

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CREEKS EDGE SUBDIVISION

INTRODUCTION

This Declaration of Covenants, Conditions and Restrictions of Creeks Edge Subdivision (hereinafter "Declaration") is made this 7th day of November, 2005, by Sherwood Hills South, Inc., a corporation organized under the laws of the State of Indiana (hereinafter "Declarant"). This Declaration is made by Declarant in an effort to create a first-class, aesthetically pleasing residential subdivision and to maintain the value, desirability, and attractiveness of all Lots located in Creeks Edge Subdivision, (hereinafter "Creeks Edge" and/or "Subdivision") located in Bloomington, Indiana. Accordingly, Declarant hereby declares the following: (1) The real property subjected to this Declaration shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the covenants, restrictions, ~~easements, setbacks, assessments, charges, and liens hereinafter set forth and/or referenced in this~~ Declaration and the exhibits attached hereto; and (2) the purposes of this Declaration are to establish uniform standards governing the development and maintenance of the planned residential development to be known as "Creeks Edge Subdivision."

RECITALS

1. Declarant is the owner of the underlying real estate to be known as Creeks Edge.
2. The real property to be known as Creeks Edge was formerly known as Lot 10 at The Gardens at Hidden Valley Farms as indicated on the Plat thereof recorded as Instrument Number 2003008595 in the Office of the Recorder of Monroe County, Indiana on April 3, 2003 and located in Plat Cabinet C, Envelope 328.
3. The above-referenced Plat depicting the real property to be known as Creeks Edge was thereafter amended for the purpose of rededicating and/or modifying right-of-ways, lots and amended lot numbers, common areas and ingress and egress easements on the First Amended Plat thereof recorded as Instrument Number 2005002860 in the Office of the Recorder of Monroe County, Indiana on February 18, 2005 and located in Plat Cabinet C, Envelope 397. The Plat referenced in Paragraph Two above and the Plat referenced in this Paragraph Three shall collectively be referred to herein as the "Plat."
4. The Lots comprising the real property to be known as Creeks Edge are indicated on the above-referenced Amended Plat and are designated as Lots 8, 9, 11 through 39 and 2.

5. Sherwood Realty, LLC is made a party to this Declaration as a result of its ownership of Lot 2 in Creeks Edge and to consent to the terms and conditions of this Declaration.

ARTICLE ONE DEFINITIONS

The following terms and words, when used in this Declaration, or in any supplement or amendment hereto, shall have the following meanings:

Section 1.01. Community Association. The term "Community Association" shall mean and refer to the Creeks Edge Community Association, Inc., an Indiana not-for-profit corporation that Declarant has, or will, cause to be incorporated under said name or a similar name, its successors and assigns.

Section 1.02. Community Board. The term "Community Board" shall mean and refer to the Board that shall govern the Community Association upon the termination of the Development Period which governance shall be pursuant to the terms and conditions contained in this Declaration, and/or the Articles and Bylaws to be hereafter established for the Community Association by Declarant.

Section 1.03. Declarant. The term "Declarant" shall mean and refer to Sherwood Hills South, Inc. and/or any person, agents, successors and assigns, to whom it designates to have the rights of Declarant as identified within this Declaration.

Section 1.04. Declaration. The term "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions and Conditions of Creeks Edge, to include any and all modifications or amendments hereafter recorded.

Section 1.05. Development Period. The term "Development Period" shall mean and refer to the period of time from the date that this Declaration is executed until the first to occur of the following: (1) the transfer of twenty-five (25) lots from Declarant to third parties; (2) the date that Declarant decides to terminate the Development Period; or (3) December 31, 2008.

Section 1.06. Drainage Easement. The term "Drainage Easement" shall mean and refer to the strips and areas of real property, identified and depicted on the Plat, that are created for the purpose of providing drainage, either over land or in underground conduit, and/or detention areas for area and local storm drainage to serve the drainage needs of Creeks Edge, adjoining real property and/or the public drainage system. It shall be the responsibility of the Owners of any lots wherein any type of drainage easement is located to insure that any standpipes and the drainage paths and courses leading away from the Subdivision or to a detention area remain free from any improvements, structures, landscaping, debris or other items that could detrimentally impact the function and purpose of the Drainage Easement(s).

Section 1.07. Easement. The term “Easement” shall mean and refer to the strips and areas of real property, identified and depicted on the Plat, that are created for the purpose of providing utility service easements, drainage easements, public paths and/or walkway easements, common areas or other such easements that may affect the rights and responsibilities of the Owner of the Lots upon which such easements are located.

