

CONTRACT AGREEMENT BETWEEN EVERETT SMITH AND THE OWNERS OF TEAL LAKE AND MR. AND MRS. DANIAL NEEL, OWNERS OF PROPERTY ON THE WEST SIDE AND ADJACENT TO TEAL LAKE IN THE TOWN OF COATESVILLE INDIANA.

The following items shall be binding between the parties listed above, and shall take effect as of the date of this contract shown below:

1. That the limits of Teal Lake at normal water level will always be at least 50 feet from the Neal home. (the building or residence)
2. That Everett Smith, His Engineer and His Contractor have a right to enter upon and work on the Neel Property during the construction period when the earth is being placed on the Neel Property, and shall be held harmless during such operation.
3. That earth will be placed on the Neel backyard by Everett Smith's contractor with an approximate three foot bank from the lake (at normal water level) up onto the Neel Property at a 3:1 slope. the earth fill will then be placed from the top of said bank up to the hill where the Neal's house sets. This slope will be approximately 10:1 until it intersects with the rise at around the house. The Contractor will also install 8" to 12" of top soil over the fill on the Neel lot and on the Parcel North of the Neel lot.
4. That the Neal's, their successors or any other owner of the property in Question will always have access to the lake and will be able to use the lake as any other property owner in the Teal Lake addition as long as they agree to abide by the lake rules.
5. That the property North of the Neel property (approximately 0.2 acres) (that property on the East side of North Milton Street between the Neel property and the bridge. will be sold by Everett Smith to the Neel's for an amount of \$ 2,500. This transaction must take place within six months of the date of this contract or the agreement of purchase will become null and void. This transfer of property will take place upon the Neel's discretion within the six months. The Neels will pay for the cost of the survey and all closing costs (approximately \$400.00)
6. That if the Neel's want rip rap along the bank at the water edge; it will be to their account to furnish and install such rip rap.
7. That the Neels must abide by the Lake Rules as set forth by the Teal Lake Association when it is established, and they will be a member of such Association with a one lot vote. And that they will have all Lake Rights as a member of the Lake Association and that they are eligible to hold office in such Association if so elected. The Neels and their Successors shall not be bound by the Property Covenants of the Lake Association of Teal Lake, but shall be bound by the Lake Rules. When the lake rules are established the Neels can option to become a member or can reject membership and forfeit all lake rights. Until the Lake Association is established the following rules will pertain to the Neels:
 - a: Small electric trolling motors or paddle boats may be used on the lake
 - b: Nothing will be done to pollute the lake.
 - c: Swimming, boating or any activity on the lake will be done at your own risk, Everett Smith or his successors shall not be held liable
8. The Neels may build a boat dock, but the permanent anchor system must be on the Neel property. No secured part of the dock shall be

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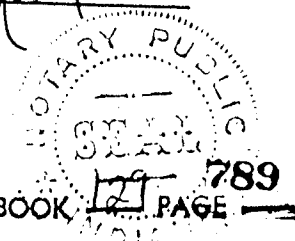
Lake Owner Everett Smith
Everett Smith

Lot Owners Daniel Neel
Judith Neel
Daniel Neel
Judith Neel

Contract Date March 14, 1992
Witness Louis E. Guad

Attest Max F. Collier
Max F. Collier Notary Public

My commission expires Sept 21, 1993



4300

**RESTRICTIVE COVENANTS FOR LOTS 1-18 and 26-73
IN TEAL LAKE ESTATES**

THE UNDERSIGNED, Everett Smith and Glenda Smith, husband and wife, as Owners and Developer of "Teal Lake Estates", located in Clay Township, Hendricks County, Indiana, do hereby restrict and covenant the lots and other area within the boundaries in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions and covenants which shall apply in their entirety to all of said subdivision:

1. **Definitions.**

A. "Committee" shall mean the Architectural and Environmental Control Committee composed of Everett Smith and Glenda Smith or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner as hereinafter defined.

B. "Owner" shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

C. "Association" shall mean the Teal Lake Estates Property Owners Association as created by the Developer.

D. "Lot" shall mean any numbered parcel of real estate shown and identified as a lot on the Plat.

E. "Developer" shall mean Everett Smith and Glenda Smith or their assigns.

F. "Plat or Plats" shall mean the subdivision plat or plats for Teal Lake Estates.

G. "Development" shall mean and refer to the residential development known as Teal Lake Estates, which now exists or may hereafter be created within the real estate described on attached Exhibit "A" as and being the same as shall be subdivided by plat or plats.

