

ENTERED FOR RECORD

THE CREEK BY THE WOODS

9342

Restrictive Covenants

BOOK

85 JAN 20 1981 454-8

Marille Abbott  
RECORDER HENDRICKS COUNTY

The undersigned, Richard A. Lewis, and Lowell E. and Shirley J. Wing, as owner and proprietor of "The Creek By The Woods", located in Lincoln Township, Hendricks County, Indiana, does hereby restrict and covenant the lots and other area within the boundaries in said subdivision to himself and his grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks and associations, and/or anyone who may obtain title to said lots as to the following terms, stipulations, conditions, restrictions and covenants, to-wit:

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants in their entirety shall apply to all lots in "The Creek By The Woods". Said subdivision being located in Lincoln Township, Hendricks County, Indiana.
2. LAND AND BUILDING TYPE: No lot, except Tract A and Tract B, shall be used except for residential purposes, nor shall any lot be subdivided. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height and a private attached garage. In the event the purchaser should buy two lots with the purpose of building one single-family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots.
3. DWELLING SIZE: The ground floor area of the main structure exclusive of one-story porches and garages shall not be less than 1800 square feet in the case of a one-story structure, nor less than 1200 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.
4. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL: No building, fence, wall or other structure shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee. Also, the proposed locations of wells, septic systems, destructure of trees and vegetation and any other such matter as may affect the environment and ecology of "The Creek By The Woods" area shall be the proper concern of the Committee. This Committee shall be composed of the undersigned owner of the herein described real estate and/or his duly authorized representative(s). In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and locations, or to designate representative(s) with like authority. The Committee's approval or disapproval as required in this covenant shall be in writing. In the event that said written approval is not received from the Committee within 14 days from the date of submission, it shall be deemed that the Committee has disapproved the presented plan. Neither the Committee members nor the designated representative(s) shall be entitled to any compensation for services performed pursuant to this covenant.
5. BUILDING CONSTRUCTION: Any building once approved and under construction, must be completed within one (1) year from the time construction was started. No building shall be on any lot nearer to

the front or side property line than the minimum building setback lines, as shown on the recorded plat. BOOK 85 PAGE 485

6. **DRAINAGE AND UTILITY EASEMENTS:** The strips of ground marked, "Drainage and Utility Easements," are hereby reserved for the use of public utilities not including transportation companies, for installation and maintenance of poles, mains, ducts, lines and wires and subject at all times to the proper authorities and to the easements herein granted and reserved. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines except by written permission of the owner of the land at the time said transmission or pipe lines are to be constructed. In no situation shall any owner block the drainage in any manner along drainage swales. This covenant hereby grants the Hendricks County Ditch Board the authority to accept all drainage and utility easements for the purposes of establishing legal drains.
7. **LANDSCAPING:** All lots, whether improved or not, shall be mowed by the owner of the lot or his designated representative a minimum of once during the months of April through September.
8. **UTILITY BUILDING:** A utility building may be constructed on each lot if approved by the Architectural and Environmental Control Committee. This utility building is to be constructed in such manner as to meet the standards of construction as used in the construction of the house. The utility building shall be located behind the main dwelling and in no instance shall the utility building be located in front or at the side of the main dwelling.
9. **VEHICLE PARKING:** No vehicle shall be allowed to park on any street within said subdivision except for a reasonable length of time.
10. **BUSINESSES:** No mercantile building shall be erected, built or placed on the said described real estate, nor any business of any nature be carried on in a manufacturing, wholesaling or retailing nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
11. **NUISANCES:** No noxious or offensive activity shall be carried out on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. **TEMPORARY STRUCTURES:** No structure of a temporary character, mobile home, basement, shed, garage, barn or other outbuildings shall be used upon any lot at any time as a residence, either temporarily or permanently. All dwellings must be fully completed upon the exterior before being occupied.
13. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. Said garbage, trash or other waste shall be disposed of weekly by a refuse collection service designated by the above-mentioned Architectural and Environmental Control Committee or a homeowners organization if established. No burning of any waste, including leaves, shall be allowed except by an indoor incinerator approved by said Committee. All equipment for the storage and disposal of rubbish shall be kept in a clean and sanitary condition and shall not be so used as to create an offensive sight or odor.

14. ANIMALS: No animals, livestock or poultry shall be raised, bred or kept upon any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

15. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such system shall be obtained from said authority. At such time as a sanitary sewer becomes available, owner for himself, his successors and assigns, agrees to connect to same within a period of two (2) years from date of availability. Further, any grantee, by acceptance of deed of title to any lot or tract herein, agrees to a waiver of protest of annexation to the Town of Brownsburg.

16. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from said authority. If, in the future, public water facilities are made available to the lot owners in this subdivision, each owner therein shall attach to such facilities within two (2) years of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

17. FENCES: No fence shall be erected on or along any lot line nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hinderance or obstruction to any other property. No fence shall be erected between the front property lines and the building set-back line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height.

18. STORAGE TANKS: Oil or gas storage tanks shall be either buried or located in a house or garage area.

19. SIGNS: No sign of any kind shall be displayed to the public view upon any lot except that one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period. Except that any sign required by law may be displayed.

20. DRIVEWAYS AND PARKING AREAS: All private driveways, parking spaces and turn-around areas shall have a permanent all-weather surface.

21. TRACT A: The parcel of land designated "Tract A" on the recorded plat of "The Creek By The Woods" is in floodway, and no building or structure shall be erected therein without the approval of the Indiana Department of Natural Resources and the Board of County Commissioners of Hendricks County, Indiana. This property shall be restricted to park use only and maintained in its natural state. The owner reserves the right to dedicate same as a gift to a public agency, or in the alternative, if the property should be offered for sale, the owners of Lots 17 through 26 inclusive, shall have a right of first refusal of any bona fide offer to purchase for a period of thirty (30) days after notice under the same terms and conditions of such offer. Notice of such offer shall be by certified mail, return receipt requested.

22. TRACT B: The parcel of land designated "Tract B" on the recorded plat of "The Creek By The Woods" is also in floodway, and no building or structure shall be erected therein without the approval of the Indiana Department of Natural Resources and the Board of County Commissioners of Hendricks County, Indiana. The property shall be maintained in its natural state and the owner reserves the right to dedicate same to a public agency, or in the alternative, if the property should be offered for sale, the owners of Lots 22 through 26 inclusive, shall have a right of first refusal of any bona fide offer to purchase for a period of thirty (30) days after notice under the same terms and conditions of such offer. Notice of such offer shall be by certified mail, return receipt requested.

23. LAKE COVENANTS: Covenants affecting the use and enjoyment of the area designated "Proposed Lake" on the plat of "The Creek By The Woods" are separately set forth in an instrument designated "Lake Covenants" and recorded in Miscellaneous Record \_\_\_\_\_, Page \_\_\_\_\_, in the Office of Recorder, Hendricks County, Indiana.

24. ENFORCEMENT: If the parties hereto, 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 any lot or lots in said subdivision to prosecute by any proceeding at law or equity 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.

25. 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 twenty-five (25) years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.

26. SEVERABILITY: Invalidation of any one of these covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said party, as owner and proprietor of the above-described subdivision, has hereunto set his hand seal this 9th day of June, 1980.

Richard A Lewis  
Richard A. Lewis

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HENDRICKS)

Lowell E. Wing  
Lowell E. Wing

Shirley J. Wing  
Shirley J. Wing

Before me, a Notary Public in and for said County and State, personally appeared Richard A. Lewis as owner and proprietor of the above-described subdivision, who acknowledged the execution of the above and foregoing Protective Covenants of "The Creek By The Woods" as his voluntary act and deed.

Witness my hand and seal this 9th day of June, 1980.

My Commission Expires:  
April 24, 1982

Shirley Humble  
Notary Public residing in Hendricks County, Indiana SHIRLEY HUMBLE

This instrument prepared by William F. LeMond, Attorney at Law, 600 Union Federal Building, Indianapolis, Indiana

STATE OF INDIANA

COUNTY OF HENDRICKS

)  
) SS  
)

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Before me, a Notary Public in and for said County and State, personally appeared Lowell E. Wing and Shirley J. Wing, who acknowledged the execution of the foregoing Protective Covenants of "The Creek By The Woods" as their voluntary act and deed.

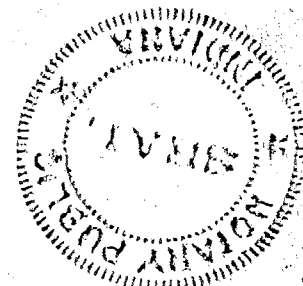
Witness my hand and seal this 9th day of January, 1981.

