

242

240

4740

DECLARATION OF COVENANTS

LEWIS LAKE SUBDIVISION, SECTION # 1.

ENTERED FOR RECORD  
May 7 1960 AT 9:30 AM

The undersigned, Walter O. Lewis and Olive B. Lewis, husband and wife, as sole owners and proprietors of the lots depicted in the above subdivision, hereby and by this indenture restrict said lots in said subdivision to any of our grantees, assigns, and successors, heirs or legal representatives, and to any person, persons, corporations, banks, associations, and/or anyone who may obtain title to said lots, as to the following terms, stipulations, conditions, restrictions and covenants, to wit:

1a. Public utilities, other than transportation companies, are given the right to install poles, lines, ducts, gas or water mains or laterals, and sewers in and on the roadways and utility strips shown on the plat, subject at all times to the rules and regulations of the proper public authorities and the lot owners. Drainage easements shown on the plat are provided for disposal of storm runoff originating north of the north tier of lots.

b. Each and all of the lot owners of said subdivision, their heirs, assigns, or grantees are hereby given the right, subject to the rules and regulations of an association of said lot owners, to a joint use of the waters of Lewis Lake for boating, bathing, and fishing in season.

2. No building shall be located on any lot nearer to the front property line than the minimum setback line shown on the plat, nor nearer than 8 feet to a side property line. No residential building shall be located nearer to the shore line of the lake than the minimum setback line shown on the plat.

3. No single family residential dwelling or private dwelling shall be built, erected, or placed on said lots, except those having at least 1200 square feet on the first floor level, excluding garages and porches.

4. No unusual types of building materials may be used without the permission of all other owners of the subdivision. Material for construction such as cinder block, cement concrete blocks, volcanic ash blocks, slag blocks, and tile must be covered with brick or stone veneer above ground level. No imitation of brick or stone shall be used. All buildings must be constructed with at least 50 percent of the exterior walls covered with brick or stone veneer.

5. No trailer, basement, tent, shack, barn or other outbuildings erected upon said lots shall at any time be used as a residence either temporarily or permanently.

6. No livestock of any kind except household pets shall be kept on any portion of the above described real estate.

7. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

8. All lots shall be equipped with septic tanks, dry wells, and/or grease traps with finger system for septic tanks attached to kitchen and bathrooms, in accordance with the requirements of the Indiana State Board of Health at the time of installation. No outside toilet shall be placed on any portion of the above described real estate. If, in the future, public sewage disposal facilities are made available to the lot owners in this subdivision, each owner hereby agrees to attach to said facilities within a reasonable time.

9. This subdivision is hereby restricted to residential purposes only.

10. Storage tanks for petroleum products and containers for gas must be placed within buildings or buried under the ground.

11. If the parties hereto, or any of them, or their heirs, or assignees, shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any lot or lots in said subdivision to prosecute by any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title.

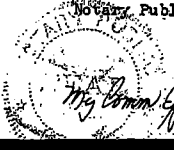
12. These covenants are to run with this land and shall be binding on all parties to conveyances of said lot or lots and all parties claiming under them for a minimum of 20 years, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of majority of the owners of lots it is agreed to change the said covenants, in whole or in part.

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Walter O. Lewis and Olive B. Lewis, husband and wife, have hereunto set their hands and seals this 19 day of April, 1960.

Walter O. Lewis  
Olive B. Lewis

Acknowledged this 19 day of April, 1960, by Walter O. Lewis and Olive B. Lewis, husband and wife, before Ronald S. Mark Notary Public.



Ronald S. Mark  
Notary Public, Hendricks County, Indiana.

For Amendment to Covenants  
See Miss. Record # 42  
Pages 377-8  
Lind A. Kilbo R.H.C.

ENTERED FOR RECORD

5051

397

Dec 4 1961 AT 3:21 M NOTICE OF MECHANIC'S LIEN

Paul G. Helbo  
Recorder Hendricks County

Dec 4 1961

To: ARTHUR FRANCIS

and all others concerned.

