

Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of November, 1953, personally appeared the within named Sarkes Tarzian, President of Sarkes Tarzian, Inc., who, as such President, and for and on behalf of said corporation, acknowledged the execution of the above and foregoing Lease.

(SEAL)  
My Commission Expires  
June 25, 1955

James R. Register  
James R. Register, Notary Public

*Maudie E. Register*  
R.H.C.

Entered for record Nov. 6, 1953 at 3:30 P.M.

No. 8680 DECLARATION OF COVENANTS AND RESTRICTIONS ON INDIANHEAD LAKE

THIS INDENTURE witnesseth that whereas the undersigned, Georgia Hornaday, unmarried and Galen Groninger and Geneva Groninger, husband and wife, are the owners of the following described real estate situated in Hendricks County, State of Indiana, to-wit:

A part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 16 North of Range 1 East containing 37.60 acres, more or less, except a grave yard on the South thereof.

And whereas, the undersigned, said owners, are causing said real estate to be platted and subdivided into lots and parcels of land to be used chiefly for residential purposes; and

Whereas said owners desire to impose upon the title to said lots and lands certain restrictions and covenants as hereinafter more fully set forth:

NOW, THEREFORE, know all me by these presents, that the undersigned owners and subdividers and proprietors of said land do hereby declare and provide that all of said lots and lands, included within said plat or subdivision, shall hereafter be subject to the following restrictions and covenants, which restrictions and covenants shall be for the benefit of subsequent owners of such lots and lands and shall for all purposes be construed and held to be covenants and restrictions running with the title to all of said lots and lands, to-wit:

1. Dwellings to be of permanent dwelling type, with inside toilets and modern sanitation facilities. Materials to be frame, stone or masonry painted, or combinations of same. No tar paper, ordinary metal or shack type permitted. Plans for dwelling, also use of any unusual type of material must be approved by developers and/or governing board of Association, hereinafter defined.
2. Dwellings must have at least 720 sq. ft. floor space for 1 story dwelling or 628 sq. ft. floor space for 1½ or 2 story dwelling located on outside roads or lake front lots and at least 580 sq. ft. floor space on all other lots.
3. Dwellings and all other buildings to be set back at least 30 feet from front of lot and at least 10 ft. from side lines, unless lot is of insufficient size.
4. Each residential lot to be occupied by but one dwelling.
5. No lot shall be used for business purposes except those specifically designated for this purpose by the developers and/or officials of Association.
6. No garage homes permitted. No house trailer permitted except not to exceed one year while owner is constructing his home. No rental of trailer space permitted.
7. All lot owners to furnish own water.
8. Sewer waste must be disposed through septic tanks and lateral systems as approved by State Board of Health. Garbage may not be burned in open containers or in such a manner to constitute a nuisance.
9. Animals limited to household pets, including dogs and cats, No live stock or

5720 Dec. 26, 1974  
For Comments + Restrictions  
See Misc. 67 pages 550-3  
Mary Margaret Parker  
R.H.C.

10. Strips of ground 6 ft. in width as shown in plot, are reserved for the use of public utility companies (Not transportation companies), for installation of poles, lines, ducts, gas or water mains, or laterals or sewers, subject at all times to the proper authorities and to the easement herein reserved. No permanent or temporary structures are to be erected or maintained upon such strips, but said owners shall take title subject to the rights of the public utilities and subject to the rights of the other lot owners in this subdivision.

11. At private driveway entrance, owner shall install standard culvert pipes, or concrete tile, of type approved by Hendricks County Board of Commissioners.

12. No motor boats, or boats with outboard motors, shall be used on this lake at any time.

13. No intoxicating liquors shall be manufactured or sold on these premises.

14. Owners of said lots or lands shall participate in joint ownership of the lake, dam, recreation centers or any unplatted land, including free ways to said lake, which shall be kept up, maintained and improved by the Indianhead Lake Association, hereinafter mentioned. This private project of 37.60 acres to consist of lake and sites for permanent dwellings principally. The subdivided area consisting of numbered lots to be presented to the Hendricks County Planning Commission and if approved, roads will be kept up by Hendricks County.