Section 1.08. Floodplain Line. The term “Floodplain Line” shall mean and refer to the line and affected real property, identified and depicted on the Plat, that is created for the purpose of illustrating potential flooding risks and accordingly, no Residence or other Structure shall be permitted to be constructed in such areas.

Section 1.09. Lot. The term “Lot” shall mean and refer to a physical portion of the Subdivision designated for separate ownership or occupancy (excepting therefrom Lots 2 and 33 which are designated for common areas and/or Drainage Easements), the boundaries of which are depicted on the Plat of the Subdivision as a numbered parcel.

Section 1.10. Owner. The term “Owner” shall mean and refer to Declarant and any other person who owns a Lot within the Subdivision. The term “Owner” shall not include a person having a security interest in a Lot solely as security for an obligation. In the event of multiple owners of a single Lot, all persons who own a Lot collectively shall be considered a solitary Owner.

Section 1.11. Pedestrian Easement. The term “Pedestrian Easement” shall mean and refer to the strips and area of real property, identified and depicted on the Plat, that are created for the purpose of providing public paths and walkways open the residents of the Subdivision and general public to access both the Subdivision and adjoining real property.

Section 1.12. Person. The term “Person” shall mean one or more individuals, or a corporation, estate, trustee, partnership, association, limited partnership, limited liability company, limited liability partnership, joint venture, government subdivision or agency, or other legal or commercial entity.

Section 1.13. Plat. The term “Plat” shall collectively mean and refer to the recorded subdivision plats referenced in the Recital provision above which plats are recorded in the Office of the Recorder of Monroe County, Indiana, and as the same may hereinafter be supplemented or amended which, among other things, describe the Lot lines, Easements, Right-of-Ways and Building Setback Areas.

Section 1.14. Residence. The term “Residence” shall mean and refer to a single-family dwelling constructed on any Lot within the Subdivision which construction shall be in accordance with the terms and provisions contained in this Declaration.

Section 1.15. Structure. The term "Structure" shall mean and refer to any Residence, building, gazebo, greenhouse, or other such permanent improvement constructed within the Subdivision, the construction of which shall be in accordance with the terms and provisions contained in this Declaration.

Section 1.16. Utility Easement. The term "Utility Easement" shall mean and refer to the strips and area of ground, identified and depicted on the Plat, that are created for the purpose of providing public utility companies the right to install, maintain, repair, and replace, as needed, transmission lines, mains, ducts, pipe conduits, cables, transformers and other utility service devices, either over land or in underground conduits, to serve the needs of Creeks Edge and adjoining real property. In addition to those areas shown on the Plat as a Utility Easement, there also shall exist a utility easement across the front ten feet (10') of each Lot in the Subdivision.

ARTICLE TWO PROPERTY SUBJECT TO THE DECLARATION

Section 2.01. Legal Description. The property that shall be subject to this Declaration is to be known as Creeks Edge Subdivision and is identified on the Plat. Said real property shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the covenants, restrictions, easements, setbacks, assessments, charges, and liens hereinafter set forth and/or referenced in this Declaration and the exhibits hereto. In addition the real property referenced above, the Declarant shall have the right to subdivide or plat other real property not herein described as additional phases or sections of the Subdivision.

Section 2.02. Owner Acknowledgment. The Owner(s) of any Lot in Creeks Edge by acceptance of a deed conveying title thereto, or by execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or by occupying any Lot shall conclusively be deemed to have accepted such deed, executed such contract and/or undertaken such occupancy subject to the terms and conditions of this Declaration. Moreover, each such Owner or occupier of said Lot(s) agrees to honor, keep, observe, and comply with the terms and conditions of this Declaration and further, acknowledges and accepts the rights and powers of Declarant, his agents, successors, or assigns prior to and after the expiration of the Development Period, to take action to enforce the terms and conditions of this Declaration.

ARTICLE THREE USE OF LAND

Section 3.01. Lot Use. No Lot or Lots located within the Subdivision shall be used for any purpose other than for single-family residence purposes (except Lot 33 and Lot 2 which shall

be used primarily for common area and drainage easements).

Section 3.02. Auxiliary Structures. Subject to the written approval of Declarant, his authorized agents, successors, or assigns, appropriate and slightly auxiliary structures, such as gazebos, greenhouses, underground swimming pools, and other such appropriate and slightly outbuildings and structures may be erected on any of the Lots in the Subdivision. Declarant, its authorized agents, successors, or assigns, may, however, refuse to approve any such auxiliary structure plan(s) based purely on aesthetic grounds or such other subjective reasoning.

