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RECEIVED FOR RECORD  
JOHNSON COUNTY RECORDER  
JEAN HARMON

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**LOIS LAKE COVENANTS**

The undersigned, Allen Lakin, Nita Lakin, John Girdley, Lisa Girdley, Bruce Kreiger and Criss Kreiger owners of the real estate described herein, hereby establish the following covenants and restrictions:

The following covenants and restrictions shall apply to all properties that have water frontage on Lois Lake. The attached "Exhibit A" contains the legal description for these properties. These covenants are to run until January 1, 2010, at which time said covenants and restrictions shall automatically extend for successive ten year periods, unless by a majority vote of the then current lot owners, it is agreed to change such covenants and restrictions in whole or in part, however, such changes must comply with all State, County and Local Regulations.

Invalidation of any of the foregoing covenants and restrictions by judgment or Court order shall in no way affect the remaining portions not so affected.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved for the lot owners that own water frontage and to their heirs and assigns.

**General Rules and Regulations**

1. No lot shall be used except for residential purposes and no building shall be erected, altered or placed on any lot other than one, single family dwelling not to exceed two stories in height, a private garage and one accessory building.
2. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1700 square feet for a one story dwelling or 1200 square feet for a two story dwelling.
3. All homes are to be "Custom Built" on site. No manufactured or modular homes will be allowed.
4. No structure of temporary character, trailer, basement, tent, garage, barn or other accommodations shall be used on any lot at any time as a residence, either temporarily or permanently.

5. No animals, livestock or poultry shall be raised on any lot for commercial purposes.
6. No noxious or offensive activity shall persist, nor shall anything be done which may be or may become an annoyance to the neighborhood.
7. All septic systems will be in strict compliance with all State, County and Local Regulations and be approved by the Johnson County Health Department.
8. All natural drainage shall remain unchanged.
9. During construction or during any activity that removes ground cover around the lake, appropriate measures shall be taken to prevent silt from entering the lake. These measures shall include straw bales and/or silt fence.
10. All property owners shall share, pro-rata, in the expense of performing routine maintenance (with the exception of mowing) and repair of the Dam and Spillway areas. They shall also grant access for any required Dam or Spillway maintenance and repair. Mowing will be the responsibility of each individual landowner.
11. The lake may be used by any lot owner, regardless of the ownership of the lake in that area. This is intended to apply to boating, swimming, fishing and ice skating.
12. No platted lot shall be subdivided for the purpose of accommodating additional structures or families, unless the portions resulting from the subdivision are used to enlarge contiguous lots.
13. Use of the lake shall be limited to the lot owner, immediate family members, or friends when accompanied by said lot owner or a member of the immediate family.
14. The only mechanical power permitted for use on the lake is an electric trolling motor.
15. No boats or fishing rights to the lake will be sold, rented or leased.
16. It is recognized by all that a catch and release policy for fishing is to be encouraged. Over harvesting of certain species must be minimized. Please keep only enough for a few meals yearly.

**Board of Directors**

1. There shall be a maximum of six (6) lots with Lake Rights and Ownership.
2. Each lot owner is a board member and shall have one (1) vote for each lot owned.
3. Meetings will be annually on the first Saturday of March. The meetings will be held locally and at a time agreeable to all Directors. Special meetings may be requested by a majority of Directors.
4. For conducting business, the agreement by the majority of Directors will be binding on all lot owners.
5. The Board of Directors of Lois Lake shall have full power to levy assessments to provide funds for the payment of maintenance and improvement of the lake, dam and spillway.
6. The Board of Directors can, by a majority vote, establish positions such as President, Vice President, Secretary and Treasurer.
7. There shall be no compensation paid to any Director.
8. The Board of Directors, by an unanimous vote, can add additional covenants and delete existing covenants with the exception of item 10 under General Rules and Regulations.