H. "Development Period" shall mean and refer to the period of time during which Developer owns any one (1) lot within the Development.

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I. "Easements" shall mean and refer to certain "Drainage Easements", "Utility Easements" and "Landscaping Easements", which are referenced on the Plat.

J. "Lake Areas" and "Common Areas" shall mean those areas on the plat or plats marked as such or those areas other than lots. The Lake Areas and Common Areas are hereby created and reserved:

1. solely for the common visual and aesthetic enjoyment of the Owners.
2. for the use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways and nature areas, if any;
3. for the use as retention and detention ponds or lakes, entryways and nature areas, if any; and,
4. for the use of the Association for the management and control of retention and detention ponds or lakes, entryways and nature parklands and the installation, maintenance and repair of improvements thereto.

These areas shall be governed by the Teal Lake Estates Property Owners Association and shall be accepted by such at such time as deemed necessary by Developer.

2. Land and Building Type. No lot shall be used except for residential purposes, nor shall any lot be subdivided. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed three (3) stories in height and a private attached garage for not more than four (4) cars but not less than two (2) cars. In the event the purchaser should buy two (2) lots with the purpose of building one single family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two (2) said lots.

3. Dwelling Size. The ground floor area of the main structure, exclusive of one story porches and garages, shall not be less than 1500 square feet in the case of a one story structure; the ground floor of a multi story structure, exclusive of porches and garages, shall be not less than 1000 square feet, with no less than 1800 square feet of finished floor area in such multiple story structure.

4. Quality of Building Construction. All homes in the subdivision shall be constructed on the site using conventional construction techniques at the time of said construction. No unusual types of materials may be used for building purposes. Material for construction such as cinder blocks, cement concrete blocks, volcanic ash blocks, slab blocks and tile must be

covered with brick or stone veneer above ground. Complete exterior with brick or stone does not require approval by the Architectural Control Committee. In the event the exterior is partially brick or stone, then the Architectural Control Committee shall determine the type and amount of brick or stone on the exterior of the improvements. In no event shall aluminum or vinyl siding or similar material be used to cover any portion of the exterior elevation.

5. Drainage and Utility Easements. The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities, not including transportation companies, for installation and maintenance of poles, mains, ducts, lines and wires and subject at all times to the proper authorities and to the easements herein granted and reserved. The drainage easements may be used by the proper authorities including the Hendricks County Ditch Board or by any of the several owners of this subdivision or any other sections of this subdivision for the installation and the maintenances of either surface or subsurface drainage. To accomplish said drainage, the existing grade of said easements may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage swales. This covenant hereby grants the Hendricks County Ditch Board the authority to accept all drainage and utility easements for the purposes of establishing legal drain.

6. Businesses. No mercantile building shall be erected, built or placed on the said described real estate, nor any business of any nature be carried on in a manufacturing, wholesaling, or retailing, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

7. Temporary Structures. No structure of a temporary character, mobile home, basement, tent, shed, garage, barn or other outbuilding shall be used upon any lot at any time as a residence, either temporarily or permanently. All dwellings must be fully completed upon the exterior before being occupied.

8. Architectural Design. No building, wall, fence, or other structure shall be constructed, erected, placed or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by, the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) business days after such plans and specifications have been submitted to it, such plans shall be deemed approved and the provisions of this Covenant satisfied.

9. Covenants for maintenance assessments for lots contiguous to one of the lakes.

A. Creation of the Lien and Personal Obligation of Assessments for Maintenance of the Lakes. The Developer, being the owner of Teal Lake Estates Subdivision, hereby covenants, and each subsequent owners of all Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to 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, shall be a charge on the land and shall be a continuing lien upon the property against which 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.

B. Purposes 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 owners of all Lots 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 Areas situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

C. Basis and Amount of Annual Assessments. The original assessment pursuant to the Covenants of Teal Lake Estates Subdivision shall be in the amount of one hundred fifty dollars (\$150.00) per each lot sold by the Developer, its representatives or

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, 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, unexpected repair or replacement of capital improvements. Provided any such assessment shall have the affirmative vote to two-thirds (2/3) of the votes of all 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 thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessments.

Subject to the limitations of Section C hereof, and for the periods there in specified, the Association may change the maximum and basis of the assessments fixed by Section C 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 thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized under Sections D and E.

