

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR IRONWOOD LAKE SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this 1st day of May, 1987, by SANDERS BUILDING & CONTRACTING CO., INC., hereinafter referred to as the "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the sole owner of certain real property located in Hendricks County, Indiana, and described as follows:

Part of the West Half of the Northwest Quarter of Section 13, Township 16 North, Range 1 East in Hendricks County, Indiana, more particularly described as follows:

Beginning at a point on the West line of the said West Half South 00 degrees 00 minutes 00 seconds (assumed bearing) 1324.26 feet of the Northwest corner thereof; thence South 89 degrees 31 minutes 27 seconds East parallel with the South line of the said West Half 1345.57 feet to the East line of the said West Half; thence South 00 degrees 06 minutes 43 Seconds West along the said East line 1349.22 feet to the Southeast corner of said West Half; thence North 89 degrees 31 minutes 27 seconds West along the South line of the said West Half 1125.14 feet to a point which lies South 89 degrees 31 minutes 27 seconds East 217.8 feet from the Southwest corner of the said West Half; thence North 00 degrees 00 minutes 00 seconds parallel with the West line of the said West Half Quarter Section 200.00 feet; thence North 89 degrees 31 minutes 27 seconds West parallel with the South line of the said West half Quarter Section 217.8 feet to the said West line; thence North 00 degrees 00 minutes 00 seconds along the West line of the said West Half 1149.24 feet to the point of beginning, containing 40.636 acres, more or less. Subject to all legal easements and rights of way.

ENTERED FOR RECORD

BOOK

112 JULI 1987

*Bonnie A. [Signature]*

AND, WHEREAS, the Declarant desires that a dignified, high-quality residential community be developed and maintained on the said property, that all site planning, building and landscaping be attractive and harmonious with the surroundings and that the peaceful character of the property be protected; and, to these ends, desires to subject the property to the covenants, conditions, and restrictions hereinafter set forth, it being intended that such covenants, conditions, and restrictions shall run with the land and shall be binding upon all persons and entities having or acquiring any right, title, or interest in any portion of the said property, and shall inure to the benefit of each owner thereof;

AND, WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

AND, WHEREAS, Declarant shall cause said agency to be incorporated under the laws of the State of Indiana, as a non-profit corporation.

NOW, THEREFORE, Declarant, for and in consideration of the premises and the covenants contained herein, does hereby impose upon the said real property the following protective covenants, conditions, and restrictions:

I.

DEFINITIONS

As used herein:

1. The word "Lot" shall mean any of the lots located within the above-described property; and
2. The word "structure" shall mean any building, fence, walkway, driveway, swimming pool, tennis court, solar or energy devices, antennas, dish antennas, exterior lighting, or other item constructed on a Lot, and all additions or alterations to any of the foregoing.
- 3 "Association" shall mean and refer to the Ironwood Lake Property Owners Association.
4. "The Properties" shall mean and refer to all existing properties as are subject to this Declaration.
5. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
6. "Original Lot" shall mean and refer to any lot or plat of land shown upon any original, recorded, subdivision map of The Properties after the same has been sold by the Developer, or its representatives or assigns, by land contract or by deed but shall not include Common Properties as heretofore defined or any lot that the Declarant has sold in which the contract becomes in default by act of the purchaser and that the Declarant or its assigns takes back for resale.
7. "Owner" shall mean and refer to the equitable owner, whether one or more persons or entities, holding any original lot situated upon The Properties, whether such ownership be in fee simple title or as land contract vendee, and notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee except if the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
8. "Member" shall mean and refer to all those Owners who are members of the Association.

II

LAND USE AND BUILDING TYPE

The Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to

remain on any Lot other than one detached, single-family dwelling, and attached private garage. Such dwelling shall not exceed two and one-half stories in height exclusive of the basement, and shall be used for private dwelling purposes only, by one family only. Such dwelling shall contain 1700 square feet minimum amount of finished interior ground floor living area (exclusive of basements, porches, decks, patios, and garages). Ground floor living area shall include living area on upper levels.