15. The Indianhead Lake Association shall be composed of and governed by the owners, from time to time, of said lots and lands and the maintenance and improvements by said Association shall cost not more than \$15.00 per year per lot. First payment to be made with purchase, thereafter payable on July 1st each year. Failure to pay within 60 days shall constitute a default and shall in addition to being a continuing personal obligation, become a lien on said premises.

16. These covenants to run with this land and shall be binding on all the parties and all parties claiming under them until October 1, 1973, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

17. If the parties hereto, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any portion of the above described real estate, to prosecute any proceeding at law or in 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 violations. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 7th day of November, 1953.

Georgia Hornaday  
Georgia Hornaday  
Galen Groninger  
Galen Groninger  
Geneva Groninger  
Geneva Groninger  
Husband and wife

STATE OF INDIANA  
COUNTY OF HENDRICKS

Personally appeared before me, a Notary Public in and for said County and State, this 7th day of November, 1953, Georgia Hornaday, unmarried, Galen Groninger and

foregoing covenants and restrictions to be their voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

James T. Barlow  
Notary Public

My commission expires:  
August 30, 1957.

Entered for record Nov. 9, 1953 at 9:20 A.M.

*Maudie E. Rynerson*  
R.H.C.

No. 8684 / NOTICE OF MECHANIC'S LIEN

Nov 9, 1953.

To BIRD, WILLIAM C. & MARGARET M. and all others concerned:

You are hereby notified that Glenn Masten intends to hold a Mechanic's Lien on PT N W. N W 35-15-1E. .181 a. and also upon the Dwelling recently erected thereon by William C & Margaret M. Bird, for the sum of Four Hundred Sixty. dollars & 60/100 Dollars, for materials furnished by me in the erection and construction or repair of said dwelling which materials were furnished by me at your special instance and request, or at the special instance and request of and within the last sixty days.

Glenn Masten

*Maudie E. Rynerson*  
R.H.C.

Entered for record Nov. 9, 1953 at 10:34 A.M.

No. 8701 / AFFIDAVIT

STATE OF INDIANA  
SS:  
HENDRICKS COUNTY

Orville M. Sallee, Jr., of said county and State being first duly sworn on his oath says that he is well and personally acquainted with Lois Jane Webb, now of Brownsburg, Indiana.

Affiant further says that the said Lois Jane Webb, has in different instruments signed her name as Jane T. Webb, Jane Webb and Lois Jane Webb, but that this affiant knows of his own personal knowledge that each refers to the same identical person and that her true and Correct name is LOIS JANE WEBB.

Orville M. Sallee, Jr.  
Orville M. Sallee, Jr.,

Subscribed and sworn to before me this 3rd day of November 1953.

(SEAL)

Barbara Jane Peper  
Notary Public

My Commission expires:  
September 26, 1954.

Entered for record Nov. 9, 1953 at 3:31 P.M.

*Maudie E. Rynerson*  
R.H.C.

No. 8719 / ELECTION OF TRUSTEES

Nov. 10, 1953

The following three were elected trustees of the Coatesville Christian Church at the congregational meeting May 3, 1953.

- Lillian Darnell - 3 years
- Leo Harlan - 2 years
- Donald Trump - 1 year

Vernon L Smith  
Minister

Entered for record Nov. 10, 1953 at 10:09 A.M.

*Maudie E. Rynerson*  
R.H.C.

NO. 8687 DENYING IND. NOV. 30 1952  
 This Mortgage has been fully paid and satisfied  
 and the same is hereby released.  
*Glenn Masten*  
 Mast 11-30-1953 at 8:37 A.M.  
*Maudie E. Rynerson*  
 R.H.C.

from the Association by the affirmative vote of the Board of Directors.

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- b. Before any member can be expelled, ten (10) days notice in writing that such act will be considered by the Board of Directors at a time and place mentioned in said notice, together with a written specification of the charge against said member shall be personally delivered to him, if practicable. In the event that personal delivery of said notice is impracticable, the notice may be deposited in the U.S. mail, directed to the member's last known address.
- c. The Board of Directors shall be the sole judge of what constitutes misconduct, what conduct is injurious to the character or interest of the Association, and what constitutes a violation of the By-Laws and established rules of the Association.
- d. Any person who, for any cause, shall cease to be a member, shall immediately thereafter forfeit all his membership privileges.