EXHIBIT A

LEGAL DESCRIPTION OF LOIS LAKE PROPERTIES

Part of the East Half of the Southeast Quarter of Section 22, Township 11 North, Range 3 East and part of the Northeast Quarter of the Northeast Quarter of Section 27, Township 11 North, Range 3 East of the Second Principal Meridian located in Hensley Township of Johnson County, Indiana, described as follows:

BEGINNING at the Southeast Corner of the Southeast Quarter of Section 22, T 11 N, R 3 E, thence North 00 degrees 31 minutes 01 seconds East, Assumed Bearing along the east line of said quarter section, 190.74 feet to the south line of a tract heretofore conveyed to John and Lillian Hacker in Deed Record 202, page 238; thence North 89 degrees 28 minutes 59 seconds West, at right angles to said east line, 214.50 feet; thence North 00 degrees 31 minutes 01 seconds East, along the west line of said tract and parallel with said east line, 412.5; thence South 89 degrees 28 minutes 59 seconds East, along the north line of said tract, 214.5 feet to the said east line; thence North 00 degrees 31 minutes 01 seconds East, along the east line of said quarter section, 1159.27 feet to the centerline of a County Road running Northeast and Southwest; thence South 65 degrees 53 minutes 51 seconds West, along the centerline of said road. 1096.385 feet, to a Railroad Spike; thence South 00 degrees 31 minutes 01 seconds West, parallel with the east line of said quarter section, 1424.44 feet to the north line of a tract heretofore conveyed lying in the N.E. 1/4 of the N.E. 1/4 of Section 27, T 11 N, R 3 E; thence North 90 degrees 00 minutes 00 seconds East, along the north line of said tract, 995.44 feet to the east line of said 1/4- 1/4; thence North 01 degrees 12 minutes 14 seconds East, along the east line of said N.E. 1/4 of N.E. 1/4 of Section 27, 109.70 feet to the point of beginning, excepting Lots 1 and 3 of Hemeier Minor Subdivision, containing 30 acres more or less.

Subject however, to the rights of way for the County Roads 400 West and 700 South and any and all other rights of way and easements of record.

The above legal description includes Lot 2 in Hemeier Minor Subdivision, an addition to Hensley Township in Johnson County Indiana as per plat thereof recorded in Plat Cabinet "C", page 637, in the office of the Recorder of Johnson County, IN.

In Witness Whereof, the individuals listed below has caused the execution of the foregoing restrictive covenants on this 12 day of June, 1998.

Allen Lakin  
Allen Lakin  
John Girdley  
John Girdley

Nita Lakin  
Nita Lakin  
Lisa Girdley  
Lisa Girdley

Bruce Kreiger  
Bruce Kreiger

Criss Kreiger  
Criss Kreiger

STATE OF INDIANA )  
  )SS:  
COUNTY OF MARION )

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 12 day of June, 1998.

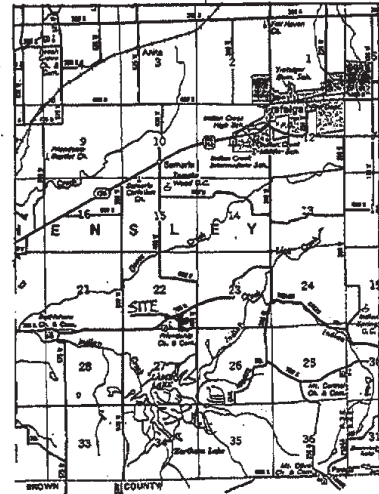
Prepared by: Scott Weathers

Clide G. Hunter  
SIGNATURE  
Clide G. Hunter  
PRINTED  
Notary Public  
County of Residence Boone