The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E, the presence at the meeting of Members or of proxies entitled to cast sixty percent (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 D and E, 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.

G. Date of Commencement of Annual Assessments. Due Dates.

The initial annual assessment, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. 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 lot which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.

H. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors. 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. 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. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. 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 G hereof), then the assessment and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bring such property in the hands of then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$25.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) 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 the event of Judgement, such judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

K. 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 herein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Areas of the development; (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 Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

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

L. Voting. Board and Developer. Each owner of a lot in the Development of Teal Lake Estates shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than three (3) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of two (2) members, Everett Smith and Glenda Smith, which Initial Board shall serve until the sale of fifty (50) lots in the Development or until January 1, 2000, whichever first occurs.

10. Animals: No animals, or poultry shall be raised, bred or kept upon any lot except that dogs, cats, or other household pets may be kept. Provided that they are not kept, bred or maintained for any commercial purposes.

11. Utility Building and/or Barn: Any storage or utility building, barn or other buildings on any lot within the subdivision must receive approval from the Architectural Control Committee.

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

13. **Storage Tanks:** Oil or gas storage tanks shall be either buried or located in a house or garage area so that they are completely concealed from public view.

14. **Swimming Pools:** No swimming pools where water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by the Committee.

15. **Sidewalks:** Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective Lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than (1) year from the date an Owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Committee's specifications. Lot owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.

16. **Driveways:** Residential driveways shall be constructed of portland cement concrete and/or pave brick. Pavement shall be a minimum of four (4) inches thick excluding sub-base material. The driveway shall be completed no later than the completion of the construction of the dwelling.

17. **Hunting and Trapping:** Hunting and trapping are prohibited in this subdivision, except that the Teal Lake Estates Contiguous-to-the-Lakes Association has exclusive authority to allow trapping in the ponds.

18. **Clothes Lines:** Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.

19. **Garbage and Other Refuse:** No Owner of a Lot in the Development shall burn or permit the burning out of doors of leaves, garbage or other refuse, nor shall any Owner accumulate or permit the accumulation of out of doors of such refuse on his Lot. All residential dwelling structures built in the Development shall be equipped with a suitable garbage can or container.

20. **Vehicle Parking:** No vehicle of more than 1 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, boat, truck, motorhome or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesites unless kept within a garage. No vehicle of any kind shall park on any road in this subdivision for more than twenty-four (24) hours.

21. **Landscaping:** The lot owner shall landscape the lot within sixty (60) days following completion of house thereon, weather permitting.

22. **Maintenance of Lots and Improvements.** Each Lot owner shall at all times maintain the Lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and the same shall not be kept, except in sanitary containers out of view from the street, except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. All lots, whether improved or not, shall be mowed by the Owner of a Lot, other than Developer, a minimum of once per month during the months of April through October.

23. **Nuisances:** No noxious or offensive activity shall be carried out or allowed to be carried out on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the residents of the Development.

24. **Play Equipment:** Children's play equipment, including but not limited to sandboxes, temporary swimming pools having a depth of less than twenty-four (24) inches, swing and slide sets, playhouses and tents shall be permitted without prior approval of the Committee, provided, however, that such equipment shall not be more than eight (8) feet high, shall be in good repair (including paint) and every reasonable effort shall have been made to screen or shield such equipment from view. With respect to equipment higher than eight (8) feet, prior approval by the Committee of the design, location, color, material and use shall be required.

25. **Construction and Repair Time:** Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.

26. **No Re-Divided:** No parcel of land shall be re-divided into a smaller parcel.

27. **Signs:** The only signs permitted to be erected or displayed in this subdivision are: those required by law, a single sign placed by builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more frequently than one day twice each year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping.

28. **Boats:** Each lot shall be entitled to one (1) paddle boat and/or (1) fishing-type boat on which will be allowed a maximum of a five horse electric motor. This fishing-type boat shall not exceed sixteen feet in length. These boats must be legally owned by the property owner or member of his family residing with him/her. All boats operated on Teal Lake must be properly registered with the Owner's Association and display only the current year's registration sticker. Proof of ownership will be required in the form of a title, state registration or dealer/factory bill of sale bearing the owner's name. Any registration fee shall be determined by the Association.

29. **Docks:** Docks, after approval by the Architectural Control Committee, may be constructed by lake front owners not to exceed ten feet over the water or ten percent (10%) of the distance to the opposite shore, whichever is less. Materials must be considered environmentally safe (no steel barrels).

