV OTHER MAINTENANCE

4.1 Exterior Maintenance. The Board shall make rules determining which portions of the Villa buildings shall be maintained by the Association and which portions shall be maintained by the Owner. Unless the Board determines otherwise, the exterior wall surfaces, exterior doors (including garage doors, but excluding door openers and hardware), gutters, downspouts, ~~patios, decks~~, exterior trim, and other exterior improvements, **except for concrete or other patios and decks**, of each Villa Block shall be maintained by the Association. **However, the fascia, soffit, gutters, support posts, and roof of a covered deck or patio shall be maintained by the Association.** Such maintenance shall include repair and replacement as necessary, and painting, pressure washing or other cleaning as determined by the Board.