

Duplex Units. Soils, mud and landscape waste carried from the Lot or Duplex Unit onto other properties and areas such as easements, rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary, at the expense of the Member owning the Lot or Duplex Unit.

S. No Refuse. Rubbish, trash, garbage or other waste shall be kept in sanitary containers, and shall not be stored, kept, deposited or left on any Lot or Duplex Unit. Sanitary containers shall not be permitted to remain in public view except on days of collection.

T. Signs. No sign of any kind shall be maintained or displayed on any Lot or Duplex Unit except one sign of not more than one (1) square foot in area, identifying the occupants of the dwelling, one sign of not more than ten (10) square feet in area advertising the property for sale or rent, and signs used by contractors during the construction of any improvements thereon, or a sign advertising or endorsing a candidate for political office; however, such a sign shall be taken down immediately after the election.

U. Swimming Pools. No above ground swimming pools may be erected.

V. Rules and Regulations. From time to time the Association through its Board of Directors shall adopt additional rules and amend existing rules, including but not limited to rules to regulate potential problems relating to the use of the Lots or Duplex Units and the well-being of the residents, tenants, guests, and invitees. As such additional rules are adopted they shall be furnished in writing to all Members of record prior to the effective date of such rules and shall be binding on each Member and all residents and their guests. Copies of such rules may also be filed for record with these covenants and when files, shall become a part hereof.

ARTICLE VIII **INSURANCE AND INDEMNIFICATION**

Section 1

Insurance. The Board shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death to persons, and property damage, in such limits as the Board shall deem desirable, insuring the Association, its Directors, officers, committee members, employees, and agents from liability in connection with the Creek, improvements located thereon, and other real and personal property of the Association, and insuring the Directors, officers and committee members of the Association from liability for good faith acts or omissions beyond the scope of their respective authorities. Premiums for all such insurance shall be a common expense of the Association.

Section 2

Indemnification. The Directors, officers and committee members of the Association shall not be liable to any Member, or any person claiming by or through any such Member, for any act or omission to act in the performance of their duties, and the Association shall indemnify all such

directors, officers and committee members from all claims, demands, actions and proceedings, and any expense in connection therewith, except if such Director, officer or committee member shall be adjudged in any such action or proceeding to be liable for willful misconduct in the performance of his duties.

ARTICLE IX

ENFORCEMENT AUTHORITY AND PROCEDURE

Section 1

Authority. The Board shall be authorized and empowered to:

- (1) Make and enforce reasonable rules and regulations governing the conduct, use and enjoyment of the Lots or Duplex Units or easement areas;
- (2) Impose reasonable fines, which shall constitute a lien upon the Lot or Duplex Unit of a Member, and suspend a Member's right to vote (for such time as a violation may continue) for violation of this Declaration, the Bylaws or any rules and regulations which have been duly adopted by the Board; and
- (3) Begin any action in any court on behalf of the Association and all Members to abate any nuisance, foreclose any lien, or otherwise to protect the values and integrity of the community or enforce collection of any fees, dues or fines owed to the Association.

Section 2

Procedure. The Board shall not impose a fine or suspend voting rights of a Member or other occupant for violation of rules unless and until the following procedure is followed:

- (1) **Demand.** Written demand to cease and desist from an alleged violation shall be served by mail to the last known address of the Member upon the alleged violator specifying:
 - (i) The alleged violation;
 - (ii) The action required to abate the violation; and
 - (iii) A time period, not less than three (3) days, in which to correct a continuing violation or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.
- (2) **Notice.** If the violations continue past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

- (i) The nature of the alleged violation;
- (ii) The time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;
- (iii) An invitation to attend the hearing and produce any statements, evidence and witnesses on his or her behalf; and
- (iv) The proposed sanction to be imposed.

(3) **Hearing.** The hearing shall be held in executive session of the Board and afford the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered in the minutes. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

ARTICLE X

GENERAL PROVISIONS

Section 1

Articles and Bylaws of the Association. The Articles of Incorporation and Bylaws of the Association have been appended hereto and by this reference are incorporated herein and made a part hereof.

Section 2

Severability. If any provisions of this Declaration or the Bylaws of the Association or any section, sentence, clause, phrase or word or the application thereof in any circumstance, is held invalid by the judgment or order of any court of general jurisdiction, the validity of the remainder of the Declaration and said Bylaws, and the validity of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby.

All applicable restrictions, covenants, laws, and ordinances of the City of Springfield, shall be considered a part of these restrictions and covenants and nothing herein shall be construed to approve or permit anything prohibited by law or such ordinance.

Section 3

Title-holding Trust. In the event title to any Lot or Duplex Unit is conveyed to a title-holding trust, under the terms of which trust the powers of management, operation and control of said Lot or Duplex Unit remain vested in the trust beneficiary or beneficiaries thereunder the Beneficiaries shall be deemed the Members and Owner of said Lot or Duplex Unit and subject to all

of the terms and provisions of this Declaration and the Bylaws of the Association. No claims shall be made against any such title-holding trustee personally for payment of any entering membership fee, assessment, lien or other charge created by this Declaration or said Bylaws, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such entering membership fee, assessment, lien or other charge, provided, however, that the amount of such entering membership fee, assessment, lien or other charge shall continue to be a charge and lien upon each Lot or Duplex Unit conveyed to such title-holding trust, and the joint and several personal obligation of the beneficiaries of said trust at the time any entering membership fee, assessment, lien or other charge with respect to any such Lot or Duplex Unit become due and payable, notwithstanding any transfers of the beneficial interest of said trust, or any transfers of title to any such Parcel.

Section 4

Notice of Sale, Lease or Mortgage. In the event a Member sells, leases or executes a contract for deed for the Member's Lot or Duplex Unit, the Member will be required to give to the Association in writing the name of the purchaser or lessee of the Lot or Duplex Unit.

Section 5

Duration/Amendments. The covenants and restrictions of this Declaration shall run and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of any such period the covenants and restriction are expressly terminated by an instrument signed by a majority of all Members of record. However, all covenants and restrictions with regard to Common Areas and maintenance thereof shall be perpetual in duration and shall not expire without approval of the city engineer. Prior to the first annual meeting of the Members, Declarant may amend this Declaration. After the first annual meeting of the Members, amendments to this Declaration may be made by a majority vote of all Members of the Association at any annual meeting or special meeting called for that purpose.

[Signature Pages to Follow].