30. **Guests:** Guests other than family members are not allowed to operate boats without a property owner present in that boat.

31. **Limits on Fish:** Limits on fish are as follows:

Largemouth Bass 3 per day over 14 inches per person
including only 1 over twenty inches.

Catfish 3 per day over 15 inches per person.

Bluegill\other Panfish 15 per day per person in aggregate.

32. **Trash Receptacles:** Every outdoor can or container for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development, except at the times when refuse collections are being made. Every such can or container shall be secured so as to prevent entry by insects and animals.

33. **Neel Property.** The Owner and Developer now make known that they have entered into an agreement whereby Danial C. Neel and Judith A. Neel have a license for the use and enjoyment of the body of water known as Teal Lake, subject to the Restrictive Covenants of Teal Lake Estates and the Bylaws of the Teal Lake Estates Property Owners Association.

34. **Blanket Easement:** Each lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainageways and sub-surface drains of the drive, with this blanket temporary easements being supplementary to the easements depicted on the plat of Teal Lake Estates.

35. **Street Address.** The designation of a street address for any dwelling, including location, style, color and material shall be approved by the Committee. The Committee may require the street address of each dwelling to be carved in stone and located on the exterior of each dwelling.

36. **Enforcement:** Any owner of any lot or lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The successful party to any such action shall recover attorneys fees and costs incurred in such action. A violating of any restriction herein will not result in reversion or forfeiture of title.

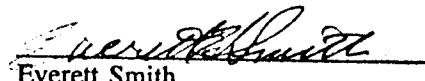
If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep sight distances or to construct and/or maintain

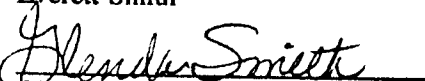
sidewalks in accordance with these restrictive covenants, the Committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may reasonable necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the owner. Neither the Committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonable long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

37. **Term:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.

38. **Severability:** Invalidation of any one of these covenants, by court order, shall in no ways, affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS THEREOF: The said party as developers of the above described subdivision has hereunto set their hands and seals this 9 day of Feb., 1993.


Everett Smith


Glenda Smith



4503

**TEAL LAKE ESTATES ARCHITECTURAL CONTROL COMMITTEE
GUIDELINES FOR ARCHITECTURAL CONTROL**

INTRODUCTION:

The Teal Lake Estates Architectural Control Committee ("Committee") is charged with the responsibility of preserving and enhancing the values of properties subject to the Declaration of Covenants, Conditions and Restrictions of Teal Lake Estates ("Declaration"). The Declaration establishes certain agreements, covenants, conditions, restrictions, easements, assessments and charges ("Restrictions") applicable to all lots in the Teal Lake Estates ("Lots"), and authorizes the Committee "to promulgate and enforce reasonable rules to regulate the external design, appearance, use, location and maintenance of Lots, land and improvements subject to Restrictions in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. "In order to satisfy this responsibility, the Committee shall take the following action:

- a. Select authorized builders or contractors for the construction or expansion of homes or the construction of other improvements on land subject to the Restrictions, or approve or disapprove of the engagement of any proposed builder or contractor by any Lot owner to perform such construction or expansion.
- b. Approve or disapprove plans and specifications for all proposed construction of new homes, additions or other improvements on land subject to the Restrictions, and to generally supervise such construction to assure that it is performed in a satisfactory manner consistent with the Restrictions.

NOTE: NO NEW CONSTRUCTION OR IMPROVEMENT TO AN EXISTING STRUCTURE MAY BE INITIATED WITHOUT PRIOR WRITTEN APPROVAL FROM THE COMMITTEE.

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NEW CONSTRUCTION APPROVAL

In order to maintain a high quality residential development, certain criteria for new homes has been established by the Committee.

GENERAL REQUIREMENTS FOR NEW HOME CONSTRUCTION

The general new home requirements are set forth below.

a. Approved Builders or Contractors. All construction or expansion of homes or improvements on any Lot shall be performed by builders or contractors approved by the Committee. The Committee may publish an exclusive or nonexclusive list of approved builders or contractors and amend such list from time to time in its discretion.

b. Colors and Materials of Home. Colors of homes and improvements will generally be subdued, earthen tones or white, all compatible with other structures in the immediate area. The use of aluminum or vinyl exterior siding on homes is prohibited.