#### Section 5. Guests

- a. Any member in good standing may have as their guest any person, upon such terms and conditions as the Board of Directors may determine, and the privileges of the Association shall be extended to such guest.
- b. All guests shall be subject to the By-Laws and to the rules and regulations of the Association as may be adopted by the Board of Directors.
- c. Any member who is not in good standing with the Association may not be a guest of another member.

#### Section 6. Dues

- a. Dues of not less than \$15.00 per year must be paid within 90 days from the date of January 1st of each year if member desires to remain a member in good standing.
- b. Non-payment of dues shall subject member to be expelled from the Association.

#### Section 7. Reinstatement

The Board of Directors may adopt such rules and regulations it may see fit in regard to the reinstatement of members suspended or expelled.

### ARTICLE III

#### Operation

The operation of the Association and its property shall be vested in the Corporation, acting through its officers, Board of Directors or members as appropriate.

The Board of Directors of the Corporation shall coordinate the activities of membership with the Association operations as more fully described below.

### ARTICLE IV

#### The Corporation

The Corporation has unrestricted control of the property of the Association and after discussion by the Board of Directors, shall have the final decision in any and all matters concerning said property, its finances or its management as an Association.

The following, though not intended to be all inclusive, are examples of matters affecting finances:

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1. dues subject to by-law provisions
2. fees for any services provided by the Association
3. changes or expansion of association facilities
4. real and personal property utilized by the Association.

#### ARTICLE V

##### Members and Elections

###### Section 1. Fiscal Year

The fiscal year of the Association shall commence on the 1st day of January each year.

###### Section 2. Annual Meeting.

- a. The annual meeting and election of the Board of Directors shall be held at a convenient place designated by the Board of Directors on the 15th day of March each year.
- b. The Secretary shall give ten (10) days notice, by mail, of the date, hour and place of the annual meeting, and where such election shall be held, and enclose therewith a copy of the ticket containing all the names of the candidates nominated, in accordance with the provisions of these By-laws.

###### Section 3. Special Meetings

Special meetings of the Association may be called at any time by three members of the Board of Directors. The call for a special meeting shall set forth the purpose of the meeting and the notice thereof shall be mailed by the Secretary to each member ten (10) days prior to the time of such meeting, and no business other than that specified in the call and notice shall be transacted.

###### Section 4. Quorum

Twenty-five (25) percent of the number of members shall constitute a quorum at any meeting of the Association.

###### Section 5. Order of Business

The order of business of all meetings of the Association and of the Board of Directors shall be as follows:

1. Opening
2. Reading of Minutes
3. Introduction of all New members
4. Bills and Communications
5. Report of Committees
6. Treasurer's Report
7. Unfinished Business
8. New Business
9. Discharge Old Committees
10. Appoint New Committees
11. Elections
12. Discussion for Good of Association
13. Adjournment

###### Section 6. Rules of Order

The Rules of Order, as contained in Robert's Manual, when not inconsistent with these By-Laws, shall govern the meetings of the Association and of the Board of Directors.

###### Section 7. Nominating Committee.

The Board of Directors shall appoint a Nominating Committee consisting of three (3) members of the Association none of whom

shall be a member of the Board of Directors. It shall be the duty of such Nominating Committee to nominate at least four (4) weeks previous to the annual meeting, a list of candidates for each officers as are to be filled at such annual election. No member of the Nominating Committee shall be nominated as a candidate for office for the coming year.

Section 5. Members Ticket

Five (5) or more members of the Association may nominate other candidates and shall file a copy of said nomination with the Secretary no less than two (2) weeks previous to the annual election. After the names have been submitted, the Secretary shall cause the names of all legally nominated Candidates to be printed alphabetically on one ticket, indicated thereon the offices for which the candidates are severally nominated. No indication whatsoever shall appear on this ticket showing how the nominations were made, placing as nearly as possible all on an equality with each other.

