

**LAKEWOOD
SECTION**

July 17 1977
MAY JANE WILSON
JURORIAL RECORDS SECTION

litter, trash, garbage, or other waste material which shall not be kept, except in sanitary containers.

It shall be the duty of the owner of such lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developers may take such action as they deem appropriate in order to make the lot neat and attractive and the lot Owner shall upon demand reimburse Developers for the expense incurred in so doing.

Until such time as a sanitary sewerage system is installed in this subdivision, sanitary septic tank with adequate absorption bed or dry well shall be installed for each dwelling erected. Such septic tank, absorption bed and/or dry well shall be of such type and construction and so located on the lot as to be approved in writing by the proper Public Health Authority and the Architectural Control Committee. No other sanitary project or device for sewer disposal shall be permitted or used in this subdivision unless prior written approval is obtained from said Committee and the same is approved by the proper regulatory authority. Such septic tank absorption bed and/or dry well shall be designed and constructed so that in no event will any effluent drain or seep into the Lake and Water Course.

The lot lines of all lots having frontage on the lake shall terminate at the water's edge, subject to the lake maintenance, dam maintenance, utility and drainage easements, and shall automatically extend and recede to the water elevation.

If necessary, seawalls may be constructed ^{and maintained} along the water's edge, at the individual lot owner's expense, and shall be approved in writing, both as to location and design, by the Architectural Control Committee.

No pier, dock or other structure may be constructed in such a manner that any portion thereof extends more than ten (10) feet from the shore into the lake and in no event shall any dock, pier or other structure be erected that does not conform to the specifications of the Architectural Control Committee.

No motorized or self propelled boat may be used, propelled, driven, floated or pulled upon the lake. Boats which may be used upon the lake are hereby limited to only row boats and sail boats and no boat shall be in excess of fifteen (15) feet in length.

The Developers retain the ownership of the common properties and reserve the right to place of record an instrument entitled "Declaration of Covenants and Restrictions." Such Declaration of Covenants and Restrictions shall contain such terms, conditions and provisions as are deemed advisable by Developers for the development and preservation of the real estate herein described. Such Declaration of Covenants and Restrictions may at the option of Developers provide for, among other things, the following:

(a) The formation of a not-for-profit corporation to which corporation Developers shall have the option of conveying all or part of the common properties.

(b) The reservation of the common property shown in this plat for the common use and enjoyment by the Owners of the lots identified as 26 through 30 inclusive of LAKEWOOD ESTATES ~~Section One~~ ^{Section One} lots which abut the ~~northern~~ ^{northern} shore of the lake and which may be included in a future development which north lots shall have the same rights to LAKEWOOD ESTATES CORPORATION and to the common properties as lots ~~11~~ ¹¹ through ~~25~~ ²⁵ inclusive of LAKEWOOD ESTATES ~~Section One~~ ^{Section One} which real estate may be described in such Declaration of Covenants and Restrictions, or which Declaration of Covenants and Restrictions may provide for methods of subjecting other real estate to the terms thereof or enabling other real estate to have the benefits of such common properties and said corporation.

It shall be the duty and responsibility of each landowner in this addition to maintain any drainage swale which is shown on the development plan contiguous to or on his property, said development plan being approved by the Hendricks County Plan Commission and so filed with said body. Maintenance shall include both the maintenance of the elevations shown on the development plan (as originally constructed) and also preservation of the hydraulic characteristic of the ditch, by removal of all trash and debris and/or anything that would in any way restrict the flow of water in said swale. The word "swale" shall apply to any ditch or channel constructed to provide a drainage waterway.

Any person or persons acquiring title to any portion of the real estate in this subdivision shall take the same subject to all of the terms, provisions, covenants, and restrictions herein contained and those contained in any Declaration of Covenants and Restrictions placed of record in Hendricks County, Indiana, by Developers prior to the acquisition of title by such person and subject to any amendments or any supplements to any such Declaration of Covenants and Restrictions heretofore or hereafter made pursuant to the terms of such Declaration of Covenants and Restrictions.