III

PARTIAL CONSTRUCTION; COMPLETION OF CONSTRUCTION

No foundation or basement of a building shall be constructed on any Lot except as an integral part of a continuous process of constructing the main structure of such building, which construction must proceed uninterrupted until the structure is completed. The construction of a building, once begun, must be completed (including, without limitation, all landscaping and exterior painting) within 180 days after its commencement. No dwelling shall be occupied until it is completed.

IV

STANDARD OF QUALITY OF WORKMANSHIP AND MATERIALS

With respect to construction of improvements on any Lot, it is required that the standard of architectural design, materials, and workmanship be of superior quality.

V

APPROVAL OF PLANS AND SPECIFICATIONS BY ENVIRONMENTAL COMMITTEE

No structure shall be erected, placed, or (externally) altered on any Lot until the plans and specifications therefore (including elevations, materials, colors, textures, landscaping, and a site plan showing the location of the structure with grading modifications) shall have been filed with the Environmental Committee, and approved in writing by such Committee as to: quality of material, harmony of landscaping and no duplication of adjacent external design, colors, and finishes with existing structures and the surroundings; location with respect to topography and finish grade elevation; protection of existing trees; and conformity with the requirements and intent of this Declaration. The Environmental Committee shall be entitled to retain permanently the submitted copy of such plans and specifications, and all work shall be accomplished in

conformity therewith. If, forty-five(45) days after submission of all such plans and specifications, the Environmental Committee shall have failed to issue a written approval or disapproval of the plans as submitted then said plans shall be deemed approved by the Environmental Committee without further action.

VI

TEMPORARY STRUCTURES, BOATS, AND TRAILERS

No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, house trailer, camping trailer, quonset hut, shack, privy, or satellite dish, except for children's play tents and tree houses, shall be erected, placed or allowed to remain on any Lot; provided, that a boat, a commercial or public vehicle, a camping trailer, a truck-mounted camper, a recreational vehicle, or similar vehicle may be kept on a Lot if it is enclosed in a garage, in a manner approved in writing by the Environmental Committee.

VII

NUISANCES

No noxious or offensive activity shall be carried on in any area of the subdivision, nor shall anything be done or permitted to remain on any Lot, which may be or become a nuisance to a neighboring owner or resident.

VIII

USE OF LOTS

No Lot or any part thereof shall be used for the conduct of any business, commerce, or profession.

IX

ANIMALS, LIVESTOCK, AND POULTRY

No wild animals, livestock, or poultry of any kind shall be kept or maintained or bred on any Lot for commercial or any other purposes.

X

SIGNS

No sign, billboard, or advertising matter shall be erected or displayed on any Lot, except as follows:

1. During construction of a dwelling, one non-illuminated sign, not exceeding three feet by four feet in dimension, may be displayed on a Lot for the identification of the builder.

2. A temporary, non-illuminated sign, not more than four square feet in area, advertising the property for sale or rent, may be displayed on a Lot.

XI

SUBDIVISION OF LOTS PROHIBITED

No Lot shall be further divided or resubdivided. Alteration of boundary lines between Lots may be accomplished with the prior written consent of the Environmental Committee and in conformity with applicable ordinances and requirements of Brownsburg, Indiana.

XII

REMOVAL OF MATERIAL FROM LOT;  
CHANGE OF NATURAL CONTOUR OF LOT;  
CONSTRUCTION BY OWNERS OF DRIVEWAY ENTRANCES AND APRONS

Except for necessary excavation and grading in connection with construction (in conformity with this Declaration) of improvements on a Lot, no fill, dirt, muck, or rock shall be removed from any Lot, nor shall the elevation of any portion thereof be changed in any manner, without the prior written approval of the Environmental Committee. No owner of a Lot shall cause, suffer, or permit the alteration by unnatural means, obstruction or diversion of the flow of surface water across his Lot, without the prior written consent of the Environmental Committee. Construction of driveway entrances and aprons shall be the responsibility of the Lot owner, and such construction shall not interfere with surface water drainage on or onto the road and shall conform to the minimum standards of the Town of Brownsburg.