Section 3.03. Commercial Uses. No Lot or building or any part thereof erected on any Lot shall be used for industry, business, trade, or commercial purposes, other than home professional pursuits without employees.

Section 3.04. Occupation of Residences. No Residence shall be occupied prior to its completion, and there shall be no temporary living quarters constructed on any Lot. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot within the Subdivision shall be, at any time, used as either a temporary or permanent Residence.

Section 3.05. Subdivision of Lots. No Lot within the Subdivision may be subdivided for the purpose of creating a new Lot for the construction of a Residence or for any commercial purposes. No building site shall be less in area than the area of the smallest Lot platted on the Plat of the Subdivision. Subject to Declarant's written approval, adjoining Lots may be recombined to adjust property lines, provided that no new Lot is thereby created.

Section 3.06. Time-Sharing and Leasing. No Lot may be owned or conveyed for "time-sharing" purposes. No Lot may be leased for a term of less than six (6) months. All leases shall be in writing and subject to the terms and conditions of this Declaration.

ARTICLE FOUR BUILDING RESTRICTIONS AND CONDITIONS

Section 4.01. General Overview of Restrictions and Conditions. In light of the process required to gain the City of Bloomington Planning Department's approval of the Subdivision, there are a substantial number of unique restrictions and conditions that must be honored with respect to any Residence constructed in the Subdivision. A copy of the "Notice of Planning Staff Level Final Plan Approval" (hereinafter "Notice") is attached hereto as Exhibit A and incorporated herein. To the extent that said Notice applies to the construction of a Residence within the Subdivision, all Owners of any Lot within the Subdivision must insure that construction of any such Residence, in addition to complying with the terms and conditions of this Declaration, must also insure that construction of any such Residence complies with the applicable terms and conditions of said Notice.

Section 4.02. Finish Floor Elevation. The finish floor elevation for each Residence within the Subdivision has been previously determined by Declarant and all Owners must abide by such finish floor elevations set by Declarant with respect to the construction of any Residence within the Subdivision. The finish floor elevation is indicated on the Plot Plan described in Section 4.03 below.

Section 4.03. Declarant Provided Plot Plan. Due to the multiple sheets utilized on the recorded Plat, no Owner can commence construction of a Residence prior to receiving from Declarant a Plot Plan illustrating the building site restrictions such as Easements, setbacks and Floodplain Lines.

Section 4.04. Prohibition Against Basements. Given the proximity of the Subdivision to Jackson Creek and the Floodplain Line depicted on the Plat, basements shall not be permitted in any Residence constructed within the Subdivision. All Residences must be constructed on a slab or a crawlspace.

Section 4.05. Interior Area of Residences. The main dwelling area of any Residence constructed on any Lot shall contain at least One Thousand Eight Hundred (1,800) square feet of finished area, if more than one story, which shall include at least Nine Hundred (900) square feet of finished area on the first level of any multi-story Residence, exclusive of garages and open porches unless otherwise allowed by written waiver signed by Declarant, its authorized agents, successors or assigns, and properly recorded in the Office of the Recorder of Monroe County. Split-level and bi-level Residences shall be considered multi-level Residences. Ranch style Residences shall contain at least One Thousand Six Hundred (1,600) square feet of finished area on the main level of such Residence, exclusive of garages and open porches unless otherwise allowed by written waiver signed by Declarant, its authorized agents, successors or assigns, and properly recorded in the Office of the Recorder of Monroe County.

Section 4.06. Building Exteriors. The exterior of each Residence within the Subdivision shall be sided with wood, stone, stucco, brick, aluminum, vinyl weather boarding, or other similar material. Any "similar material" must be approved in writing by Declarant, its authorized agents, successors, or assigns. All wood siding materials must be either stained or painted, rather than left in a "weathered" state.

Section 4.07. Front Porches. As indicated in the Notice attached hereto as Exhibit A, every Residence constructed within the Subdivision must have a front porch the length of which shall be at least fifty percent (50%) of the width of the Residence and the depth of which shall be at least six foot (6'). Moreover, all such porches must be constructed with stone or concrete and not wood or decking.

Section 4.08. Roof Pitch. The pitch of the roof on any Residence must be a minimum of a 7:12 pitch.