You Are Hereby Notified, That ED. FIDLER intend to hold a Mechanic's Lien on  
Lot 39 Broad-Moor Manor  
Plainfield, Indiana

as well as upon the \_\_\_\_\_ house  
recently erected thereon by INSIDE TRIM for the sum of  
110.00 DOLLARS.

for work and labor done and materials furnished by \_\_\_\_\_ in the  
erection and construction of said house, which work and labor done, and materials furnished, was done and furnished  
by \_\_\_\_\_ at your special instance and request, and within the last sixty days.

Prepared by E. D. Fidler  
917 Walton St  
Indianapolis Ind

10968  
July 25 1962  
For Release of this Record  
Release Record ... page 4747  
Paul G. Helbo R.H.E.

ENTERED FOR RECORD

Dec 4 1961 AT 3:22 M

5052

Paul G. Helbo  
Recorder Hendricks County  
AMENDMENT TO DECLARATION OF COVENANTS  
LEWIS LAKE SUBDIVISION, SECTION #1

OLIVA B. LEWIS, ROY E. JONES and ELOISE JONES, MAURICE J. BLACK and MARY V. BLACK, being the sole owners and proprietors of all of the lots in Lewis Lake Subdivision, Section #1, do hereby amend the restrictive covenants recorded in Miscellaneous Record 39 page 242, in part, to read as follows:

3. No single family residential dwelling or private dwelling shall be built, erected or placed on said lots, except that having at least 1200 square feet on the first floor level, in the case of 1 story dwellings, excluding garages and porches, or in the case of dwellings of more than one story in height 1,000 square feet of ground floor area, exclusive of garages and porches, shall be required.

4. No unusual types of building materials may be used without the permission of all the owners of the subdivision. Material for construction such as cinder block, cement, concrete block, volcanic ash block, slag block and tile must be covered with brick or stone veneer above ground level. No imitation of brick or stone shall be used. All buildings must be constructed with at least 50 percent of the exterior walls covered with brick or stone veneer.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this 4th day of December, 1961.

Oliva B. Lewis  
Oliva B. Lewis

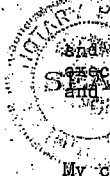
Roy E. Jones  
Roy E. Jones

Maurice James Black, M.D.  
Maurice J. Black

Eloise Jones  
Eloise Jones

Mary Virginia Black  
Mary V. Black

STATE OF INDIANA  
SS:  
HENDRICKS COUNTY



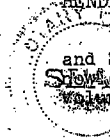
BEFORE ME the undersigned, a Notary Public in and for said County and State personally appeared Oliva B. Lewis and acknowledged the execution of the above amendment to be her own free and voluntary act and deed.

Witness my hand and Notarial Seal this 4th day of December, 1961.

My commission expires:  
November 28, 1964

H. Edward Schrier  
Notary Public  
H. Edward Schrier

HENDRICKS COUNTY



BEFORE ME the undersigned, a Notary Public in and for said County and State personally appeared Roy E. Jones and Eloise Jones and acknowledged the execution of the above amendment to be their own free and voluntary act and deed.

Witness my hand and Notarial Seal this 4th day of December, 1961.

My commission expires: November 28, 1964

*H. Edward Schrier*  
Notary Public  
H. Edward Schrier

STATE OF INDIANA

HENDRICKS COUNTY



BEFORE ME the undersigned, a Notary Public in and for said County and State personally appeared Maurice J. Black and Mary V. Black and acknowledged the execution of the above amendment to be their own free and voluntary act and deed.

Witness my hand and Notarial Seal this 4th day of December, 1961.

My commission expires: November 28, 1964

*H. Edward Schrier*  
Notary Public  
H. Edward Schrier

This instrument was prepared by Norman S. Comer.

ENTERED FOR RECORD

5066

*Dec 5 1961 AT 10:34 A.M.*  
*Gail S. Gilbo*  
Recorder Hendricks County

CERTIFIED COPY OF RESOLUTION  
DESIGNATING AND AUTHORIZING  
OFFICERS TO SIGN DEEDS FOR AND  
ON BEHALF OF THE CORPORATION

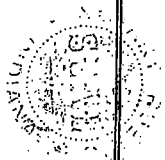
Carson Hollingsworth and Murray E. Dulberger hereby certify that they are the President and Secretary respectively of Chemical Corporation of Indiana; that at a regular meeting of the Board of Directors of Chemical Corporation of Indiana, with all members of the Board present, held on the 3rd of May, 1961, the following resolution was unanimously adopted:

"BE IT RESOLVED: That the President or Vice President, and along with the Secretary or Assistant Secretary, be and they are hereby authorized and directed to execute any and all deeds or instruments necessary for the conveyance of any real estate owned by said corporation for the purpose of reconveying or assigning said property owned by the corporation."