XIII

MAINTENANCE OF LOT AND PROTECTION OF ADJACENT  
PROPERTY DURING CONSTRUCTION

Each Lot owner shall protect the streets and street shoulders from damage related to construction activities with respect to his Lot, and agrees to keep the streets and driveways clear of equipment and building materials. In connection with any construction, the Lot owner shall take

appropriate precautions in excavation and movement of earth, so as to prevent siltation and unnecessary erosion, and he shall also comply at his expense with all applicable governmental laws and regulations regarding siltation control. The streets within the subdivision shall be cleaned by the Lot owner whenever construction activity on his Lot results in a significant accumulation of dirt or debris; and if the Lot owner should fail to do so, after notification from the Declarant that such cleaning is required, then the Declarant may perform such cleaning and charge the reasonable cost thereof to the Lot owner. The foregoing shall in no way create an obligation on Declarant to clean the streets under any circumstances.

XIV

GARBAGE AND REFUSE DISPOSAL

Refuse and refuse containers shall not be permitted to remain in public view except on days of trash collection. No accumulation of storage of litter, construction debris, or trash of any other kind, shall be permitted on any Lot.

XV

CONTROL OF DOGS

All dogs shall be confined and kept quiet after 9:00 P. M. and before 8:00 A. M. Dogs shall be confined or securely restrained and leashed at all times.

XVI

USE OF SAWS, MOWERS, AND EQUIPMENT BY LOT OWNERS

The use of chain saws, lawn mowers, and other noisy equipment out of doors before 12:00 noon on Sundays shall be kept to a reasonable minimum.

XVII

LANDSCAPING

No tree, hedge, or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

XVIII

USE OF OUTSIDE CLOTHESLINES

No clothing, laundry, or wash shall be aired or dried on any portion of any Lot visible from the road or from another Lot.

FENCES

No fences of any kind may be erected or constructed on any portion of any Lot except fences for swimming pools; provided that such fences shall comply with all Brownsburg ordinances and shall be approved by the Environmental Committee.

## XX

ENVIRONMENTAL COMMITTEE

The Environmental Committee shall consist of a person or persons chosen by Declarant until such time as all Lots are sold by Declarant to third parties, at which time the Environmental Committee shall consist of seven (7) persons from among then existing Lot owners chosen by Declarant. In the event of a vacancy in membership on the Committee, the remaining members shall name a replacement from among the then existing Lot owners. After all Lots are sold by the Declarant, only Lot owners may be owners of the Environmental Committee. Wherever consent, approval, or other action of the Environmental Committee is required under any provision of this Declaration, such requirement shall be deemed satisfied if, forty-five (45) days after proper and complete presentation of the matter to such Committee, it shall have failed to issue its decision in writing. Voting on Committee matters may be done in person or by proxy (provided the proxy is in writing and notarized.)

## XXI

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership Every person or entity who holds any equitable interest, including the Declarant, in any Lot or Lots included within "The Properties" as herein defined, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the Association provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Persons not holding an interest in any Lot in said Properties may become non-voting members of the Association under terms and conditions prescribed by the Board of Directors.



2. Voting Rights The Association shall have one class of voting membership. Voting members shall be all those members who hold the interests required for Membership. When more than one person holds such interest or interests in any Lot in said Properties, all such persons shall be members and the vote for each such Lot shall be exercised as they among themselves determine. Each member shall be entitled to one vote for each Lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.

XXII

PROPERTY RIGHTS IN THE COMMON PROPERTIES

1. Members' Easements of Enjoyment Subject to the provisions of "Extent of Members' Easements" of this Article, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Original Lot.

2. Title to Common Properties The Declarant shall retain the legal title to the Common Properties, but not longer than such time as it has sold 90% of the lots in the Properties including all additions thereto and the aggregate of the outstanding balances of the sales prices therefor has been reduced to 80% thereof, but not later than fifteen (15) years from the date of the recording of this document, at which time Declarant shall convey to the Association such Common Properties with all improvements.

3. Extent of Members' Easements The rights and easements of enjoyment created hereby shall be subject to the following:

A. The Declarant and the Association, in accordance with its Articles and By-laws, may borrow money for the purpose of improving the Common Properties and in aid thereof may mortgage said properties. The members' rights and easements in the Common Properties shall be subordinate to any mortgage given by the Declarant or Association as security for funds borrowed for said improvements. Any indebtedness which shall be created for the purpose of making improvements to the Common Properties shall be an obligation of the Association. In the event of a default upon any such mortgage, the lender or mortgagee shall only have the rights afforded under the mortgage or security agreement and under the laws of the State of Indiana including the right after taking possession of The Properties to charge admission and other fees as a condition to continued enjoyment by the members, and if necessary to

open the enjoyment of such properties to a wider public. If The Properties is returned to the Association, all rights of the members hereunder shall be restored, including

- (1) the rights of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- (2) the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,
- (3) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties.