Section 4.09. Fences and Walls. No fences or walls will be permitted unless approved by Declarant, its authorized agents, successors or assigns. Further, under no circumstance, shall an Owner be permitted to erect any fence of barbed wire, fences which are electrically charged (other than "invisible" dog fence which is buried) or those made of steel material. Fences, if permitted, shall not be higher than six feet (6') with the exception of swimming pool enclosures. No fence may be constructed on the property lines parallel to any roadway within the Subdivision nor may side lot fences extend beyond the front of any house.

Section 4.10. Minimum Setback Lines. No Residence, or any part thereof, including porches and decks, nor any other permanent structure shall be erected closer than ten feet (10') from the front lot line (and no garage may be erected closer than twenty feet (20') from the front lot line). No Residence, or any part thereof, including garages, porches and decks, nor any other permanent structure shall be erected closer than twenty-five feet (25') from any rear lot line, nor closer than six feet (6') from any side lot line. Notwithstanding the above, if more restrictive setback lines are indicated on the Plat of Creeks Edge or prescribed by the Monroe County Building Department or applicable Monroe County Building ordinances or codes then the more restrictive setback lines indicated on said Plat or prescribed by the Monroe County Building Department or by applicable Monroe County Building ordinances or codes shall control.

Section 4.11. Decks and Patios. Decks and patios may be constructed of treated wood, stone, or concrete. Wood decks, patios or porches are not, however, permitted on the front elevation of any Residence.

Section 4.12. Easements on Plat. All Lots are subject to any and all Easements, including but not limited to all storm water, sanitary sewer, detention, drainage, signage, pedestrian, tree conservancy easements, landscape, common area, all other utility easements and all other Easements of any type, as shown on the Plat, and/or described herein.

Section 4.13. Landscaping/Mowing. Within sixty (60) days of occupying a Residence, weather permitting, each Lot Owner agrees to have their front, back and side yards, extending from the front of their Residence and to the access road, sown with grass seed. Further, said Lot Owners shall install and plant sufficient foundation planting to cover the foundation on the front of their Residence. No landscaping shall change or impede the overall flow of storm water through or out of the Subdivision. Thereafter, each Lot Owner agrees to maintain their lawn and landscape, including any public right-of-way areas that may exist on such Lot, in a reasonable fashion so as to prevent the unsightly growth of vegetation and weeds and to promote the overall aesthetic appearance of the Subdivision.

Section 4.14. Garages and Driveways. Every Residence within the Subdivision shall have an attached garage for the “off-street” parking of vehicles. Any forward facing garage must have a minimum of a twenty foot (20’) front setback to insure that cars parked in the driveway will not extend into the public sidewalk. Moreover, every Residence shall have a driveway, constructed of concrete, extending from the garage of each Residence and to the access road with each such driveway being a minimum of at least twelve feet (12’) in width.

Section 4.15. Garbage Disposal. All Residences erected within the Subdivision shall be equipped with a mechanical device for the grinding and disposal of food wastes. Such device shall be located within the kitchen of each Residence and connected to the sewer.

Section 4.16. Underground Utilities. All permanent telephone, electrical and cable television or similar connections from the main lines to the Residences shall be underground, unless deemed impractical in writing by the company providing the service. Thereafter, as soon as underground installation becomes practical, then such connections shall be placed underground.

Section 4.17. Building and Health Codes. All Lot Owners shall build and maintain their Residences, within the Subdivision, pursuant to all applicable building and health department codes. Consistent with Section 4.23 herein, building plans must be approved by the City of Bloomington Planning Department and/or the Monroe County Building Department prior to commencement of construction on any Residence within the Subdivision.

Section 4.18. Television Antennas and Satellite Dishes. All television antennas and satellite dishes within the Subdivision, and their proposed location, must be approved in writing, prior to their installation, by the Declarant, its agents, successors, or assigns. All such approved antennas and dishes shall, however, be screened from the roadways by landscaping or landscaped buffers so that no such antenna and/or satellite dish is visible from the public roadway in front of the Residence. Moreover, no such satellite dish for receiving or sending transmission signals may be larger than the 19-inch “DSS-type” devices.

Section 4.19. Preservation of Lots. In addition to the landscape requirements referenced above, each Owner will maintain their Lot in a reasonable state of preservation, orderliness and cleanliness.