The undersigned further certify that Chemical Corporation of Indiana has full capacity to buy and sell real estate.

That they have been since May 3rd and are currently the President and Secretary respectively of Chemical Corporation of Indiana.

WITNESS our hands and seals this 4th day of December, 1961.



*Carson Hollingsworth*  
Carson Hollingsworth, President

*Murray E. Dulberger*  
Murray E. Dulberger, Secretary

RECORDED  
DEC 5 1961  
ENTERED FOR RECORD  
5066

## DECLARATION OF COVENANTS

ENTERED FOR RECORD

Feb 7 1988 AT 11:45 AM

800

Marille Abbott  
RECORDER HENDRICKS COUNTY

BOOK 22 PAGE 316

The undersigned, Thomas G. Bell Jr., and Verda Janet Bell, as owners and proprietors of the following described real estate:

A part of the South Half of Section 15, Township 16 North, Range 1 East of the Second Principal Meridian in Lincoln Township, Hendricks County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of the aforesaid Section; thence North 00 degrees 06 minutes 00 seconds West on and along the East line of said Quarter-Quarter Section 1307.89 feet; thence South 89 degrees 32 minutes 00 seconds West on and along the South right-of-way line of Hill Drive in Lewis Lake Subdivision, Section One, as recorded in Plat Book 5, page 8, in the Office of the Recorder of Hendricks County, Indiana, 258.92 feet to the POINT OF BEGINNING of this description; thence South 89 degrees 28 minutes 45 seconds West 593.82 feet; thence South 00 degrees 04 minutes 59 seconds East 1106.31 feet; thence South 89 degrees 24 minutes 20 seconds West 959.65 feet; thence North 22 degrees 29 minutes 30 seconds West 739.26 feet; thence North 45 degrees 00 minutes 00 seconds East 200.00 feet to a point on the Southwest line of Lewis Woods, Section One Amended, as recorded in Plat Book 7, page 43, in the Office of the Recorder of Hendricks County, Indiana; thence South 45 degrees 00 minutes 00 seconds East on and along said Southwest line 188.59 feet; thence North 55 degrees 06 minutes 00 seconds East on and along the Southeast line of the aforesaid Lewis Woods, Section One Amended 1219.61 feet; thence South 46 degrees 40 minutes 00 seconds East 168.38 feet; thence South 68 degrees 38 minutes 00 seconds East 284.40 feet; thence North 89 degrees 32 minutes 00 seconds East 154.40 feet; thence South 20 degrees 27 minutes 30 seconds East on and along the Westerly right-of-way line of Eastside Drive 53.21 feet to the Point of Beginning, containing 26.04 acres, more or less and subject to all legal highways, rights-of-way and easements of record.

do hereby this indenture, restrict and covenant the above described land to themselves and their grantees, assigns, successors, heirs, or legal associations, and/or anyone who may obtain title to said land as to the following terms, stipulations, conditions, restrictions, and covenants, to-wit:

1. Land use: No portion of said real estate shall be used for any purpose other than single family residential dwelling, nor shall this tract be further divided for the purpose of building additional dwellings. The raising of live stock and farming is acceptable.
2. Dwelling size: The ground floor area of the main structure, exclusive of porches and garages shall NOT be less than 1900 square feet in the case of a one story structure, nor less than 1100 square feet in the case of a multiple story structure with no less than 2200 square feet of finished floor area in such multiple story structure.
3. Architectural design: The structure of the home shall be compatible with homes in the immediate area and is to be of superior quality. It is the intention of the undersigned to exclude the typical on your lot mass production builder from constructing a home on this land.
4. No business use:
5. Temporary structures: No structure of a temporary character, mobile home, basement, shed, garage, barn or other outbuildings shall be used upon this land at any time as a residence. Mobile homes or house trailers shall not be stored on said land. Owners recreational vehicles would be acceptable provided they are parked so as not to be a nuisance to the neighbors.
6. Nuisances: No noxious or offensive activity shall be carried out on any portion of said land, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Said land cannot be used as a dumping ground for rubbish, nor shall junk cars or any other articles of an unsightly nature be stored thereon.
7. Barns: Any barns built are to be of a quality construction.
8. Fences: Any fencing to be constructed is the responsibility of the land owner unless mutually agreed by the adjoining land owner.
9. Utility easements: It shall be the responsibility of the land owner to provide access for any needed utility.