B. There is shown and reserved on the plat of Ironwood Lake Subdivision a Landscape Maintenance Easement for creation and maintenance of foliage landscaping by the Association. It shall be the Association's right to enter the area of the said easement for purposes of planting and/or maintaining foliage, trees, and/or shrubs in the easement area as determined necessary and appropriate by the Environmental Committee. The individual homeowners shall have the continual obligation for maintenance of grass cutting and shall not have any authority to alter the topography in the easement area.

XXIII

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments The Declarant, being the owner of all The Properties, hereby covenants, and each subsequent owner by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Declarant, and then, when legally formed, 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 as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which

each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

2. 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 residents in The Properties 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 Properties situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

3. Basis and Amount of Annual Assessments The annual assessment shall be \$75.00 per each Original Lot sold by Declarant, its representatives, or assigns, by Land Contract or Deed, and the assessment shall be distributed evenly against each Original Lot. From all such assessments, the Association shall pay for the cost of maintenance of parks, the lake, equipment, general upkeep of the Ironwood Lake area, management and operation thereof. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from Declarant for any lots owned by it, or otherwise.

4. Special Assessments for Capital Improvements In addition to the annual assessments authorized under Section 3 hereof, the Association may levy in any assessment year on each Original Lot sold by the Declarant, its representatives or assigns, 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, or unexpected repair or replacement of a described capital improvement or facility, such as the lake, upon the Common Properties, including the necessary fixtures and personal property related thereto, provided any such assessment shall have the affirmative vote of two-thirds (2/3) of all voting members who are voting in person or by proxy in form acceptable to a majority of the Board of Directors of the Association, 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 shall set forth the purpose of the meeting.

5. Change in Basis and Maximum of Annual Assessments Subject to the limitations of this Section 3 hereof, and for the periods therein specified, the Association may change the

maximum and basis of the assessments fixed by Section 3 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 (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger of consolidation in which the Association is authorized to participate under its Articles of Incorporation.

6. Quorum for Any Action Authorized Under Sections 4 and 5 Hereof The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided by Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies, in form acceptable to a majority of the Board of Directors of the Association, entitled to cast sixty per cent (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 4 and 5, and the required quorum at any such subsequent meeting shall be one-half 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.

7. Date of Commencement of Annual Assessments and Due Dates The Annual Assessments provided for herein shall commence on the first day of April, 1988. 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 Original Lot which is subject to this Declaration. The due date of any special assessment under Section 4 hereof shall be fixed in the Resolution authorizing such assessment.

8. Duties of the Board of Directors The management, affairs, and policies of the Association shall be vested in the Board of Directors, each of whom must be a member of the Association in good standing. The number of Directors shall not be more than seven (7) and not less than three (3). 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 in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Association shall upon demand 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. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

9. 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 7 hereof), then the assessments and costs of collection thereof, as hereinafter provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed Two Dollars (\$2.00) shall be added thereto and from that date interest at the rate of six percent (6%) 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 preparing and filing a Complaint in such action; and in that event, Judgment shall include interest on the total amount as above provided, reasonable attorney's fee, to be fixed by the Court, together with the costs of this action.

11. 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 Properties as defined in Article I (E) hereof; (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; (d) all properties owned by the Declarant, its successors, and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Declarant.

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

12. Subordination of Lien The lien for delinquent assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon the properties, provided, however, the lien will be prior to the rights of the owners after a foreclosure sale, a sale pursuant to bankruptcy, a deed in lieu of foreclosure and after possession by the trustee in bankruptcy.