Section 4.20. Trash Removal. No Lot shall be used or maintained as a dumping area for rubbish, trash, or garbage. All trash shall be kept in sanitary containers and out of sight and under cover, except on days of trash collection. All equipment and containers for the storage or disposal of such material shall be kept in a clean, sanitary and functional condition. No trash shall be burned on the premises, except for construction debris, fallen trees, and leaves, and then, only under the supervision of the Owner, or the Owner’s agent, of the Lot on which construction

debris, fallen trees, and/or leaves are being burned.

Section 4.21. Other Prohibited Activities (Noxious Material, Clothesline, Storage Tanks, Etc.). No manufacturing or storing of any noxious, illegal, or offensive material or other offensive activities shall be carried on upon any Lot in the Subdivision. Activities and actions that may, in any manner, become an annoyance or a nuisance to the neighborhood (the Subdivision and its neighbors) or the Owners therein are prohibited. No permanent clothesline shall be erected on any Lot within the Subdivision. The installation or maintenance of battle gas and/or oil tanks, or underground storage tanks within the Subdivision shall be prohibited. No above-ground swimming pools shall be permitted on any Lot within the Subdivision.

Section 4.22. Sewer. No Lot shall be transferred without a corresponding sewer tap permit from the appropriate sewer servicing company.

Section 4.23. Mailboxes. All mailboxes within the Subdivision shall be uniform in appearance, the specifications of which shall be provided by Declarant and erected at the cost of the Lot Owner.

Section 4.24. Approval of Plans. As generally referenced in the provisions contained herein, and for the purpose of further insuring the development of Creeks Edge are of high standards and in conformance with the City of Bloomington Planning Department's overall intent for the Subdivision, no construction of any manner shall begin for the erection of any Residence or other Structure in Creeks Edge, nor shall any existing Residence or other structure be altered, changed, or modified until the plans, specifications, material description, and plot plan showing the location of such Residence or other structure are approved in writing by the Declarant, its authorized agents, successors, or assigns, and also approved by the City of Bloomington Planning Department and/or the Monroe County Building Department so that conformity to this Declaration and the City of Bloomington Planning Department's overall intent for the Subdivision can be insured. Declarant, its authorized agents, successors, or assigns, may, however, refuse to approve such plans based purely on aesthetic grounds.

ARTICLE FIVE EASEMENTS

Section 5.01. Drainage, Pedestrian, Floodplain, Utility Easements. The strips and area of ground, as illustrated on the Plat for Creeks Edge, and marked as any type of Easement and/or right-of-way, such as, but no limited to, storm water, sanitary sewer, detention, drainage, signage, pedestrian, tree conservancy, landscape, common area, other utility easements and all other Easements of any type, are owned by the Owners of the Lots that such Easement(s) appears and affect. Such ownership is subject, however, to the rights of the public, public utilities, cable

television facilities, and the Declarant, its agents, successors, and assigns, for the installation and maintenance of water and sewer mains, storm sewers, drainage facilities, poles, ducts, lines, cables, and wires, as well as the necessary equipment for such installation and maintenance, related thereto. No permanent or other Structures are to be erected or maintained upon the strips and area of land subject to any Easement, but Owners of the Lots within Creeks Edge shall take their title to their Lot(s) and maintain said Lot, including the areas identified as Easement areas, subject to the rights of the public utilities, the Declarant, its agents, successors, and assigns, and the Owners of the other Lots within the Subdivision. Further, no Owner shall regrade, change or modify the grade within any Drainage Easement that might or may change or impede the flow of storm water.

ARTICLE SIX COMMUNITY ASSOCIATION AND ASSESSMENTS

6.01. Purpose of Community Association. The Community Association has or will be formed by Declarant, his agents, successors or assigns for the purpose, after the Development Period, of owning common areas, if any, and providing for the maintenance, repair, replacement, administration and operation of the entrance signs, if any, the landscaped area around the entrance signs, if any, the payment of electric and/or water bills associated with the maintenance of the any entrance signs, any landscaped areas, any common area and/or any street lighting, the detention ponds and Drainage Easements and such other functions as the Association's Board of Directors deems appropriate and in light of the funds that said Association shall have to operate.

6.02. Membership. Each Owner of a Lot in Creeks Edge, including the Declarant, shall automatically become a member of the Community Association. Thereafter, the Lot Owner shall remain a member of the Community Association until such time as said Lot Owner's record ownership ceases at which time the Owner's membership in the Community Association shall automatically terminate and will be transferred to the Owner's successor.