ESTATES

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THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING
DATE 7-21-87 BY CLARENCE B. BROWN JR.
HENDRICKS COUNTY CLERK

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If the parties hereto, or any of them, their heirs or assigns shall violate or attempt to violate any of the covenants, restrictions, provisions, terms or conditions herein, it shall be lawful for any person, owning real estate in this subdivision, to prosecute any proceeding at law or in equity against any person violating or attempting to violate any such covenants and to recover damages or other remedies for such violation.

The restrictions, covenants and provisions set forth herein shall run with the land and shall remain in full force and effect until January 1, 1988, at which time said covenants shall automatically be extended for successive periods of ten (10) years unless by vote of a majority of the then owners of said lots in this subdivision it is agreed to change said covenants in whole or in part.

The invalidity of any of the foregoing covenants, restrictions, provisions, terms or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Witness our signatures this 23RD day of JUNE, 1987

Haskell W. Prock
Haskell W. Prock

Nancy A. Prock
Nancy A. Prock - husband and wife

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Haskell W. Prock and Nancy A. Prock, husband and wife

acknowledged the foregoing instrument as their voluntary act and deed for the uses and purposes therein described and expressed, and affixed their signatures thereto.

WITNESS MY HAND and Notarial Seal this 23RD day of JUNE, 1987



Richard W. Herrin
Notary Public
Richard W. Herrin
HENDRICKS COUNTY, INDIANA

My Commission Expires:

March 29, 1990

Under the authority provided by Chapters 283-Acts of 1935 enacted by the General Assembly of the State of Indiana and ordinances adopted by the Board of County Commissioners of the County of Hendricks, Indiana. This plat was given of the County of Hendricks as follows:

approved by County Plat Commission at a meeting held January 13, 1986

Arvin L. Lumban
President

Michael E. Gubon
Secretary

This instrument prepared by Alvin H. Wolfe this _____ day of _____

LAKEWOOD SECTION

I, the undersigned, being a duly Registered Land Surveyor in the State of Indiana, hereby certify that the within plat represents a subdivision of Part of the Northwest Quarter and Part of the Southwest Quarter of Section 5, Township 14 North, Range 1 East in Hendricks County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of Section 5, Township 14 North, Range 1 East; thence North 00 degrees 23 minutes 20 seconds West (assumed bearing) on and along the West line of said Northwest Quarter 665.00 feet; thence South 83 degrees 53 minutes 21 seconds East 593.84 feet; thence South 85 degrees 34 minutes 22 seconds East 582.31 feet; thence South 25 degrees 53 minutes 39 seconds East 609.48 feet to the South line of said Northwest Quarter; thence North 89 degrees 39 minutes 31 seconds East on and along said South line 162.82 feet; thence South 00 degrees 01 minutes 53 seconds West 362.30 feet to the Northeast corner of Lakewood Estates, Section One, recorded April 29, 1977, in Book 9, pages 92-94, in the Office of the Recorder of Hendricks County, Indiana; (the next five (5) courses and distances being on and along the northern boundary of said Section One); thence North 89 degrees 58 minutes 07 seconds West 125.00 feet; thence South 09 degrees 39 minutes 38 seconds West 167.90 feet; thence North 81 degrees 21 minutes 20 seconds West 681.03 feet; thence North 55 degrees 03 minutes 47 seconds West 728.01 feet to the North line of the Southwest Quarter of Section 5, Township 14 North, Range 1 East; thence South 89 degrees 39 minutes 31 seconds West, ~~172.00 feet~~ said North line to the place of beginning, containing 29.387 acres, more or less. Subject to all legal easements and rights-of-way.

EXCEPT: A graveyard referred to and deeded to Albert B. Davis et al, Trustees, in a deed dated November 16, 1912, and recorded in Book 112, page 87, in the Office of the Recorder of Hendricks County, said graveyard being a parcel 36 feet by 28 feet.

This subdivision consists of 27 lots and Block A, numbered from 25 through 51, both inclusive, with streets as shown hereon. The size of lots and width of streets are as follows: ~~containing~~ feet: on decimal parts thereof.