## XXIV

ENFORCEMENT

Enforcement of the restrictions and covenants herein contained shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, which proceedings may be either to restrain such violation or to recover damages or both; and such proceedings may be brought or prosecuted by the Declarant, its successors or assigns, or by any person or persons owning any Lot or interest therein, or both. Without restricting the generality of the foregoing, any such owner or owners, or the Declarant or its successors or assigns, in lieu of or in addition to any other legal or equitable remedy, may seek an order from a court of competent jurisdiction permitting it or them to enter upon the property where such violation exists and summarily to abate or remove the same, using such force as may be reasonably necessary, at the expense of the owner of such property. Neither the person or persons entering nor the person or persons directing the entry shall be deemed liable for any manner of trespass for such action. In any proceeding to enforce any of these covenants or restrictions, the party against whom enforcement is obtained shall pay the enforcing parties' costs and attorney's fees.

## XXV

SEVERABILITY

Invalidation of any of these covenants by a judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

## XXVI

EXCLUSIONS

Notwithstanding any other provision of this Declaration, nothing herein shall be construed to prevent the Declarant, or any other party constructing improvements in conformity with the provisions hereof, from permitting commercial vehicles and

construction equipment to enter and remain on the street or on the Lot being improved, or from storing materials and supplies on such Lot, all to the extent reasonably necessary to facilitate such construction.

XXVII


DURATION

These covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the owner of any Lot, his legal representatives, heirs, successors, and assigns.

These covenants and restrictions may at any time be amended or revoked by an instrument signed by the owners of all Lots.

"DECLARANT"

SANDERS BUILDING & CONTRACTING CO., INC.

By   
Mark E. Sanders, President

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF HENDRICKS )

Before me, a Notary Public in and for said County and State, personally appeared Mark E. Sanders, President of Sanders Building & Contracting Co., Inc., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions, and Restrictions for Ironwood Lake Subdivision.

Witness my hand and Notarial Seal this 1st day of May, 1987.

Signature 

Printed PAMELA K. LACH  
Notary Public

My Commission Expires:

12-21-87

County of Residence: HENDRICKS

This instrument prepared by Charles E. Hostetter, Attorney at Law, 41 Boulevard Motif, Brownsburg, IN 46112, 317-852-2422.





6. **SCREENS, WALLS, FENCES AND TREES** - No fence, wall, hedge or other planting which obstructs right view of elevations between 2 and 6 feet above the street level shall be constructed on any lot within the development except as provided herein. No trees shall be permitted to remain within side distance of such elevations and the side view line is maintained at sufficient height to prevent obstruction of such sight lines.

7. **RESTRICTIONS, SERVICE REQUIREMENTS**

- A. In General - Where otherwise provided in these restrictions or on the recorded plat, no dwelling house or above ground structure shall be constructed or placed on any lot within the development except as provided herein.
- B. Definitions - Where the word "lot" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot, "rear line" means the extension from the rear boundary line, and substantially parallel to the rear line of said lot, except that on corner lots, it may be determined from other abutting roads.
- C. Front Yards - The front building setback lines shall be as set forth upon this plat of the development.
- D. Call-Out-Sizes - If a particular lot abuts on a call-out-line, the front building setback line shall be as shown on the plat of that lot.
- E. Side Yards - The sum of the side yards shall be at least 20% of the lot width with a minimum width of 8 feet for either side yard.
- F. Rear Yards - The rear setback line shall be at least thirty (30) feet from the rear lot line.
- G. BLOCK USE, BLOCK USE IS Common Properties as defined in the Declaration and is for the mutual use and benefit of all the lot owners in the subdivision. Access is provided for the lot owners not abutting Block Use only through the Common Property between Lots 31 and 32 as shown on the plat.
8. **CONSTRUCTION REQUIREMENTS** - The restrictions contained in this plat are implementation of the restrictions of the Declaration and are in addition to the restrictions for Improved Lots contained in the Declaration. In the Office of the Recorder of Deeds for the State of Indiana, Indiana, in the event of a discrepancy between the restrictions and the Declaration, then the Declaration shall control.
9. **REPAIRS** - These covenants are to run with the land, and shall be binding to all parties and all persons claiming under them. These first covenants may be changed in whole or in part or in any way by vote of those persons who are then the owners of all of the numbered lots in the development.
10. **DEVELOPMENT** - These covenants are to run with the land, and shall be binding to all parties and all persons claiming under them. These first covenants may be changed in whole or in part or in any way by vote of those persons who are then the owners of all of the numbered lots in the development.
11. **PROTECTION** - The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by due diligence of any structure or improvement which is in violation of any of the restrictions, shall be enforceable by the lot owners in the subdivision, their heirs, personal representatives, successors and assigns, who are entitled to such relief without being required to show any damage or injury to the Environmental Committee, any other person, by or through any such violation or attempted violation.
12. **SEVERABILITY** - Every one of the restrictions is hereby declared to be independent of, and severable from, the rest of the restrictions and of and from every other one of the restrictions, and if and from every combination of the restrictions. In the event that any one of the restrictions shall be found to be unenforceable, or to lack the quality of running with the land, that finding shall be without effect upon the validity, enforceability or enforceability of any other one of the restrictions.