- 10. Enforcement: These covenants shall additionally be on two other parcels of real estate, each of which shall contain 20 acres, more or less. If the owners of this subject real estate, or any of them, their heirs or assignees, shall violate or attempt to violate any of the covenants herein it shall be lawful for any person, or persons owning the other two tracts which are 20 acres each, to prosecute by any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title.
- 11. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by the three owners of the three acreage tracts, namely 26.04 acres, 20 acres, and 20 acres agreeing to change said covenants in whole or part.
- 12. Severability: Invalidation of any one of these covenants, by court order, shall in no ways, affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF: The said parties as owners of the above described real estate have hereunto set their hands and seals this 6th day of February, 1980.

Thomas G. Bell Jr.  
Thomas G. Bell Jr.

Verda Janet Bell  
Verda Janet Bell

STATE OF INDIANA )  
COUNTY OF HENDRICKS ) SS

Before Me, the Undersigned, A Notary Public within and for said County, and State, personally appeared Thomas G. Bell Jr., and Verda Janet Bell, as owners of the above described land, and acknowledged the execution of the above and foregoing Protective Covenants as their Voluntary Act and Deed.

Witness My Hand and Seal this 6th day of February, 1980.

Phillip D. York  
Phillip E. York  
Notary Public

My commission expires March 2, 1983  
Resident of Hendricks County, Indiana.

ENTERED FOR RECORD

BOOK 22  
22 FEB 7 - 1980 11:40  
316-7

Marvella Abbott  
RECORDER HENDRICKS COUNTY

This instrument was prepared by:  
Thomas G. Bell Jr., owner

## DECLARATION OF COVENANTS

801

Marville Abbott BOOK 22 PAGE 311  
RECORDER HENDRICKS COUNTY

The undersigned, Thomas G. Bell Jr., and Verda Janet Bell, as owners of the following described real estate:

A part of the South Half of Section 15, Township 16 North, Range 1 East of the Second Principal Meridian in Lincoln Township, Hendricks County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of the aforesaid Section; thence North 00 degrees 06 minutes 00 seconds West on and along the East line of said Quarter-Quarter Section 1307.89 feet; thence South 89 degrees 32 minutes 00 seconds West on and along the South right-of-way line of Hill Drive in Lewis Lake Subdivision, Section One, as recorded in Plat Book 5, page 8, in the office of the Recorder, Hendricks County, Indiana, 258.92 feet; thence South 89 degrees 28 minutes 45 seconds West 593.82 feet; thence South 00 degrees 04 minutes 59 seconds East 1106.31 feet; thence South 89 degrees 24 minutes 20 seconds West 959.65 feet to the POINT OF BEGINNING of this description; thence continue South 89 degrees 24 minutes 20 seconds West 849.25 feet; thence South 02 degrees 28 minutes 12 seconds West 203.48 feet to the South line of the Southwest Quarter of the aforesaid Section 15; thence North 89 degrees 08 minutes 48 seconds West on and along said South line 869.65 feet to the centerline of White Lick Creek; thence North 04 degrees 30 minutes 00 seconds West on and along said centerline 209.88 feet; thence North 18 degrees 00 minutes 00 seconds East on and along said centerline 74.50 feet; thence North 65 degrees 42 minutes 19 seconds East 1544.72 feet; thence North 53 degrees 38 minutes 29 seconds East 148.57 feet to a right hand concave curve, the center of said curve bearing North 33 degrees 22 minutes 48 seconds East 45 feet, and a chord bearing South 73 degrees 17 minutes 03 seconds East 25.81 feet; thence on and along said curve 26.18 feet; thence South 45 degrees 00 minutes 00 seconds West 161.38 feet; thence South 22 degrees 29 minutes 30 seconds East 739.26 feet to the Point of Beginning, containing 20 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