Witness my signature this 8th day of January, 19 80


Allan H. Weine, Reg. L.S. - Indiana #10398



The undersigned, Marshal W. Prock and Nancy A. Prock, husband and wife;

Being the owners of record of the subject real estate, (hereinafter called Developers), do hereby layoff, plat and subdivide into lots and streets said real estate in accordance with the within plat. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained and described in said plat.

This subdivision shall be known and designated as "LAKEWOOD ESTATES", ~~Section One, a subdivision in Hendricks County, Indiana.~~

All streets shown and not heretofore dedicated are hereby dedicated to the public for its use.

There are strips of ground as shown on the within plat marked "Drainage Easement" (D. ESMT.), "Utility Easement" (U. ESMT.), and "Lake Maintenance Easement" (LAKE MAINT. ESMT.) either separate or in any combinations which are reserved for the use of the public utility companies, governmental agencies and Owners in the addition and a not-for-profit corporation to be formed and to be known as LAKEWOOD ESTATES CORPORATION which shall hold and own the Dam and the Lake (Block A), as follows:

(a) "Utility Easements" (U. ESMT.) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires and also all rights and uses specified for sewer easements as hereinafter designated:

(b) "Drainage Easements" (D. ESMT.) are created to provide paths and course for area and local storm and service water drainage, either overland or in adequate underground conduit, to serve the needs of this and adjoining ground and/or the public drainage system:

(c) "Dam Maintenance Easement" (DAM MAINT. ESMT.) is created for LAKEWOOD ESTATES CORPORATION, for the use and benefit of its members for the maintenance and operation of the Dam, the Lake and Water Course.

(d) "Lake Maintenance Easement" (LAKE MAINT. ESMT.) is created for LAKEWOOD ESTATES CORPORATION, for the use of its members for the maintenance and operation of the Lake and Water Course.

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Orwin L. Lush
President

Michael E. Graham
Secretary

The Owners of all lots in this addition will take subject to the rights of the public utilities, governmental agencies and the rights of other Owners in the addition to said Utility Easements and Drainage Easements herein granted for ingress or egress, in, along and through the strips of ground for the purposes herein stated. In addition to the foregoing, the Owners of lots numbered through inclusive will take title subject to the rights of LAKEWOOD ESTATES CORPORATION and the members of said Corporation to said Dam Maintenance Easement and Lake Maintenance Easement herein granted for ingress and egress, in, along and through the strips of ground for the purposes herein stated. No permanent or other structures shall be erected or maintained upon said easements, including fences or temporary structures of any kind.

All lots in this subdivision are reserved for residential use and no buildings, other than a one family residence or structure or facility accessory in use thereto, shall be erected thereon. Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building has been approved as to the conformity and harmony of external design and existing structures herein and as to the building with respect to topography and finished ground elevation, by the Architectural Control Committee composed of Haskel W. Prock and Nancy A. Prock, or by their duly authorized representatives. In the event of the death or resignation of either member of said committee, the remaining member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the Committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the lot owner may proceed with the building according to the plans as submitted. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than three thousand seven hundred (3700) square feet in the case of a one story structure, nor less than two thousand (2000) square feet in the case of a multi-story structure, provided no structure of more than one story shall have less than an aggregate of fifteen hundred (1500) square feet of finished and liveable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size. No structure in this subdivision shall exceed two and one-half (2 1/2) stories or twenty-five (25) feet in height measured from finished grade level to the under side of the eave line, and no structure other than an open porch shall be erected between the building line, as designated on the plat, and the property line of the street.

No building, structure or accessory building shall be erected closer to the side of any lot than ten (10) feet, however, any proposed construction closer than fifteen (15) feet to the side of any lot must be approved by the Architectural Control Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side of the extreme boundaries of the multiple lots.

The rear setback line shall be not less than twenty (20) feet from the rear property line.

Building lines on the plat measured in feet from the street property line are hereby established between which line and the street property line there shall be erected or maintained no building structure of any kind or part thereof.

No fences shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the within plat, except with approval of the Architectural Control Committee, which fences shall not exceed forty-two (42) inches in height.

No trailer, tent shack, attached shed, basement, garage, or temporary building shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed, or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architectural and appearance of such residence.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

No lot in this subdivision shall be used or maintained as a dumping ground for