IN TESTIMONY WHEREOF, witness the signature of the declarant this 26th day of March 1987.

STATE OF INDIANA )  
 COUNTY OF MADISON ) SS:

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Mark Sanders, President of Sanders Building & Contracting Co., Inc., who acknowledged to me that he is the owner of the above described premises and that he executed the foregoing instrument and that his authority was and is for the uses and purposes therein expressed. Witness my hand and seal this 26th day of March 1987.

Mark Sanders, President  
 Sanders Building & Contracting Co., Inc.

Mark Sanders, President  
 Sanders Building & Contracting Co., Inc.

By Commission Expires:

October 29, 1988  
 County of Madison:

Henricks

Approved this 27th day of April 1987.  
 Recording Plan Commission  
 President William E. Smith III

Secretary William E. Smith III

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING  
DAVE MILLER  
 INDIANAPOLIS COUNTY ENGINEER

William E. Smith III  
 Secretary



4. **FENCES, HEDGES AND TREES** - No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines. No trees shall be permitted to remain within said distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

5. **RESIDENTIAL SETBACK REQUIREMENTS:**

- A. In General - Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.
- B. Definitions - "Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.
- C. Front Yards - The front building setback lines shall be as set forth upon this plat or the Development.
- D. Cul-de-Sacs - If a particular lot abuts on a cul-de-sac, the front building setback line shall be as shown on the plat of that lot.
- E. Side Yards - The sum of the side yards shall be at least 20% of the lot width with a minimum width of 8 feet for either side yard.
- F. Rear Yards - The rear setback line shall be at least thirty (30) feet from the rear lot line.

6. **CONTROLLING DOCUMENTATION:** The restrictions contained in this plat are implementation of the Declaration of Covenants, Conditions and Restrictions for Ironwood Lake Subdivision recorded in INDIAN REC. 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

7. **VIOLATION:** These covenants are to run with the land, and shall be binding to all parties and all persons claiming under them. These Plat Restrictions may be changed in whole or in part at any time by vote of those persons who are then the owners of all of the numbered lots in the development.

8. **ENFORCEMENT:** The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the Environmental Committee and the owners of the lots in the subdivision, their heirs, personal representatives, successors and assigns, who are entitled to such relief without being required to show any damage or any loss to the Environmental Committee, any owner or owners, by or through any such violation or attempted violation.

9. **SEVERABILITY:** Every one of the Restrictions is hereby declared to be independent of, or severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 5<sup>th</sup> day of MAY, 1988.

STATE OF INDIANA )  
                          ) SSI  
COUNTY OF MARION )

Sanders Building & Contracting Co., Inc.  
RR #1, Box 343  
Wheaton, IN 46075

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Mark Sanders, President of Sanders Building & Contracting Co., Inc. and acknowledge execution of the above and foregoing certificate as his and their voluntary act and deed for the uses and purposes therein expressed.

Sanders Building & Contracting Co., Inc.

Witness my hand and seal this 5th day of May, 1988.

By: Mark Sanders  
Mark Sanders, President



Thomas L. Smith  
Thomas L. Smith, Notary Public

My Commission Expires:

9-29-91

County of Residence:

Marion

Pursuant to the requirements of Indiana Code 36-2-4 of sec as amended or supplemented and an ordinance adopted by the Common Council of the Town of Brownsburg, Indiana, this plat was given approval by the Town of Brownsburg as follows:

Adopted this 9<sup>th</sup> day of September, 1988.

