

# CHAMPION LAKE ESTIA

## SECTION ONE

### COVENANTS

#### CHAMPION LAKE ESTATES PLAT RESTRICTIONS

The undersigned, Mega Lakes, Inc., an Indiana Corporation ("Declarant"), being the owner of the real estate shown and described herein (legal description attached), does hereby certify that it has laid off, platted, and subdivided, and does hereby lay off, plat and subdivide, said real estate in accordance with the within plat. This plat shall be known and designated as Champion Lake Estates in Hancock County, Indiana. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the real estate described in this plat:

1. All streets and areas shown as street easements on this plat, and not heretofore dedicated, are hereby dedicated to the public.

2. Building setback lines are hereby established as shown on this plat, between which lines and the property lines of the adjacent streets and/or legal boundaries, there shall not be erected or maintained any building or structure, except for installations which are permitted to be made in the Easements and Restrictions hereinafter described.

3. There are strips of ground as shown on the within plat marked "Drainage and Utility Easement" or "D.&U.E.", and may be utility or drainage easements either separately or in any combination of the same. Such strips of ground are hereby subjected to said easements, which are hereby created and reserved, for the use of the public utility companies, governmental agencies and Declarant as follows:

(a) "Drainage and Utility Easements", or "D.&U.E.'s", are created for the use of all public utility companies, including cable television companies, but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, drains, pipes and other utility installations for the purposes of furnishing utility services; (such Drainage and Utility Easements may also be used for all purposes for Sanitary Sewer Easements if same are at some time mandated by county or other appropriate governmental authority);

(b) "Drainage Easements", or "Drainage and Utility Easements" or "D.&U.E.'s" are also created to provide paths and courses and a system for natural areas and local storm drainage, either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and the public drainage system; the owners of all lots are and shall be required to keep any areas of their lots designed for the natural flow of surface water free of obstructions to such natural flow, including both structures and plant material, so that the flow of water will be unimpeded, and any improvements made on or under any such easements by the owner are and shall be at the risk of the property owner; such Drainage Easements may also be used for all purposes for which Drainage and Utility Easements may be used hereunder;

All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this plat shall take and hold title to their lots subject to all of the foregoing easements, to the rights of the public utility companies, governmental agencies, Declarant, and/or Ski Association therein, and to the jurisdiction of the proper governmental authorities. No permanent or other structures shall be erected or maintained on any of the foregoing easements, except for walls, fences, driveways, walkways and other installations which are specifically permitted hereunder; any walls, fences, driveways, walkways and other installations erected and maintained on any of the foregoing easements shall be at the risk of the party erecting and maintaining the same and subject to the rights and easements herein and hereby created.

4. Drainage swales within the right-of-way, not to be altered, dug out, changed without the permit Board (Commissioners). L sodded grassways or other or parking areas must be that said drainage swales water. Driveways may be only when appropriate as the Hancock County Subdi

5. Any property own drainage swales or ditches action and will be given: to repair said damage, at the Hancock County Drain; repairs to be accomplish; sent to the affected prop

6. It shall be the plat on which any part o is situated to keep such his lot continuously unol provide for the installa may be reasonably neces, subsection.

7. The use of all with Hancock County, Ind amendments thereto and v Further, each lot shall residential purposes.

8. There shall be committee to be known as Control Committee" (here Committee"), to perform it hereunder until the Declarant no longer own date upon which Declara act as the Architectura of said relinquishme address (or other addre Declarant's records. D sons designated by Decl form the functions of t applicable date set for the Architectural Commi (all of whom must be ow annually (in the month balance of the then cur each year thereafter. To the owners of lots as s such purpose by the Arc any lot. At such meeti entitled to one (1) vot the Architectural Commi sons receiving the grea owners present in persc Cumulative voting shall Architectural Committee were elected, and until the event of the death, of the Architectural Co conclusively presumed t lot in this plat), the successor or succes created, until the next the Architectural Commi

approval or disapproval the decision of a major exception and be final, anything to the contrar Committee shall have no the installation, const tion or replacement of Ski Association in the (all as defined herein)

# CHAMPION LAKE ESTATES SECTION ONE

## COVENANTS

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CHAMPION LAKE ESTATES  
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4. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the permission of the Hancock County Drainage Board (Commissioners). Lot owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts are installed as set out in the Hancock County Subdivision Control Ordinance.

5. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair said damage, after which time, if no action is taken, the Hancock County Drainage Board (Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

6. It shall be the duty of each owner of each lot in the plat on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purpose of this subsection.

7. The use of all lots in this plat shall be in accordance with Hancock County, Indiana, Zoning Ordinances as adopted and amendments thereto and with all restrictions contained herein. Further, each lot shall be used exclusively for single family residential purposes.

8. There shall be, and hereby is, created and established a committee to be known as the "Champion Lake Estates Architectural Control Committee" (herein referred to as the "Architectural Committee"), to perform the functions provided to be performed by it hereunder until the earlier of (a) the date upon which Declarant no longer owns any lots in this subdivision, or (b) the date upon which Declarant voluntarily relinquishes its right to act as the Architectural Committee. Declarant shall give notice of said relinquishment by mail to the then lot owners at the lot address (or other address furnished by the lot owner) per Declarant's records. Declarant (or not more than three (3) persons designated by Declarant) shall constitute, act as and perform the functions of the Architectural Committee. After the applicable date set forth in the immediately preceding sentence, the Architectural Committee shall consist of three (3) persons (all of whom must be owners of lots in this plat), to be elected annually (in the month following such applicable date for the balance of the then current calendar year, and in December of each year thereafter for the next succeeding calendar year) by the owners of lots as shown on this plat at a meeting called for such purpose by the Architectural Committee or by the owner of any lot. At such meeting the owners of each lot shall be entitled to one (1) vote for each lot owned for each member of the Architectural Committee to be elected, and the three (3) persons receiving the greatest number of votes from among those owners present in person or by proxy shall be deemed elected. Cumulative voting shall not be allowed. Members of the Architectural Committee shall serve for the terms for which they were elected, and until their successors are duly elected. In the event of the death, disability or resignation of any member of the Architectural Committee (and any member thereof shall be conclusively presumed to have resigned if he no longer owns any lot in this plat), the remaining member or members shall select the successor or successors to fill the vacancy or vacancies created, until the next election. A majority of the members of the Architectural Committee shall constitute a quorum for any

approval or disapproval, or the taking of any other action, and the decision of a majority of such members shall control without exception and be final, conclusive and binding. Notwithstanding anything to the contrary contained herein, the Architectural Committee shall have no control over, or any right to approve, the installation, construction, maintenance, repair, reconstruction or replacement of items or improvements by Declarant or the Ski Association in the Common Areas and on or around the Lake (all as defined herein).