PLANS AND SPECIFICATIONS TO BE SUBMITTED TO COMMITTEE

In order to properly review proposed construction, the Committee has established the following minimum specifications. All plans and specifications must be submitted for approval in duplicate.

a. All plans, drawings and blueprints of proposed homes will be of professional quality and drawn to a scale of not less than $1/4" = 1'$. All plot plans shall be drawn to a scale of not less than $1" = 30'$.

b. The following plans will be submitted for each element of new construction: front elevation; rear elevation; side elevation; floor plan of each floor; and foundation plan.

c. All plans will specify major building materials, i.e. brick, stone, wood, etc.

d. All plot plans which will provide and identify the following items: proposed location of house and driveway on the Lot; location of any easements and undisturbed areas; location of proposed fences, screening, walkways and walls; existing and proposed grades.

ARCHITECTURAL GUIDELINES

As noted previously, any new building or improvements or any addition to an existing building or any exterior alteration or change to an existing building must have the prior written approval of the Committee before any work is undertaken. The Committee has established the following guidelines for specific types of construction and improvements on land subject to the Restrictions. Any addition, exterior alteration or change to an existing building shall be compatible with the design character of the original building. A preferred minimum roof pitch shall be 8/12 on the main structure of the dwelling.

FENCES, WALLS AND SCREENING

It is the goal of the Committee to keep all fencing or screening as harmonious as possible with the architectural character of the community. No fence or screen will be approved if its installation will obstruct sight lines for vehicular traffic. Aesthetics will be taken into consideration by the Committee when reviewing all fences for approval. The Committee discourages fencing of the entire back yard due to the effect that this fencing may have on the feeling to spaciousness desired by other property owners. Fences may be privately installed, but must be constructed to professional levels of quality. Nonprofessional installed fences will be inspected by the Committee after completion in order to insure that the final product is of a professional quality, and final approval of the fence is withheld until successful completion of this final review. No fence will extend in forward of the furthest back corner of the residence.

a. Height restriction. The Committee is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the community is damaged by a proliferation of fences of excessive height. The Committee, thereof, will generally reject fences exceeding four (4) feet in height. The Committee will give consideration, however, to a variance in this height limit where there are clearly unique circumstances. The use of six foot fences around smaller patio areas of a backyard of a home in order to secure privacy for the immediate patio area

will generally be permitted. The specific fence height restrictions are as follows:

1. As a general rule, property fencing and walls above the grade shall not exceed four (4) feet above grade. The Committee will not approve any proposed fence which exceeds four feet in height unless there are circumstances clearly unique to that Lot which merit the installation of higher fence.

2. Patio screens/privacy fences shall not exceed 6 feet in height.

b. Materials and finish.

1. Wood fencing or screening will be approved if the design is in conformity with the architectural design of the community.

2. The Committee generally discourages the use of chain link or other galvanized metal fencing, and will reject any application for such fencing.

3. All fencing or screening should preferably have finished material on both sides. If only one side has finished materials, that side must face the public side or adjoining property.

4. Walls above grade should be constructed of natural stone masonry or attractive timber.

LANDSCAPING AND PLANTINGS

Landscape improvements are considered by the Committed to be terraces, retaining walls, unusual vegetation covering walks, bank treatment, detached patios, and cabanas. With respect to these improvements the applicant shall submit:

a. Two copies of plot plans showing location of the proposed improvements on the lot, existing grades at the nearest property line with proposed finished grades as applicable to the improvement.

b. Two copies of additional plans as required in

- b. Two copies of additional plans as required in order to evaluate the appearance of the improvements and type of construction, including the type of material used, the color of the finished improvement and type of vegetation, if any.

Landscape work and planting in general does not require the approval of the Committee. However, trees, hedges and shrubs which restrict sight lines for vehicular traffic shall be cut back or removed. In addition, shrubs should not be permitted to unduly restrict the view of the amenities from the other properties. Special landscaping beyond that normally associated with a single family residence must be approved by the Committee prior to installation. If the Lot is not completely wooded, the Committee shall require the establishment of a satisfactory lawn by seeding or sodding the Lot as soon as possible following completion of a home, weather conditions permitting.

EXTERIOR ANTENNAS AND SATELLITE DISHES

No television or radio antennas, satellite dishes or similar devices for television, radio and/or telephone reception or transmission may be erected by any Lot owner on the exterior of a house. The Committee has determined that inside attic antennas and television cable service are technically sufficient to serve residents and recommends their use.