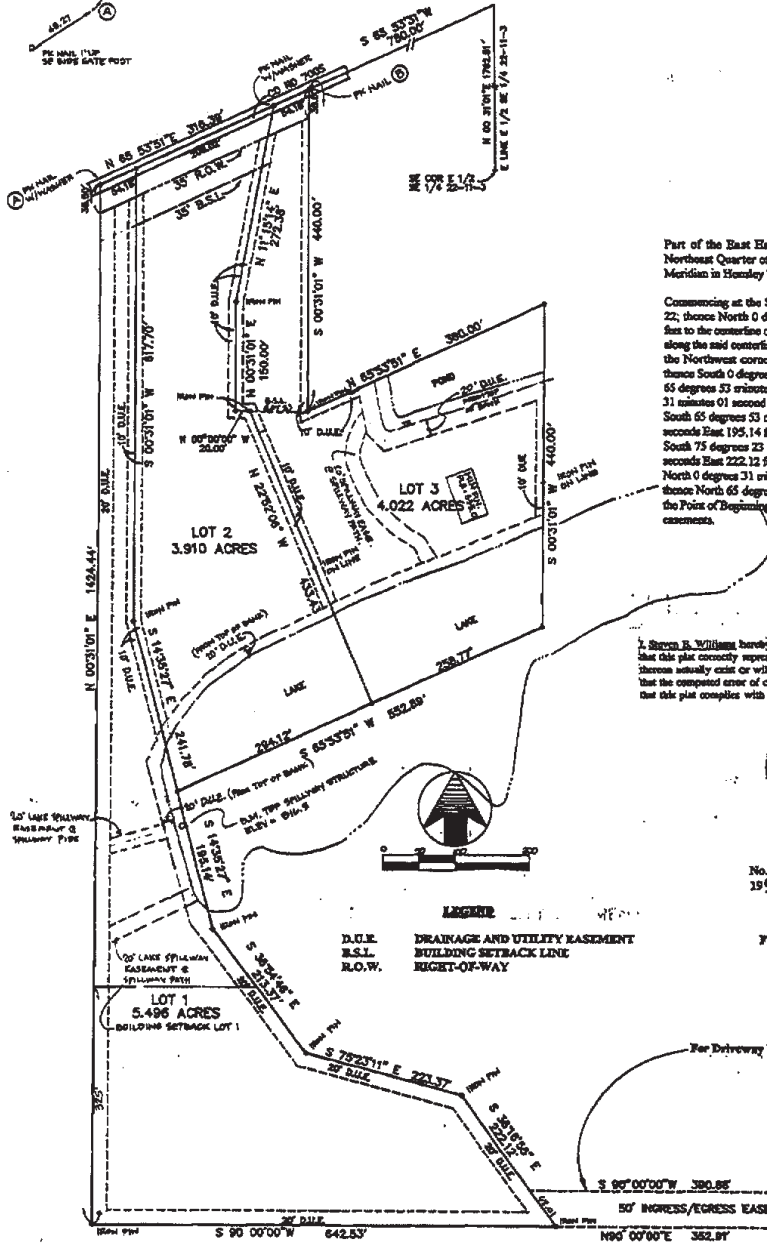
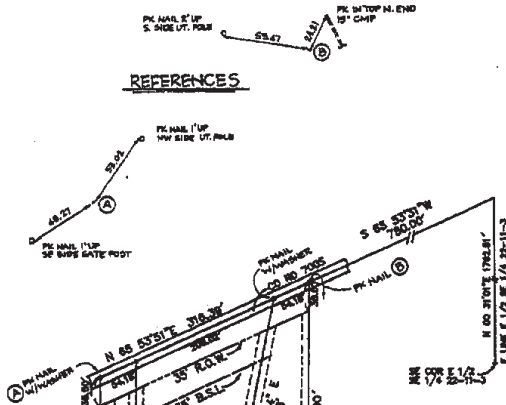
My Commission Expires:  
August 8, 2000