Section 9. Right to Vote.

No member shall be permitted to vote at the annual election or meeting whose dues are unpaid. Only members who are otherwise qualified to vote shall be entitled to vote. Voting shall be by roll call of all members who are in good standing.

ARTICLE VI

The Board of Directors

Section 1. Composition

The Board of Directors shall consist of not less than three (3) nor more than nine (9) members of the Association to be elected by the members as provided in Article V.

Section 2. Officers.

The Board shall elect from its number, at the first meeting each year, a Chairman, a Vice-Chairman, a Secretary, and a Treasurer.

Section 3. Duties of Officers.

- a. Chairman. The Chairman shall preside at all meetings of the Association and of the Board of Directors, and shall be the general liaison officer between the members and the Corporation.
- b. Vice-Chairman. In the absence of the Chairman, the Vice-Chairman shall perform his duties. Should neither be present at a meeting, a Chairman shall be chosen by vote.
- c. Secretary. The Secretary shall keep the records of the meetings of the Association membership and of the Board of Directors, and a list of members, and shall perform such other duties as may, from time to time, be fixed by the Board. He shall mail notices of all meetings of the Association and of the Board to the Members thereof, as provided by the By-Laws and shall conduct all correspondence, excepting that pertaining to fiscal matter.
- d. Treasurer. Treasurer shall be the bonded custodian of all funds for the Corporation, make disbursements, upon proper authority. No funds of the Corporation shall be used for

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any purpose other than for the benefit of all members. An audit of the Treasurer's books shall be made at the end of each year preceding the election of officers. The treasurer shall be bonded in a sufficient amount to cover all funds in the treasury.

Section 4. Quorum and Business.

A quorum of the Board, for the purpose of doing business, shall consist of three (3) members.

All official actions of the Board shall be by majority vote of those present and voting, regularly taken in accordance with the rules of parliamentary procedure, except as hereinafter specified under "Removal of Board Members."

Section 5. Meeting

The Board shall meet at such times as necessary upon the call of the Chairman.

Section 6. Functions.

- a. The Board will be equally responsible to the members of the Association and to the Corporation in its deliberations, recommendations, and actions and shall at all times endeavor, through these actions, to promote spirit and deportment of the highest order and general harmony among all elements.
- b. The Board shall promulgate rules and regulations for and supervise the sports and social activities of the Association and shall so organize itself as to assume this responsibility. It shall establish, maintain, and support Standing Committees from the membership, as later specified, to insure that each activity is so planned, organized, and administered as to stimulate maximum interest, and provide maximum enjoyment of the facilities at their disposal; and also establish such other committees as may be necessary.
- c. The Board shall consider and pass upon recommendations presented to it in writing by the members or standing committees.
- d. The Standing Committees shall be set up by the Board and shall serve for one (1) year, or until new committees are formed. Each of the Standing Committees may add to its membership, as desired, and may organize in such a manner as to best administer the activities for which it is responsible.

Examples of Standing Committees:

- |                      |                      |
|----------------------|----------------------|
| 1. Lake              | 4. Membership        |
| 2. Parks             | 5. Finance Committee |
| 3. Social Activities |                      |

Section 7. Vacancies on the Board.

If a vacancy occurs on the Board, through resignation or other causes, the remaining members shall name a successor within a period of one month.

Section 8. Removal of Board Members

The Board shall have the power to remove any member from the Board by an affirmative vote of at least two-thirds (2/3) of the members of the Board.

Section 9. Non-Liability and Indemnification of Board Members.

No member of the Board of Directors shall be liable to the Corporation, any member of the Association or any other person or persons for any claims of any character resulting from any actions taken or any failure to take action in good faith and believed by

him to be authorized by these by-laws or within his discretion or rights or powers conferred upon him by these by-laws. Each member of the Board of Directors shall be indemnified by the Corporation against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of his being or having been a member of the Board of Directors, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his duties.