Anthony A. Higbie  
Notary Public

County of Residence HENDRICKS

My Commission Expires:

March 13, 1982



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THE CREEK BY THE WOODS

ENTERED FOR RECORD

BOOK

11.13

15 JAN 20 1981 P 459-51

Lake Covenants

9343

Marille Abbott

RECORDER HENDRICKS COUNTY

Upon the development of the proposed lake in the plat of "The Creek By The Woods" as recorded in Plat Book 10, Page 105-6 in the Office of Recorder, Hendricks County, Indiana, the following covenants and conditions in the use, enjoyment and maintenance thereof shall apply:

STAR RAL The owners of

1. Tract B and Lots 22 through 26 inclusive, together with guests in their presence, shall have the exclusive rights to the use and enjoyment of the recreational facilities afforded by said lake. To this end, there is depicted upon said plat a mutual easement for lake access and rights of use which easement shall also constitute a maintenance easement for any repair, water treatment or other services needed to assure continuous and adequate maintenance of said lake.

2. Until such time as four lots are sold adjacent to said lake, it shall be the responsibility of the present owner, his successors and assigns, for the maintenance, repair and upkeep of said lake. To this end, such owner shall distribute to each lot purchaser reasonable rules and regulations concerning use of the lake.

3. Upon the sale of four lots adjacent to the lake, the title to the lake shall be conveyed to the owners of Lots 22 through 26 inclusive and Tract B, as tenants in common. Such title interest in the lake shall be appurtenant to these lots and Tract and may not be separately conveyed or devised.

4. Upon conveyance of the lake to the co-owners, an association shall be formed in which each lot owner and Tract B shall have one vote in the selection of a Board of Managers which shall consist of not less than three nor more than six members. Thereafter, on the first Saturday in March of each calendar year, the voting members shall elect the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st.

5. The Board of Managers shall thereafter be responsible for establishing rules and regulations pertaining to lake usage as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the lake property including the easement adjacent thereto. Such budget shall be established annually on or before April 1st of each year for the ensuing twelve (12) month period.

6. Assessments shall be equally paid by each voting member within thirty days from date of billing, and there shall be a late charge of 2% per month on all delinquent payments.

7. Assessments for maintenance shall be a lien upon the properties subordinate only to the lien of a first mortgage, which lien can be enforced by the Board of Managers or any individual property owner subject to these Lake Covenants. By acceptance of deed of title to these properties, the grantee consents to the lien of assessment and its enforcement provisions together with the costs of collection including reasonable attorneys fees.

8. In the event of a dispute arising from the maintenance, repair and upkeep of the lake, any voting member upon giving notice in writing designating a time and place not less than seven (7) days from date of notice, which time may be shortened in case of dire emergency, at which meeting, by a majority vote, such dispute shall be resolved.

9. The Board of Managers shall not be held personally liable in the discharge of their official duties except for wilfull and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Board of Manager as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of lake ownership.

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10. No voting member or third party shall do or permit to be done any action or activity which could result in pollution of the lake, diversion of water, elevation of lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality or proper lake management.

The Board of Managers, in behalf of the property owners or any other property owner subject to these Lake Covenants, shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the lake, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys fees.

These covenants shall run with the land and shall be binding upon present future owners, their successors and assigns.

In Witness Whereof, the undersigned owner of "The Creek By The Woods" has affixed his signature this 9th day of June, 1980.

Richard A. Lewis  
Richard A. Lewis

Lowell E. Wing  
Lowell E. Wing

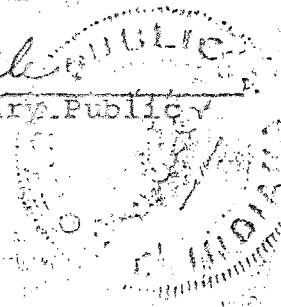
STATE OF INDIANA )  
                          ) SS:  
COUNTY OF HENDRICKS)

Shirley J. Wing  
Shirley J. Wing

Before me, a Notary Public in and for said County of State, personally appeared Richard A. Lewis, who acknowledged the execution of the foregoing Lake Covenants of "The Creek By The Woods" as his voluntary act and deed.

Witness my hand and seal this 9th day of June, 1980.

Shirley Hamel  
Shirley Hamel, Notary Public  
(Printed)



My commission expires:  
April 24, 1982

Residing in Hendricks County, Indiana.

Prepared by:  
William F. LeMond  
Attorney at Law  
600 Union Federal Building  
Indianapolis, Indiana 46204  
(317) 635-4500

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STATE OF INDIANA )  
COUNTY OF HENDRICKS )

Before me, a Notary Public in and for said County and State, personally appeared Lowell E. Wing and Shirley J. Wing, who acknowledged the execution of the foregoing Lake Covenants of "The Creek By The Woods" as their voluntary act and deed.

Witness my hand and seal this 9<sup>th</sup> day of January, 1981.

Anthony D. Higbie  
Notary Public  
ANTHONY D. HIGBIE

HENDRICKS  
County of Residence

My Commission expires:

March 13, 1982

