

## Retention Lake(s) Use and Maintenance Obligation

Covenants and Restrictions which are recorded by the Marion County Recorder's Office for each lot within Creekside Woods govern the Creekside Woods Homeowners Association and the Board of Directors. Rights and responsibilities are detailed within these documents, directing and instructing the homeowners and the board in their obligations.

The south and east side of the pond which abuts Morningstar Golf Club are in Creekside Woods Section 3 and 4 on Creekstone Court, Stillcreek Drive, and Palmyra Drive. The balance of the east side is in Section 4 on Palmyra Drive and Young Lake Dr.

A second pond, shared with Grassy Creek, abuts on the northwest, north, and northeast side with some of the properties of Panola Court, Creekside Woods Drive, and Palmyra Drive in Section 1. This document will not address properties within Grassy Creek which abut the second pond.

A third pond, shared with Grassy Creek, abuts on the north and west side by Tanninger Drive and on the south and east side by Midnight Drive in Section 5.

Property lines behind the homes abutting the bodies of water in these sections intersect within the water body of the pond. The pond is not community property.

Creekside Woods Covenants and Restrictions Section 1, subsection 1(l), Definitions. July 21, 1989

- (l) "Lake". These Lakes, one of which is hereafter defined as Common Lake, separately and in the aggregate, are designed to handle the surface water drainage requirements of Creekside Woods and should not be construed as assuring that water will be in the Lakes at all times or that any particular level of water will be contained therein.

Creekside Woods Covenants and Restrictions Section 1 subsection 4, July 21, 1989

4. Common Area. There are no Common Areas in Creekside Woods.

Covenants and Restrictions Section 1 Article (g), July 21, 1989

Covenants and Restriction Section 3 Article 16, August 19, 1992

Covenants and Restrictions Section 4 Article 16, May 17, 1994

Covenants and Restrictions Section 5 Article 16, May 24, 1996

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There are one or more separate bodies of water within the other Sections of the Creekside Woods Subdivision which act as retention or drainage areas and outlets for surface water which are designed on plans presently recorded or to be recorded as "Retention Lake" (hereinafter called "Lake") one such "Lake" also serves as a retention or drainage area and outlet for surface water from several sections presently platted or to be platted, in a subdivision to be known as Grassy Creek with lots of said Grassy Creek and lots of Creekside Woods abutting this described "Lake" (hereinafter referred to as "Common Lake").

All lot owners who abut a given "Lake", including the "Common Lake" by accepting a Deed to said lot assume the responsibility of maintaining said "Lake" and an equal pro rata basis based on the total number of lots that abut the "Lake" unless stated otherwise herein. This maintenance obligation shall commence when a given "Lake" is accepted and/or approved by the Department of Public Works of Marion County and with the termination of the 3-year maintenance bond as called for under the Marion County Subdivision Ordinance. Said lot owners shall have the rights to use the "Lake" they abut for fishing so long as it is done solely from the lot owners land bank. None of the owners herein described, relative to the lake applicable to them, shall have the right to use such "Lake" for any other purpose including, but not limited to, wading, boating, swimming or fishing from within the "Lake".

[Section 1, 3 and 4] In the event a Homeowner's organization is created for the Grassy Creek Subdivision which mandates membership therein such organization... [and Section 5] The Grassy Creek Homeowner's Association...

... shall solely determine the timing and nature of the maintenance obligation of the lot owners around "Common Lake". The allocations of cost for such obligation shall be on an equal pro rata basis as the lot owners who abut and surround the "Common Lake" with the exception that the aggregate of such cost, assigned to the lot owners whose lots in Grassy Creek surround "Common Lake" shall become a common expense of such homeowner's organization and therefore a financial obligation of such organization. The rights to the use of "Common Lakes" shall not inure to such organization or its members (other than those who abut "Common Lake") as a result of this provision.