We do hereby this indenture, restrict and covenant the above described land to ourselves and our grantees, assigns, successors, heirs, or legal association, and/or anyone who may obtain title to said land as to the following terms, stipulations, conditions, restrictions, and covenants, to-wit:

1. Land use: No portion of said real estate shall be used for any purpose other than single family residential dwelling, nor shall this tract be further divided for the purpose of building additional dwellings. The raising of live stock and farming is acceptable.
2. Dwelling size: The ground floor area of the main structure, exclusive of porches and garages shall NOT be less than 1900 square feet in the case of a one story structure, nor less than 1100 square feet in the case of a multiple story structure with no less than 2200 square feet of finished floor area in such multiple story structure.
3. Architectural design: The structure of the home shall be compatible with homes in the immediate area and is to be of superior quality. It is the intention of the undersigned to exclude the typical on your lot mass production builder from constructing a home on this land.
4. No business use:
5. Temporary structures: No structure of a temporary character, mobile home, basement, shed, garage, barn or other outbuilding shall be used upon this land at any time as a residence. Mobile homes or house trailers shall not be stored on said land. Owners recreational vehicle would be acceptable provided it is not parked so as to be a nuisance to the neighbors.
6. Nuisances : No noxious or offensive activity shall be carried out on any portion of said land, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Said land cannot be used as a dumping ground for rubbish, nor shall junk cars or any other articles of an unsightly nature be stored thereon.
7. Barns: Any barns built are to be of a quality construction. Any barn constructed on this particular 20 acres tract must not be located closer than 150 feet to the side line.
8. Fences: Any fencing to be constructed is the responsibility of the land owner installing same unless mutually agreed by the adjoining land

DECLARATION OF COVENANTS

Page -2-

BOOK 22 PAGE 319

9. Utility easements: It shall be the responsibility of the lad owner to provide access for any needed utility.

10. Enforcement: These covenants shall additionally be on two other parcels of real estate, 26.04 acres and 20 acres, more or less. If the owners of this subject real estate, or any of them their heirs or assignees, shall violate or attempt to violate any of the covenants herein it shall be lawful for any person, or persons owning the other two tracts wich are 26.04 and 20 acres, to prosecute by any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent hime or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title.

11. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenats whall be automatically extended for successive periods of 10 years, unless an instrument is signed by the three owners of the three acreage tracts, namely 26.04 acres, 20 acres, and 20 acres agreeing to change said covenants in whole or part.

12. Severability: Invalidation of any one of these covenants by court order, shall in no ways, affect any of the other provisions, which shall remain in full force and effect.

IN WITN ESS WHEREOF: The said parties as owners of the above described real estate have hereunto set their hands and seals this 6<sup>th</sup> day of February, 1980.

Thomas G. Bell Jr.  
Thomas G. Bell Jr.

Verda Janet Bell  
Verda Janet Bell

STATE OF INDIANA )  
COUNTY OF HENDRICKS ) SS

Before Me, the undersigned, a Notary Public within and for said County, and State, personally appeared Thomas G. Bell Jr. and Verda Janet Bell, as owners of the above dscribed land, and acknowledged the execution of the above and foregoing Protective Covenants as their Voluntary Act and Deed.

Witness My Hand and Seal this 6<sup>th</sup> day of February, 1980.

Phillip G. York  
Phillip G. York  
Notary Public

My commission expires March 2, 1983  
Resident of Hendricks County, Indiana.