Brownsburg Plan Commission

President William E. Smith III  
William E. Smith III

Secretary JENNIFER BRIDGES

9-9-88  
William E. Smith III  
JENNIFER BRIDGES

I, the undersigned, hereby certify that to the best of my professional knowledge and belief the attached plat accurately represents a survey made under my supervision on July 1, 1937, of a part of the West Half of the Northwest Quarter of Section 13, Township 16 North, Range 1 East in Hendricks County, Indiana, more particularly described as follows:

Connecting at a point on the East line of the said West Half South 00 degrees 00 minutes 00 seconds bearing 124.26 feet to the Northwest corner thereof, thence South 89 degrees 31 minutes 27 seconds East parallel with the South line of the said West Half 1059.18 feet to the Point of Beginning; thence South 11 degrees 00 minutes 00 seconds West 1331.17 feet to a curve having a radius of 230.00 feet, the radius point of which bears South 11 degrees 00 minutes 00 seconds East 43 minutes 43 seconds West 209.10 feet, thence South 43 degrees 51 minutes 51 seconds East 323.41 feet, thence South 00 degrees 06 minutes 43 seconds West 483.93 feet, thence North 89 degrees 31 minutes 27 seconds East 250 feet, thence South 00 degrees 00 minutes 00 seconds West 130.00 feet, thence South 10 degrees 10 minutes 10 seconds East 123.54 feet to the South line of the said West Half, the radius point of which bears North 00 degrees 00 minutes 00 seconds East 10 minutes 10 seconds East 123.54 feet to the South line of the said West Half, the radius point of which bears North 00 degrees 00 minutes 00 seconds East 10 minutes 10 seconds East 123.54 feet to the South line of the said West Half, thence North 00 degrees 00 minutes 00 seconds East along the East line of the said West Half 1349.22 feet to a point which bears South 07 degrees 31 minutes 27 seconds East from the point of beginning; thence North 89 degrees 31 minutes 27 seconds West parallel with the South line of the said West Half 284.27 feet to the Point of Beginning, containing 10.00 acres, more or less.

This subdivision consists of 22 lots numbered 39 through 60 inclusive. The size of the lots and the width of the streets are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 5<sup>th</sup> day of MAY, 1938.



James E. Barker  
Surveyor  
No. 4028  
State of Indiana

**PLAN RESTRICTIONS**

The undersigned, Sanders Building & Contracting Co., Inc. being the owner of record of the attached described real estate, hereby certify that they do lay out, plat and dedicate the same into lots and streets in accordance with this plat and partition.

This subdivision shall be known and designated as **IRONWOOD LANE - SECTION THREE.**

All streets shown are hereby dedicated to the public for its use.

1. **EXISTING OR TO BE CONSTRUCTED DRAINAGE, SEWER, GAS, WATER, AND PUBLIC UTILITY LINES.** Lots are subject to existing assessments, sewer, gas, water, and utility assessments, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owner, public utility companies and governmental agencies as follows:
  - A. **DRAINAGE DRAINAGE (D.D.)** - The owner of the lot shall be responsible for providing and maintaining a drainage system for the lot, which shall be subject to the provisions of the Drainage Code of the City of Indianapolis, Indiana, and the lot owner shall be responsible for maintaining the drainage system across his own lot. Under no circumstances shall said system be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said streets are subject to construction or reconstruction by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
  - B. **SEWER LINES (S.L.)** - are created for the use of the local governmental agency having jurisdiction over the same and utility assets (pipes, manholes, ducts and other appurtenances) for the purpose of installation and maintenance of sewers that are a part of said system. Each owner of a lot may connect with any public sanitary sewer available.
  - C. **UTILITY ASSESSMENTS (U.A.)** - are created for the use of public utility companies, including cable television companies, for the installation of pipes, manholes, ducts and other appurtenances as for the uses specified in the case of sewer assessments.
  - D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said assessment herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.

2. **RIGHT OF WAY EASEMENTS.** Lots 49, 50 and 51 are subject to right of way (R.O.W.) easements, as shown on the plat and R.O.W. Easement, which are reserved for the use of the Town of Brownsburg for a proposed future street extension under the existing thoroughfare plan of the Town of Brownsburg. At the time the plat is recorded, the R.O.W. Easement shall be dedicated to the public for their use. These R.O.W. easements shall run with the land, and shall be binding on all parties to the plat, and shall not be subject to termination or expiration, and shall remain in full force and effect until the said future street extension is not built within the 10 year time period. The R.O.W. easements shall become null and void if the said future street extension is not built within the 10 year time period.