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ARTICLE VII

Amendment of By-Laws

After discussion with the Board of Directors these By-Laws may be amended by the Corporation. Proposed amendments to these By-Laws must be presented in writing at a regular meeting, read by the Secretary at such meeting after which a vote will be taken. If two-thirds of all members in good standing are present at the meeting and vote in favor of such amendment(s), these By-Laws shall be so amended. All members shall be notified by the Secretary of all amendments within a reasonable time after passage.

ARTICLE VIII

Covenants and Restrictions

In addition to the provisions of these By-Laws, the rules and regulations of the Association, all members must adhere to and abide by the covenants and restrictions as recorded November 9, 1953, Misc. Record 33 pages 52 & 6. in the Recorders Office of Hendricks County, Indiana; as amended by the covenants and restrictions recorded on ~~December~~ <sup>December</sup> 26, 1974, Misc. Record 47 pages 550-3 in the Recorders office of Hendricks County, Indiana;

FILED  
DEC 30 1974

Mary Jane Keathern  
AUCTIONEER HENDRICKS COUNTY

AMENDMENT

SUBDIVISION CONTROL ORDINANCE  
HENDRICKS COUNTY, INDIANA

ORDINANCE NO. \_\_\_\_\_

5672  
ENTERED FOR RECORD  
DEC 30 1974

AN ORDINANCE AMENDING THE SUBDIVISION CONTROL ORDINANCE OF HENDRICKS COUNTY, INDIANA, AS AMENDED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDRICKS, INDIANA ON THE 6TH DAY OF FEBRUARY, 1961.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, INDIANA, UNDER AUTHORITY OF THE ACT OF MARCH 14, 1947, AND ALL ACTS AMENDATORY OR SUPPLEMENTARY THEREUNTO, ENACTED BY THE ASSEMBLY OF THE STATE OF INDIANA, THAT



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CROSS REFERENCE

5620

ENTERED FOR RECORD

COVENANTS AND RESTRICTIONS  
OF INDIANHEAD LAKE ASSOCIATION, INC.

BOOK 67 DEC 26 1974  
RECORDS HENDRICKS COUNTY

This Indenture Witness, That the Indianhead Lake Association, Inc., an Indiana not-for-profit corporation, whose membership consists of the lot owners of the Indianhead Lake Subdivision, the same being the following described real estate situated in Hendricks County, State of Indiana, to wit:

A part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 16 North of Range 1 East, containing 37.00 acres more or less, except a grave yard on the south (thereof).

And Whereas, the land of said Subdivision has been platted and subdivided into lots and parcels of land to be used chiefly for residential purposes; and,

Whereas, the previous owners of said real estate, the same being Georgia Hornaday, unmarried, and Galen Groninger and Geneva Groninger, husband and wife, sold the real estate subject to certain covenants and restrictions, duly recorded on March 9, 1953, Miscel. Record 33 pages 52-54/Hendricks County Records; and

Whereas, the membership of Indianhead Lake Association, Inc. desire to impose upon the title to said lots and land and water certain covenants and restrictions as hereinafter more fully set forth:

Now, Therefore, know all men by these present, that the undersigned Directors of Indianhead Lake Association, Inc., hereby declare and provide that all of said lots and land and water, included within said plat or subdivision, shall hereafter be subject to the following covenants and restrictions, which covenants and restrictions shall be for the benefit of subsequent owners of such lots and land and water and shall for all purposes be construed and held to be covenants and restrictions running with the title to all of said lots and land and water; and these covenants and restrictions shall be in addition to and amendatory of the previously recorded covenants and restrictions, to wit:

1. All lots in this subdivision shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling and private, attached, two-car garage and storage building.
2. No lot shall be subdivided to form units of less area, nor shall more than one building for dwelling purposes be erected upon a lot. No such building may exceed two stories in height, and each dwelling shall be limited to single family use.
3. Ground Floor Area of Building: No dwelling house shall be erected or permitted on any of said remaining lots, the ground floor area of which, exclusive of porches, terraces, and garages, is less than 1,500 square feet in the case of a one-story structure, or less than 1,000 square feet in a structure other than a one-story structure.