ENTERED FOR RECORD

BOOK 22 FEB 7 - 1980 11:41 AM 318-9

Marille Abbott  
RECORDED HENDRICKS COUNTY

This instrument was prepared by :  
Thomas G. Bell Jr., owner



DECLARATION OF COVENANTS

802

Marville Abbott BOOK 22 PAGE 32  
RECORDER HENDRICKS COUNTY

The undersigned, Thomas G. Bell Jr., and Verda Janet Bell, as owners of the following described real estate:

A part of the South half of Section 15, Township 16 North, Range 1 East of the Second Principal Meridian in Lincoln Township, Hendricks County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southeast corner of the Southwest quarter of the Southeast quarter of the aforesaid section; thence North 00 degrees 06 minutes 00 seconds West on and along the East line of said quarter-quarter section 1307.89 feet; thence South 89 degrees 32 minutes 00 seconds West on and along the South right-of-way line of Hill Drive in Lewis Lake Subdivision, Section One, as recorded in Plat Book 5, page 8 in the office of the Recorder of Hendricks County, Indiana, 258.92 feet; thence South 89 degrees 28 minutes 45 seconds West 593.82 feet; thence South 00 degrees 04 minutes 59 seconds East 1106.31 feet; thence South 89 degrees 24 minutes 20 seconds West 1808.90 feet; thence South 02 degrees 28 minutes 12 seconds West 203.48 feet to the South line of the Southwest quarter of the aforesaid section 15; thence north 89 degrees 08 minutes 48 seconds West on and along said South line 869.65 feet to the centerline of White Lick Creek; thence North 04 degrees 30 minutes 00 seconds West on and along said centerline 209.88 feet; thence North 18 degrees 00 minutes 00 seconds East on and along said centerline 74.50 feet; to the POINT OF BEGINNING of this description; thence continue on and along the centerline of White Lick Creek the following 11 courses and distances; thence North 18 degrees 00 minutes 00 seconds East 112.00 feet; thence North 37 degrees 15 minutes 00 seconds East 213.18 feet; thence North 17 degrees 30 minutes 00 seconds East 184.80 feet; thence North 62 degrees 30 minutes 00 seconds East 242.88 feet; thence North 38 degrees 15 minutes 00 seconds East 157.74 feet; thence North 07 degrees 30 minutes 00 seconds West 168.96 feet; thence North 23 degrees 30 minutes 00 seconds East 140.58 feet; thence North 63 degrees 15 minutes 00 seconds East 135.96 feet; thence North 56 degrees 15 minutes 00 seconds East 363.00 feet; thence North 73 degrees 00 minutes 00 seconds East 264.00 feet; thence North 19 degrees 30 minutes 00 seconds East 80.45 feet; thence North 83 degrees 15 minutes 00 seconds East 151.70 feet to the Northwest corner of Lewis Woods, Section One Amended, as recorded in Plat Book 7, page 43 in the office of the Recorder of Hendricks County, Indiana; thence South 07 degrees 33 minutes 00 seconds East on and along the West line of said Lewis Woods 154.44 feet; thence South 12 degrees 12 minutes 00 seconds East on and along said West line 39.716 feet; thence South 61 degrees 21 minutes 30 seconds East on and along said West line 60.021 feet; thence South 08 degrees 53 minutes 15 seconds West on and along said West line 272.324 feet; thence South 45 degrees 00 minutes 00 seconds East on and along the Southwest line of the aforesaid Lewis Woods, Section One Amended, 144.67 feet; thence South 45 degrees 00 minutes 00 seconds West 6.77 feet to a left hand curve, said curve having a radius of 45 feet and a chord bearing South 05 degrees 48 minutes 35 seconds East 69.75 feet; and a delta of 101 degrees 37 minutes 11 seconds; thence South 53 degrees 38 minutes 29 seconds West 148.57 feet; thence South 65 degrees 42 minutes 19 seconds West 1544.72 feet to the Point of Beginning. Containing 20 acres, more or less and subject to all legal highways, rights-of-way and easements of record.

We do hereby this indenture, restrict and covenant the above described land to ourselves and our grantees, assigns, successors, heirs, or legal association, and/or anyone who may obtain title to said land as to the following terms, stipulations, conditions, restrictions, and covenants, to-wit:

1. Land use: No portion of said real estate shall be used for any purpose other than single family residential dwelling, nor shall this tract be further divided for the purpose of building additional dwellings. The raising of live stock and farming is acceptable.
2. Dwelling size: The ground floor area of the main structure, exclusive of porches and garages shall NOT be less than 1900 square feet in the case of a one story structure, nor less than 1100 square feet in the case of a multiple story structure with no less than 2200 square feet of finished floor area in such multiple story structure.