# LOIS LAKE MINOR-SUBDIVISION

HENSLEY TWP. SEC. 22-11-3 & 27-11-3  
MINOR SUBDIVISION NO. M-32-97



### REFERENCES



### LEGAL DESCRIPTION

Part of the East Half of the Southeast Quarter of Section 22 and part of the East Half of the Northeast Quarter of Section 27, all in Township 11 North, Range 3 East of the Second Principal Meridian in Hensley Township, Johnson County, Indiana, described as follows:

Commencing at the Southeast corner of the East Half of the Southeast Quarter of the said Section 22; thence North 0 degrees 31 minutes 01 second East on and along the East line thereof 1762.51 feet to the cornerline of a County Road; thence South 65 degrees 53 minutes 51 seconds West on and along the said cornerline 780.00 feet to the Point of Beginning of this described tract, said point being the Northwest corner of Hensley Minor Subdivision as recorded in Plat Cabinet "C", Page 637; thence South 0 degrees 31 minutes 01 second West along said subdivision 440.00 feet; thence North 65 degrees 53 minutes 51 seconds East along said subdivision 360.00 feet; thence South 0 degrees 31 minutes 01 second West along said subdivision 440.00 feet to a Southwest corner thereof; thence South 65 degrees 53 minutes 51 seconds West 552.89 feet; thence South 14 degrees 35 minutes 27 seconds East 195.14 feet; thence South 36 degrees 34 minutes 46 seconds East 213.37 feet; thence South 75 degrees 23 minutes 11 seconds East 223.37 feet; thence South 36 degrees 16 minutes 55 seconds East 222.12 feet; thence South 90 degrees 00 minutes 00 seconds West 642.53 feet; thence North 0 degrees 31 minutes 01 second East 1424.44 feet to the cornerline of the said County Road; thence North 65 degrees 53 minutes 51 seconds East on and along the said cornerline 316.39 feet to the Point of Beginning, containing 13.428 acres, more or less, subject to all legal rights-of-way and easements.

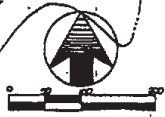
### LAND SURVEYOR'S CERTIFICATE

I, Steven B. Williams hereby certify that I am a Registered Professional Land Surveyor in the State of Indiana; that this plat correctly represents a survey completed by me on 7-10-98; that all measurements shown thereon actually exist or will be set, and that their location, size, type and material are accurately shown; and that the computed error of closure of the boundary survey is not more than one foot in ten thousand feet; and that this plat complies with provisions of the Subdivision Ordinance.



*Steven B. Williams*  
Steven B. Williams  
Registered Land Surveyor No. 50390  
Date: 7-10-98

RECEIVED FOR RECORD this 21<sup>st</sup> day of August 1998 at 11:35 A.M. and Recorded in Plat Book 12, Page 144A-B



### LEGEND

- D.U.E. DRAINAGE AND UTILITY EASEMENT
- B.S.L. BUILDING SETBACK LINE
- R.O.W. RIGHT-OF-WAY

For Restrictive Covenants, see Instrument Number 98018513.

For Driveway Maintenance Agreement, see Instrument Number 981623615.

# LOIS LAKE MINOR-SUBDIVISION

HENSLEY TWP. SEC. 22-11-3 & 27-11-3  
MINOR SUBDIVISION NO. M-32-97

B-111-B

### DEDICATION CERTIFICATE

We, the undersigned, owners of real estate shown and described herein do hereby lay off, plat and subdivide said real estate in accordance with the plat herein.

This subdivision shall be known and designated as LOIS LAKE MINOR SUBDIVISION as addition to HENSLEY TWP. SEC. 22-11-3 & 27-11-3, Johnson County, State of Indiana. All streets, alleys and public open spaces shown and set hereon are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be erected or maintained no building or structure.

Reasons for installation and maintenance of utilities and drainage facilities are set forth as shown on the recorded plat. While these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in easements. The natural area of each lot and all improvements thereon shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

Drainage ditches along all roads and streets shall be preserved and kept unobstructed so long as roadway is not curbed, each driveway over a drainage ditch shall be provided with a drainage structure with size, materials, length, location and grade approved by the Johnson County Highway Department.