4. All construction materials must be new. No building shall be moved into said subdivision. No trailer, mobile home, tent, basement, shack, garage, barn or other building shall be placed or constructed in the subdivision at any time for use as either a temporary or permanent residence or for any other purpose, except incident to the construction of a dwelling on the premises.
5. All residences must have private inside bathroom facilities.
6. All structures shall be completed on the exterior within six (6) months from start of construction, including two (2) coats of paint or varnish on any exterior wood surface. All structures must be completed and site graded, sodded or seeded, and reasonably landscaped within one (1) year from date of commencement thereof. During the period of construction the premises shall be kept and maintained in a sightly and orderly manner.
7. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner causing weeds and other growth to be seasonably cut and preventing accumulation of rubbish and debris on the premises.
8. No lot shall be used for business purposes except those specifically designated for this purpose by the developers and/or officials or Indianhead Lake Association, Inc.
9. All lot owners are to furnish their own water.
10. Sewer waste must be disposed through septic tanks and lateral systems ad approved by the State Board of Health. Garbage may not be burned in open containers or in such a manner to constitute a nuisance. No refuse pile or other unsightly or objectional material or thing shall be allowed or maintained on any lot in this subdivision.
11. All members of Indianhead Lake Association, Inc., shall participate in joint ownership of the lake, dam, recreation centers of any unplatted land, including free ways to said lake, which shall be kept up, maintained and improved by the Corporation members, hereinafter mentioned. This private project of 37.00 acres to consist of lake sites for permanent dwellings principally.
12. The Indianhead Lake Association, Inc., shall be composed of and governed by its members of said lots and lands and the maintenance and improvements by said Corporation shall cost not less than \$15.00 per year, regardless of number of lots owned by one individual. First payment to be made with purchase, and thereafter payable on January 1st of each year. Failure to pay within 60 days after billing, notice thereof by registered mail shall be sent to such member, and if delinquency continues for ten days after the post-marked date of such notice, said member(s) property shall have a lien placed on said property for indebtedness and shall be prohibited access to the lake and park areas. If said member(s) should be found in violation of access, shall be prosecuted in the courts for trespassing to the fullest extent of the law.
13. If a problem arises or there are repeated offenses by an individual of a particular regulation, the Board if requesting that the violation be placed in writing and submitted to the Board of Directors for review. The member will receive a written reply from the Board of Directors outlining the action or actions that the Board of Directors deemed necessary. In addition, the Board may take action which is authorized by the By-Laws of the Corporation.
14. The annual business meeting and election of the Board of Directors of the Corporation shall be held on the 15th day of March each year at such time and place as shall be convenient and so designated by the Board.
15. No member shall be permitted to vote at the annual election or any other special meeting whose indebtedness to the corporation prior to March 1st remains unpaid.
16. Special meetings may be called by the President at such times it may seem necessary to call such meetings with the Secretary giving ten days notice of the date, hour, and place of meeting, being dependant upon the matter of urgency.