SOLAR PANELS

The erection of solar panels is strongly discouraged by the Committee. No solar panel may be erected without the Committee's prior approval, which may be withheld in the Committee's sole and absolute discretion. Under no circumstances will the Committee approve any request for the erection of a solar panel unless: (a) the panel would not be visible from any street or right of way (even when the trees are without leaves), and (b) all owners of Lots adjacent to the Lot on which the solar panel is to be erected have previously approved its installation.

SWIMMING POOLS

Permanent type backyard swimming pools must have the approval of the Committee before any work is undertaken. Permanent backyard swimming pools will be approved by the Committee only after careful consideration of the potential effect of such a pool on neighboring properties.

An application for the construction of permanent type backyard swimming pool will not

be considered unless the application is accompanied by an application for acceptable fence design. Use of planting in the vicinity of the proposed pool is recommended to soften the effect of sound on adjacent property.

TENNIS COURTS, RACQUETBALL COURTS, PADDLE BALL COURTS, ETC.

Tennis courts, racquetball courts, paddle courts, squash courts, etc. will be approved by the Committee only after through consideration of the potential effect of such structures on neighboring properties. The Committee will not approve any lighted courts. An application for the construction of such courts will not be considered unless the application is accompanied by an application for an acceptable fence design. It is recommended by the Committee that any fencing be of wood composition in order to blend in with the surrounding properties and soften the effect on adjacent property.

GARAGES

All homes shall have an attached garage that is of sufficient size to accommodate at least two (2) automobiles. The Committee will not approve any plans for detached garages. The Committee prefers that garages be angled away from the street, or at least constructed to minimize their visibility from the street. Lot owners are strongly encouraged to use their garages to park their cars, and to void parking on the street whenever possible. Under no circumstances shall boats or recreational vehicles be stored at any location other than in a garage.

DRIVEWAYS

Extensions or widening or rerouting of existing driveways must have the approval of the Committee prior to construction.

PLAY EQUIPMENT

Children's play equipment such as sandboxes, temporary swimming pools have a depth of less than 24 inches, swing and slide sets, playhouses and tents shall not require approval by the Committee, provided such equipment is not more than eight (8) feet high, in good repair (including painting) and every reasonable effort has been made to screen or shield such equipment from view. Equipment higher than eight (8) feet shall require approval by the Committee of the design, location, color, material and use. Basketball hoops may be installed without Committee approval, providing they are not visible from any street.

MAILBOXES

In order to preserve the overall aesthetic appearance of the development, any mailbox must be approved by the Committee as to size, location, height and composition before it may be installed.

SIDEWALKS

Lot Owners shall be responsible for constructing a sidewalk with a minimum width of four (4) feet in accordance with the Committee's specifications. The sidewalk shall be completed prior to occupancy of any dwelling located on such Lot or within one (1) year of the date the owner first acquires the Lot, whichever is earlier. Lot owners shall be responsible for maintaining their respective sidewalks and for keeping them cleared of snow and free of debris.

OUTSIDE LIGHTS

All Lot owners shall be required to construct and maintain one outside pedestal light located at the right of way. The size precise location and type of light must be approved by the Committee. All such lights will be activated by a photo electric cell to insure operation during all evening periods. Lot owners may, in their discretion, install and maintain additional exterior lights, provided such lights are not directed in such a manners as to annoy adjacent Lot owners.

MISCELLANEOUS

Trash and garbage containers shall not be permitted to remain conspicuous except on days of (or evenings before) trash collection. All such containers must be secure from insects and animals.

Lot owners shall make a reasonable effort to keep garage doors closed except during times of actual use of the garage facility.

Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes line are prohibited.

All dogs must be either leashed or confined to a Lot owner's property. Dog owners shall promptly remove and dispose of any excrement left by their dog on any other Lot or on any street or common area.

SO ESTABLISHED this 9 day of FEB, 1993.

Everett Smith
Everett Smith

Glenda S. Smith
Glenda Smith

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Everett Smith and Glenda Smith, who acknowledged the execution of the foregoing Teal Lake Estates Architectural Control Committee Guidelines for Architectural Control, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9 day of Feb, 1993.

Kirstie Smith
Notary Public Kirstie Smith
Resident of Hendricks County



My Commission Expires:
1-13-95

This instrument was prepared by Lee T. Comer, Attorney-at-Law, 71 West Marion Street, P.O. Box 207, Danville, Indiana 46122, telephone: (317) 745-4300.