Any field tile or underground drain which is encountered in construction of any improvements within this Subdivision shall be perpetuated, and all owners of lots in this Subdivision and their successors shall comply with the Indiana Drainage Code of 1966, and all amendments therein.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2015, at which time said covenants and restrictions shall be automatically extended for successive ten year periods, unless by a majority vote of the then current owners of the sites, it is agreed to change such covenants and restrictions in whole or part.

Invalidation of any of the foregoing covenants and restrictions by judgment or court order shall in no way affect remaining portions not so affected.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or just cause not erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness our hands and seals this 20<sup>th</sup> day of July, 1998

Bruce K. Kraeger Christi A. Kraeger  
BRUCE K. KRAEGER CHRISTI A. KRAEGER

State of Indiana  
County of Johnson

Before me, the undersigned Notary Public, in and for Johnson County, Indiana, personally appeared Bruce K. Kraeger and Christi A. Kraeger, and each separately and severally acknowledged execution of the foregoing instrument as his/her voluntary act and deed, for the purpose expressed herein.

Witness my hand and seal this 20<sup>th</sup> day of July, 1998

Notary Public Shanda W. Cobb  
Shanda W. Cobb  
Residing in Johnson County  
My Commission Expires April 25, 1999



For Restrictive Covenants, see Instrument Number 98018515.

### GENERAL NOTES TO ALL INTERESTED PARTIES

APPROVAL of this plat does not in any way relieve the Owner or Successor in Title of any previous existing legal encumbrances, agreements, or right-of-way or other surrounding interest affecting said property, nor does its approval guarantee the Owner or Successor in Title of any construction permit. The Johnson County Board of Commissioners DO NOT enforce Subdivision Covenants.

Plat Prepared By:  
FRANKLIN ENGINEERING COMPANY  
151 West Jefferson Street  
Franklin, Indiana 46151

Approval of this plat does not guarantee the availability of a septic system installation permit. Specific building plans will be evaluated on an individual basis prior to permit issuance. Approved by the Johnson County Health Department in accordance with the Subdivisions Control Ordinance.

Recommended for Approval Jeffrey A. Colvin  
Jeffrey A. Colvin, Planning Director

### CERTIFICATE OF APPROVAL

After having given public notice of these, place and nature of hearing on the application for primary approval of this Subdivision by the publication in THE DAILY JOURNAL more than ten days before the date of hearing, under authority provided by Chapter 138, Acts of 1957, enacted by the Indiana General Assembly, and all non-supplemental and supplementary laws, this plat gives primary approval by a majority of the members of the Johnson County Planning Commission at a meeting held on 20<sup>th</sup> day of July, 1998.

Approved by the Johnson County Planning Commission:

By: Robert Enders Chairman By: Rick Chene Rick Chene, Secretary

Under authority provided by Chapter 47, Acts of 1951, the General Assembly, State of Indiana, this plat was given approval by the Board of County Commissioners of Johnson County, Indiana, at a meeting held on the 20<sup>th</sup> day of July, 1998.

Alfred T. Chappel Joseph E. Dabhart William F. Walker  
Alfred T. Chappel Joseph E. Dabhart William F. Walker

APPROVED by the Johnson County Drainage Board this 6<sup>th</sup> day of January, 1998

ENTERED FOR TAXATION this 21<sup>st</sup> day of August, 1998

Deborah A. Shuster  
Deborah A. Shuster, Auditor  
Johnson County, Indiana

No. 98023726 RECEIVED FOR RECORD this 21<sup>st</sup> day of AUGUST, 1998 at 8:58 A.M.  
and recorded in Plat Book 22, Page 144A3 B

Dee Harmon  
Dee Harmon, Recorder  
Johnson County, Indiana

COPY RECEIVED BY County Assessor

Maile A. Hask  
Maile A. Hask