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17. No member shall be elected to the Board of Directors who is not present at such meeting; nor can a member accept nominations for another member in lieu of his absence.
18. At such time expenditures exceed Corporation funds for incurred repairs, improvements of park areas, lake or dam, all members of the Corporation shall assume joint responsibility in payment of such assessments.
19. Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot in this subdivision, except that dogs, cats or other household pets may be kept, bred or maintained for any commercial purposes. Property owners will be required to keep their animal(s) within the confines of their property. Any dog or cat or other household pet that is taken to the parks must be kept on a leash.
20. Speed Limit: A posted speed limit of 20 miles per hour will be enforced on all roads within the subdivision.
21. Boats, Swimming and Use of Water Areas:
- (a) The Boating area of Indianhead Lake is restricted to non-motorized boats, sail boats and canoes. There are to be no gasoline powered craft or electric type motors used on the lake.
  - (b) All boating will be limited strictly to corporation members and all crafts must have the owners lot number fixed to the prow (front) on both sides in figures at least four (4) inches in height and clearly legible. No guests will be permitted to launch their personal boats at any time.
  - (c) All corporation members using the park area(s) should at all times consider and respect the rights of adjacent property owners. Swimming is permitted in the lake by all members; however, for safety purposes of all members using park area(s) to gain access to water, should confine swimming close to those shores.
  - (d) Anyone attempting to swim away from the immediate shore area should be accompanied by a good swimmer in a boat.
  - (e) Children six years old and under should at all times be accompanied by a parent or responsible person.
  - (f) Fishing is permitted from boats and from park area(s) by corporation members and their accompanied guest if member is in good standing and provided, however, that any such guest must be accompanied by such member.
  - (g) All guests shall be subject to the by-laws and to such rules and regulations of the Corporation as well.
  - (h) Anyone who has been a member and has been suspended or expelled may not be a guest of another member.
  - (i) Although Indianhead Lake is a private area, the boating laws of the State of Indiana should be observed relative to safety. Please do not overload your boat, and always provide a life jacket for each person aboard.
- The above listed Rules and Regulations for the use of water areas are intended to benefit all corporation members; The potential for usage of these areas necessitates certain limitations to which all members are urged to comply.
22. Strips of ground 6 ft. in width as shown in plat, are reserved for the use of public utility companies (not transportation companies), for installation of poles, lines, ducts, gas or water mains or laterals or sewers, subject at all times to the proper authorities and to the easement herein reserved. No permanent or temporary structures are to be erected or maintained upon such strips, but said owners shall take title subject to the rights of the public utilities and subject to the rights of the other lot owners in this subdivision.
23. At private driveway entrances, owner shall install standard culvert pipes, or concrete tile, of type approved by Hendricks County Board of Commissioners.
24. No intoxicating liquors shall be manufactured or sold on these premises.
25. No motorized vehicles of any type will be permitted on the park areas and/or dam so as not to cause or create erosion.
26. At such times as it seems necessary, curfews on swimming may be established and voted upon by members for the safety of the members and their guests.

27. These covenants are to run with this land and shall be binding on all parties claiming under them until October 1, 1983, at which time said covenants shall be automatically extended for 553

successive periods of ten (10) years, unless by a vote of the majority of corporation members agree to change the said covenants in whole or in part.

28. These covenants and restrictions may be amended at any time as provided by the By-Laws of the Corporation, the amendments to be effective when recorded in the office of the Hendricks County Recorder where conveyances of such land are recorded.

29. Invalidation of any one of these covenants by judgement or decree shall in no way affect any of the other provisions thereof which shall remain in full force and effect.

In Witness Whereof, the undersigned Directors of Indianhead Lake Association, Inc. have hereunto set their hands and seal this 23rd day of NOVEMBER, 1974.

Ray E. Boyd                      Robert E. King  
Charles T. King

Attested to and by the Secretary of the Indianhead Lake Association, Inc. this 23rd day of NOVEMBER, 1974.

(Seal)                      Raymond D. King  
Secretary                      Raymond D. King  
State of Indiana                      C. M. Middle Corporation Date: 2/17/77

Prepared By:  
Ray F. James, Atty.

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BY-LAWS

INDIANHEAD LAKE ASSOCIATION, INC.  
DANVILLE, INDIANA

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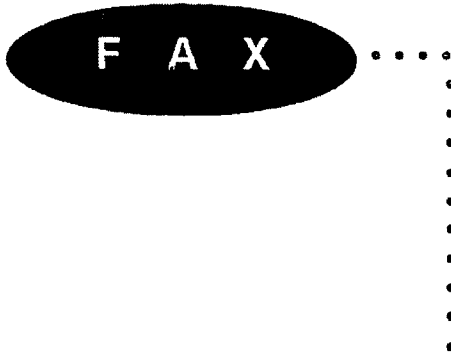
ARTICLE I  
Name and Purpose

The name of this association is the Indianhead Lake Association,  
Inc., an Indiana not-for-profit corporation (hereinafter called

**ENTERED FOR RECORD**

BOOK 67 DEC 26 1974

*James Margaret Collier*  
RECORDED HENRICKS COUNTY




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To: CTIC - Updates  
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Date & Time: 10/6/2004 10:09:23 PM  
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