6.03. Voting Rights. Each Community Association member shall be entitled to one (1) vote for each Lot owned with respect to each matter submitted to a vote of the Community Association members. Should more than one (1) Person own a particular Lot, all such Persons shall be members of the Community Association, but all such persons shall have, collectively, only one (1) vote for each such Lot owned, which vote may be exercised as they, among themselves, determine. In no event, however, shall more than one (1) vote be cast with respect to any single Lot.

6.04. Irrevocable Proxy to Declarant. Each Owner of a Lot in Creeks Edge, by acceptance of a deed, or by acquisition of any interest in a Residence constructed within the Subdivision, shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the last day of the Development Period, to exercise all of said Owner's rights to vote, and to vote as Declarant determines, on all matters as to which the members of the Community Association are entitled to vote. Until the last day of the Development Period, the members of the Community Association, acting through Declarant as their proxy, may act by unanimous consent and accordingly, no formal Owners' meeting(s) shall be required.

6.05. Management. The business and affairs of the Community Association shall initially be governed and managed by the Declarant, its agents, successors or assigns until such time as the Development Period shall terminate. Thereafter the business and affairs of the Community Association shall be governed and managed by the Community Board of Directors. The initial Community Board, consisting of three (3) members shall be appointed by Declarant, its agents, successors, or assigns prior to the expiration of the Development Period. Thereafter, said Board shall be selected by the Owners of the Subdivision Lots. No Person shall be eligible to serve as a member of said Board unless that Person is an Owner of a Lot within Creeks Edge Subdivision. The Community Board shall have the right, by majority vote of the Board, to adopt and/or amend reasonable rules and regulations regarding the operation of the Community Association.

6.06. Assessments. The Community Association (or the Declarant, prior to the termination of the Development Period) shall have the right to levy regular assessments against each Lot within the Subdivision beginning January 1, 2006. Further, following the Development Period, the Community Association, for demonstrated good cause, shall have the right to levy special assessments in accordance with the documents governing the Community Association. Notwithstanding the above, however, no assessment of any type shall be levied against any Lot until such time as it has been transferred from Declarant to a subsequent Owner. The initial assessments levied against each subject Lot shall be in the annual amount of One Hundred Dollars (\$100.00) and payable annually. Depending upon the actual expenditures required for the maintenance, repair, and/or replacement of the above-referenced items, the amount of regular assessments levied against each Lot may be increased or decreased, effective January 1st of each subsequent year, by the Community Association (or the Declarant, prior to the termination of the Development Period). No such increase, however, shall be in an amount greater than twenty-five percent (25%) from year to year.

ARTICLE SEVEN

MISCELLANEOUS PROVISIONS

Section 7.01. Parking and Vehicles. Except for service deliveries, no boat, trailer, camper, commercial vehicle, motor home or other vehicle, other than automobiles and trucks of less than one (1) ton capacity, shall be stored or parked on any Lot within the Subdivision, or on any private or public access roads, unless parked in a closed garage. No disabled or inoperable vehicle shall be kept on any Lot for more than three (3) working days. Further, Lot Owners shall not park their automobiles or other vehicles on public or private access roads within the Subdivision.

Section 7.02. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot within the Subdivision, except that dogs, cats and/or other animals, normally and/or reasonably recognized as household pets, may be kept provided that they are not kept, bred, or maintained for any commercial purposes and do not constitute a nuisance or interfere with the use by other Owners of their Lot(s).

Section 7.03. Signs. No signs or other advertising, except standard real estate "for sale" signs shall be displayed on any Lot unless the size, form, and number of sign(s) are first approved in writing by Declarant, its agents, successors, or assigns.

Section 7.04. Declarant's Special Rights. Declarant shall have all rights and privileges necessary to complete the improvements contemplated on the Plat and no Owner or Person may take any action that would interfere with or diminish Declarant's ability to complete said improvements.

Section 7.05. Amendment. Upon the expiration of the Development Period, any proposed amendment to this Declaration must be approved, in writing, by not less than three-fourths (3/4's) of the Lot Owners in the Subdivision so long as such amendment does not substantially or materially alter or impair any Owner's rights or interests as a Lot Owner. Notice of any such proposed amendment must be provided to all Lot Owners. Moreover, notwithstanding the foregoing or any other term or condition in this Declaration, the Declarant shall have the right, acting alone and without the consent or approval of the Owners, and/or any other person, to amend or modify this Declaration from time to time as Declarant deems desirable, provided that such amendment does not substantially or materially alter or impair any Owner's rights or interests as a Lot Owner. Should a dispute exist as to whether an amendment substantially or materially alters or impairs the rights or interests of any Lot Owner, the aggrieved parties will first make a good faith effort to settle the dispute by non-binding mediation prior to resorting to court action or binding arbitration. The cost of any such mediation, excluding each parties' attorney fees, if any, shall be equally split between the mediating parties.