3. Architectural design: The structure of the home shall be compatible with homes in the immediate area and is to be of superior quality. It is the intention of the undersigned to exclude the typical on your lot mass production builder from constructing a home on this land.

4. No business use:

5. Temporary structures: No structure of a temporary character, mobile home, basement, shed, garage, barn or other outbuildings shall be used upon this land at any time as a residence. Mobile homes or house trailers shall not be stored on said land. Owners recreational vehicle would be acceptable provided it is not parked so as to be a nuisance to the neighbors.

6. Nuisances: No noxious or offensive activity shall be carried out on any portion of said land, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Said land cannot be used as a dumping ground for rubbish, nor shall junk cars or any other articles of an unsightly nature be stored thereon.

7. Barns: Any barns built are to be of a quality construction.

8. Fences: Any fencing to be constructed is the responsibility of the land owner installing same unless mutually agreed by the adjoining land owner.

9. Utility easements: It shall be the responsibility of the land owner to provide access for any needed utility.

10. Enforcement: These covenants shall additionally be on two other parcels of real estate, 26.04 acres and 20 acres, more or less. If the owners of this subject real estate, or any of them their heirs or assignees, shall violate or attempt to violate any of the covenants herein it shall be lawful for any person, or persons owning the other two tracts which are 26.04 and 20 acres, to prosecute by any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title.

11. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by the three owners of the three acreage tracts, namely 26.04 acres, 20 acres, and 20 acres agreeing to change said covenants in whole or part.

12. Severability: Invalidation of any one of these covenants by court order, shall in no ways, affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF: The said parties as owners of the above described real estate have hereunto set their hands and seals this 6 day of February, 1980.

Thomas G. Bell Jr.  
Thomas G. Bell Jr.

Verda Janet Bell  
Verda Janet Bell

STATE OF INDIANA )  
COUNTY OF HENDRICKS ) SS

Before Me, the undersigned, a Notary Public within and for said County, and State, personally appeared Thomas G. Bell Jr. and Verda Janet Bell, as owners of the above described land, and acknowledged the execution of the above and foregoing Protective Covenants as their Voluntary Act and Deed.

Witness My Hand and Seal this 6 day of February, 1980.

Phillip G. York  
Phillip G. York  
Notary Public

My commission expires March 2, 1983  
Resident of Hendricks County, Indiana.

ENTERED FOR RECORD  
50:42  
214 FEB 7 - 1980  
Mareille Abbott  
RECORDED HENDRICKS COUNTY

This instrument was prepared by:  
Thomas G. Bell Jr., owner



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HENDRICKS COUNTY RECORDER  
08/23/2010 01:55:23PM

**AMENDED DECLARATION OF COVENANTS  
LEWIS LAKE SUBDIVISION, SECTION # 1**

**WHEREAS**, the Declaration of Covenants of Lewis Lake Subdivision, Section 1, dated April 19, 1960 and recorded May 7, 1960 in Miscellaneous Record 39, page 242, in the Office of the Recorder of Hendricks County, Indiana, provides as follows in Paragraph 12, "These covenants are to run with this land and shall be binding on all parties to conveyances of said lot or lots and all parties claiming under them for a minimum of 20 years, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of majority of the owners of lots it is agreed to change the said covenants in whole or in part," and

**WHEREAS**, the last successive ten year period ends on April 19, 2010, and

**WHEREAS**, by majority vote of the owners of said lots the said owners desire to change, alter, amend and add to the referenced original Declaration of Covenants of Lewis Lake Subdivision, Section 1,

**IT IS HEREBY RESOLVED** that said original Declaration of Covenants of Lewis Lake Subdivision, Section 1 is altered, changed, amended and added to as follows:

1. The provisions of Paragraphs 1a., and b., and the provisions of Paragraphs 2.,3.,4.,5.,6., 7., 9., 10., 11., and 12 are hereby ratified and confirmed.

2. The provisions of Paragraph 8 are added to as follows:

This paragraph and the provisions thereof shall not apply to any lot or lots which are, or may be, served by a municipal or other sewage disposal system which carries waste materials off-site to a sewage treatment facility.