3. **IMPROVED RIGHT OF WAY.** Lots 49 and 50 shall acquire the public right of way as shown on the R.O.W. Easement. At the time the aforementioned future street extension is built, the said public right of way shall be vacated and shall revert to the respective owners of the lots at the time of reversion.

4. **BUILDING SQUARE FOOTAGE REQUIREMENTS AND HEIGHT.** All lots in this subdivision shall be known and designated as residential lots. No business building shall be erected on any lot in this subdivision, and no other building shall be erected on any lot thereof. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling (with attached garage) not to exceed two and one-half stories in height.

5. **MINIMUM LOT AREA REQUIREMENTS.** The minimum square footage of living space of dwellings constructed on various residential lots in the development, shall be as follows: (a) Lots 39 through 48 shall have a minimum of 10,000 square feet of living space and shall include living area as upper stories. (b) Lots 49 through 51 shall have a minimum of 12,000 square feet of living space and shall include living area as upper stories.

6. **EXTERIOR FINISHES.** The finished exterior of every building constructed or placed on any lot in the development shall be of material other than masonry, stucco or concrete. The exterior of every building shall be finished with a material other than masonry, stucco or concrete. No house shall have white perforated lines that extend above the highest roof line. All driveways must be paved with asphalt or concrete.

Sec 3

6. **FENCES, WALLS, BARRIERS, ETC.** - No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be placed or permitted to remain on any corner lot with the triangular areas formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines. No trees shall be permitted to remain within said distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7. **RESIDENTIAL SETBACK REQUIREMENTS.**

- A. In General - Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.
- B. Definitions - "Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is furthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.
- C. Front Yards - The front building setback lines shall be as set forth upon this plat of the Development.
- D. Out-Of-Sets - If a particular lot abuts on a cul-de-sac, the front building setback line shall be as shown on the plat of that lot.
- E. Side Yards - The set of the side yards shall be at least 20% of the lot width with a minimum width of 6 feet for either side yard.
- F. Rear Yards - The rear setback line shall be at least thirty (30) feet from the "rear" lot line.

8. **CONVEYING DOCUMENTATION.** The restrictions contained in this plat are implementation of the Declaration of Covenants, Conditions and Restrictions for Greenwood Lake Subdivision recorded in Mad. Co. 20-20-100-100 in the Office of the Recorder of Hendricks County, Indiana. In the event of a discrepancy between Plat Restrictions and the Declarations, then the Declarations shall control.

9. **NOTATION:** These covenants are to run with the land and shall be binding to all parties and all persons claiming under them, these Plat Restrictions may be changed in whole or in part at any time by vote of those persons who are then the owners of all of the numbered lots in the development.

10. **ENFORCEMENT.** The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal of any structure or other improvement which is in violation of any one of the restrictions, shall be enforceable by the Environmental Committee, any owner or owners, by or through any such violation or attempted violation.

11. **SEVERABILITY.** Every one of the Restrictions is hereby declared to be independent of, or severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 5<sup>th</sup> day of MAY, 1988.

STATE OF INDIANA )  
COUNTY OF MADISON ) SS:  
Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Mark Sanders, President of Sanders Building & Contracting Co., Inc. and acknowledge execution of the above and foregoing certificate as his and their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and seal this 5th day of May, 1988.

By Commission Expires: 9-29-91  
County of Residents: MADISON

By: Mark Sanders, President  
Address: Buildings & Contracting Co., Inc.

Adopted this 5th day of September, 1988.  
Brennsburg Plan Commission

President: William E. Smith III  
Secretary: Jeanette Brinkley

THIS PLAN HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING  
DATE: 9-29-88  
William E. Smith III  
HENDRICKS COUNTY ENGINEER

By: William E. Smith III  
Hendricks County Engineer

By: Mark Sanders, President  
Sanders Building & Contracting Co., Inc.  
Hendricks County Engineer

This instrument prepared by James E. Gaskin, President of April's Copy, Inc.

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