Section 7.06. Notice. Effective notice shall consist of delivery of such notice at least seven (7) days prior to any action or attendance that may be required or the privilege of any such Owner and delivered in the following manner: a) by U.S. mail, with postage prepaid, and addressed to the Owner at Owner's last known post office address; or b) personal delivery to Owner's Residence to any occupant over the age of fourteen (14) years; or c) by affixing said notice to the front door of Owner's Residence.

Section 7.07. Unenforceable or Invalid Provisions. Invalidation of any of these covenants, or of any term or condition contained within any such covenant, by judgment or court order, shall in no way affect any of the other provisions of this Declaration, which are hereby declared to be severable, and all such provisions not ruled invalid or unenforceable by judgment or court order shall remain in full force and effect.

Section 7.08. Enforcement. The terms and conditions contained in this Declaration shall be liberally construed to effectuate the purposes referenced herein and generally to create and maintain a uniform plan for the development and operation of Creeks Edge. Accordingly, each covenant, condition, standard, limitation, and/or restriction contained in this Declaration, and not otherwise waived, may be enforced by the Declarant, its agents, successors and assigns, any Lot Owner(s), or other appropriate Person(s). Should there be any violation or breach or attempted violation or breach of the conditions and terms contained in this Declaration, said violation or attempted violation may be remedied by both legal and equitable means, including injunctive relief. If any provision herein is breached, in addition to other damages, the non-breaching party attempting to enforce the terms and provisions of this Declaration shall be entitled to costs, expenses, and reasonable attorney fees incurred in the enforcement of any provision in this Declaration, should a violation or attempted violation be held to have occurred.

Section 7.09. Duration. This Declaration, along with its terms and provisions, shall run with and bind all real estate subjected to this Declaration, and all persons claiming under said Declaration, until December 31, 2030, at which time this Declaration shall automatically renew and extend for successive periods of ten (10) years, unless by majority vote of the then Lot Owners of the Subdivision Lots, agree to modify or amend this Declaration in whole or in part.

IN WITNESS WHEREOF, the Declarant, Sherwood Hills South, Inc, has executed this Declaration of Covenants, Conditions and Restrictions of Creeks Edge Subdivision on the date and year first written above.

DECLARANT

SHERWOOD HILLS SOUTH, INC.

Kenneth E. Blackwell
Kenneth E. Blackwell, President

CONSENTED AND AGREED:

SHERWOOD REALTY, LLC

Kenneth E. Blackwell
Kenneth E. Blackwell, Managing Member

STATE OF INDIANA, COUNTY OF MONROE) SS:

Before me on this 7th day of November, 2005, a Notary Public, in and for said County and State, personally appeared the within named Kenneth E. Blackwell, as President of Sherwood Hills South, Inc. and as Managing Member of Sherwood Realty, LLC, who acknowledged the execution of this Declaration of Covenants, Conditions and Restrictions of Creeks Edge and the consent and agreement thereto, who having been duly sworn, stated that the facts set forth here are true and accurate to the best of his knowledge and belief.

My Commission Expires:

11/1/2009

Gregory Scott Lauer
Notary Public, Residing in Monroe County

GREGORY SCOTT LAUER
Printed Name

This Document Prepared By: Gregory Scott Lauer, Attorney at Law, Bloomington, Indiana

NOTICE OF PLANNING STAFF LEVEL FINAL PLAN APPROVAL

CASE #: PUD-37-05
LOCATION: 3421 S. Sare Road
PETITIONER: Blackwell Construction
DATE: October 19, 2005

SUMMARY OF PROPOSAL: This PUD was approved in 2002 (PUD-09-02) for a mix-residential development of 254 units. After initial approvals, the petitioner requested and received an amendment to the PUD's preliminary plan. This amendment (PUD-36-03) increased to overall unit count to 297 units. This amendment also included the addition of a single family component, conversion of streets to pedestrian pathways, reduced impervious surface, and added amenities.

The petitioner recently constructed a new access road to the southwest that provides a second connection to S. Sare Road. This second connection was required prior to any construction of the second phase of development. With this connection, the petitioner is now bringing forth a final plan for the single family lots adjacent to the East Branch of Jackson Creek.