3. Definitions:

A. "Owner" shall mean the person or collection of persons who has acquired or is acquiring any right, title or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

B. "Association" shall mean the Lewis Lake Association.

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- C. "Plat" shall mean the subdivision plat for said subdivision which was recorded in the Office of the Recorder of Hendricks County, Indiana.
- D. "Easements" shall mean and refer to certain easements of record which are referenced or depicted on the Plat.
- E. "Lot" shall mean any numbered parcel of real estate shown and identified as a lot on the Plat.
- F. "Common Areas" shall mean areas designated or identified as A, B, or C in the documents of the Lewis Lake Association or those areas other than lots. The lake and common areas shall be reserved:
  - 1. solely for the common visual and aesthetic enjoyment of the owners and their guests;
  - 2. for the use of the Association for the management and control of the lake, entryways, and the installation, maintenance and repairs of improvements thereto.

4. Covenants for maintenance or regular or special assessments through and by the Lewis Lake Association.

- A. **Creation of the Lien and Personal Obligation of Assessments.** The present owners of record, and each subsequent Owner of a Lot or Lots, by acceptance, or having accepted of a deed of conveyance, or being a purchaser by Land Contract, shall be deemed to covenant and agree to pay to the Association (1) Annual assessments or charges; (2) Special Assessments for capital improvements, such assessments to be fixed, established, and collected from time to time and shall be a charge on the land/lot and shall be a continuing lien upon the Lot/property against which the assessment is made. Each such assessment, together with interest at the then legal rate and cost of collection (including reasonable attorney's fees), shall also be the personal obligation of the person or persons who was/were the Owner or Owners of such property at the time when the assessment became due.

- B. **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of all Lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas of the Lewis Lake Association including, but not limited to, the payment of taxes and insurance premiums therefor and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment and materials.
- C. **Basis and Amount of Annual Assessments.** The annual assessments shall be set by the Association, and each assessment shall be distributed evenly against each Lot. Assessments shall be used to pay for costs incurred as described in Paragraph B, immediately above.
- D. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Paragraph C, immediately above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements. Provided any such assessment shall have the affirmative vote of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Association members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- E. **Change in Basis and Maximum of Annual Assessments.** Subject to the limitations of Section C hereof, and for the period therein specified, the Association may change the maximum and basis of the assessments fixed in accordance with the provisions of Section C hereof prospectively for any such period provided that any such change shall have the assent of two thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all

members at least thirty (30) days in advance and set forth the purpose of the meeting.

- F. **Quorum for Any Action Authorized under Sections C and D.** The quorum required for any action authorized under Sections C and D hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of members or of proxies entitle to case sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- G. **Date of Commencement of Annual Assessments. Due Dates.** The Initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No Adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these covenants. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.
- H. **Duties of the Board of Directors.** The management, affairs, and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept by the Secretary of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The association shall upon request at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting

forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

- I. **Effect of Non-Payment of Assessment.** **The Personal Obligation of the Owner; The Lien:** Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed Twenty-Five Dollars (\$25.00) shall be added thereto and from the date interest at the legal rate per annum may be added to the delinquent balance and penalty and 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. There shall be added to such assessment, delinquent fee and interest, the cost of prosecuting such action; and in the event of Judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.
- J. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.
- K. **Exempt Property.** The following property, subject to this Declaration, shall be exempted from the assessments, charge, and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to

the public use; (b) all Common Areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to the dwelling use shall be exempt from said assessments, charges, and liens.

- L. **Voting, Board.** Each owner of a lot in the Lewis Lake Association shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the preceding Board of Directors.

The foregoing Amended Declaration of Covenants, Lewis Lake Subdivision, Section #1, is adopted on March 20, 2010 by majority vote of the lot owners, pursuant to the provisions of Paragraph 12 of the Declaration of Covenants, Lewis Lake Subdivision, Section #1, dated the 19<sup>th</sup> day of April, 1960.

Date: March 20, 2010

Lisa E. Gruber  
Lisa Gruber, President  
Lewis Lake Association

Attest:

Tina Dall  
Tina Dall, Secretary  
Lewis Lake Association