The entire development was platted with earlier development approvals. After the PUD amendment that allowed single family lots, the owner amended the plat to reflect the future single family homes (PUD-02-05). This plat established the 30 single family lots and 2 common area lots that make up this final plan area.

Right-of-Way: All required right-of-way has been dedicated with previous plat approvals for this development. A 50-foot right-of-way is in place along the single family lots (E. Glen Magna Way).

Access: The PUD is accessed from a direction connection to Sare Rd. and a second connection to Sare Rd. recently constructed between Parcels E and F of the Canada Farm PUD.

Architecture: The PUD placed several architectural restrictions on this development. The single family lots in question must meet the following standards:

- All units must have a front porch
- The front porch must be a minimum of 50 % of the width of the home
- The front porch must be a minimum of 6 feet in depth
- The roof must have a minimum of a 7:12 pitch
- At least 50% of the homes must include shutters

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- At least 50% of the homes must include rake and eave detailing as shown in previous approvals

Height, Bulk, Density: These lots shall be reviewed per the following setback standards:

- Front Yard Setback – 10 feet house, 20 feet garage
- Side Yard Setback – 6 feet regardless of the number of stories
- Rear Yard Setback – 25 feet

All other standards shall comply with the RS4.5 Zoning District or comparable current zoning district.

Drainage/ Utilities: All utilities have been approved with the grading permit for this development. Most utilities have been installed. Drainage for this portion of the PUD utilizes three retention ponds located along the floodplain. These drainage features will also feature a large amount of natural filtration through vegetative plantings.

Landscaping: This final plan is for single family homes. Although no individual landscaping is required for the single family lots, there will be extensive natural filtration materials planted in and around the pond areas.

Pedestrian Facilities: The preliminary plan for this area required the petitioner to install a 12-foot wide pedestrian trail along the adjacent East Branch of Jackson Creek with this phase of development. The petitioner has committed to installing this trail to the City of Bloomington Parks and Recreation standards. The exact location of the trail must be field verified and approved by the City of Bloomington Parks and Recreation Department. Furthermore, the petitioner has committed to installing the trail by August 1, 2006.

Four smaller path connections between the main street and the multi-use trail were also required to be installed. These 8-foot paths are located between lots 14/15, 24/25, 32/33, and 37/38. The plat for this area included 20-foot wide pedestrian easements to accommodate these pathways.

Sidewalks: The required 5-foot sidewalks have been installed along the entire frontage of the adjacent public street.

Street Trees: A 5-foot tree plot has been created with the installation of the sidewalks for this development. Street trees must be installed a minimum of 40 feet on center. All street tree species must receive authorization from the City's Urban Forester prior to installation. Street tree requirement may not be reduced due to any potential private utility line conflicts.

Street Lights: Per the original approval, the petitioner is required to continue the pedestrian scale lights used with the earlier phases of this development.

Parking: This phase of development includes only single family homes. These lots will require 2 parking spaces to be provided for each home. These will most likely be achieved through the use of attached garages. Although the structures have a 10-foot front yard setback, any forward facing garage must have a minimum of a 20-foot setback so that cars parked in the driveway will not extend over the public sidewalk.

Surveys: Due to the size of the property and the amount of information required on the approved plat, multiple sheets were utilized on the recorded plat document. To make potential homebuyers aware of all the building restrictions on the lots including easements, setbacks, and floodway lines, the petitioner was required to provide the initial buyers with a survey that clearly conveys all of these building restrictions on a single document.

On October 6, 2003, the Bloomington Plan Commission, pursuant to Section 20.01.06.09 of the Bloomington Zoning Ordinance, approved a rezoning request and preliminary plan approval (PUD-36-03) that included Planning Staff review of this final plan request. To that end, the Planning Department has reviewed and approved this final plan request for 3421 S. Sare Road. The conditions of approval are as follows:

1. The multi-use trail must be installed to City of Bloomington Parks and Recreation Standards by August 1, 2006.
2. The trail and connector paths must be amended to be 12 feet in width.
3. The connector paths between the street and the multi-use trail must be constructed from the street to the rear property line prior to occupancy of any structure on an adjoining lot. Bollards must be installed to restrict any potential vehicular access.
4. With the initial sale of all single family lots, the petitioner must provide an individual survey that shows all easements, setbacks, and floodway lines on a single exhibit.
5. All of the ponds must incorporate plantings as approved with the previous approvals for this area.
6. Street tree species must be approved by the City's Urban Forester prior to installation.
7. All lots must comply with the architectural standards outlined in this report.