

ENTERED FOR RECORD

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MAY 25 1995

BOOK 147  
M 355  
401-4/3  
HENDRICKS COUNTY RECORDER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BECKONING WAY SECTION I AND II

THIS DECLARATION, made this 25th day of May, 1995, by Michael P. Beck (sometimes herein referred to as "Owner" or "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain real estate located in the Hendricks County, Pittsboro, Indiana, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "Property").

WHEREAS, Developer desires to subdivide by Plat or Plats and develop the property as generally shown on Exhibit "A" for Beckoning Way. (hereinafter sometimes referred to as the "Development").

WHEREAS, Developer intends to sell and convey the residential lots as shown on Exhibit "B" and before doing so desires to subject to and impose upon all real estate mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions"), under a general plan or scheme of improvement for the benefit and compliment of the lots and future home owners thereof.

NOW, THEREFORE, Developer hereby declares that all of the platted lots shall be held, conveyed, hypothecated or encumbered, used, occupied and improved, subject to the following restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots in the Development and established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restriction, and shall inure to the benefit of Developer's successors in title to any real estate in the Development.

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ARTICLE INAME

The subdivision of the property created by this declaration shall be known and designated as Beckoning Way, Section I and II, a subdivision located in Hendricks County, Pittsboro, Indiana, the legal description for which is more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

ARTICLE IIUSE RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 2.1. Lot Use and Conveyance. All lots shall be used exclusively for single-family residential purposes, except that Developer, during the development period, reserves the rights provided herein respecting the property generally. No portion of any lot may be sold or subdivided so that there will be thereby created a greater number of lots than the original number platted. Each lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions, and restrictions contained herein.

Section 2.2 Restrictions Concerning Size, Placement and Maintenance of Dwelling Houses and Other Structures. No single-family dwelling, garage, swimming pool, tennis court or other recreational facility shall be erected, placed or altered on any lot without the prior written approval of the Building Control Committee to be established. Such approval shall be obtained prior to the commencement of construction and shall take into account restrictions as to the type of material, exterior facade, design, layout, location, landscaping and finished grade elevations. Approvals will be considered upon the submission of satisfactory plans, including a plot plan, building plan showing floor areas and elevation, specifications, landscaping plan and such other data or information as may be reasonably requested, all subject to the following minimum standards:

a. Minimum Living Space Areas. All dwellings will have a minimum of three bedrooms, a minimum of two car garage, and a minimum of 1600 square feet of living area exclusive of open porches for a one story dwelling and a minimum of 900 square feet of main floor area in a multiple story dwelling, provided no structure of more than one story shall have less than an aggregate of 1800 square feet of finished and livable floor area.

b. Utility Building and/or Barn. Storage or utility buildings, barns or other outbuildings are permitted. All buildings plans, materials and specifications must be approved by the Building Control Committee of Beckoning Way prior to beginning any construction of any out building.

c. Prohibition of Used Structures and Modular Homes.

All structures constructed or placed on any lot in the development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot, nor shall modular constructed structures be placed on any lot.

d. Minimum Grade Line Elevation.

A minimum grade line elevation is hereby established for each lot and no grade line can be constructed lower than said minimum. The minimum elevation is shown on the subdivision plan approved by the Hendricks County Plan Commission. No house shall be built until the location and the grade line elevation of said house is physically checked on the lot and certified by a licensed professional engineer or licensed land surveyor.

e. Exterior Construction.

All exteriors of structures will be masonry or wood. No vinyl exteriors will be permitted. All windows must be wood or wood windows with clad exterior. All roof pitches will be 6/12 or greater. All utility facilities within the development will be underground. Each driveway in the development will be concrete, asphalt or paving brick material. No additional parking will be permitted on a lot other than in the existing driveway. No outside fuel storage tanks will be permitted above or below ground of the development. All gutters and downspouts in the development, other than copper, will be painted. Plumbing vent stacks, metal furnace flues and roof attic vents shall be painted to blend with roof color and shall be located on the rear of the home. No above-ground swimming pools will be permitted in the development and in-ground pools shall be approved by the Building Control Committee.

f. Damaged Structures. No improvement which has partially or totally been destroyed by fire or otherwise damaged, shall be allowed to remain in such state for more than three (3) months from time of such destruction or damage.

g. 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 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. All lots, whether improved or not, shall be mowed by the Owner of such Lot, other than Developer, a minimum of once per month during the months of April through October. In the event, the owner fails to meet this provision, then the Developer shall may make the necessary arrangements for compliance; the Developer may file a lien upon the respective Lot for the expense of such compliance and for costs associated with the lien; any action to foreclose the lien shall include attorney fees and the costs thereof.

Section 2.3 Building Control Committee.

(a) No structure shall be erected, placed or (externally) altered on any lot until the plans and specifications thereof (including elevations, materials, colors, and site plan that show the location of the building) shall have been filed with the Building Control Committee, and approved in writing by such Committee as to: quality of materials; harmony of design and materials, colors, and finishes; location with respect to the topography and harmony with other structures; and conformity with the requirements and intent of this Declaration. The Building Control Committee shall be entitled to retain permanently the submitted copy of such plans and specifications and all work shall be completed in conformity therewith.

(b) The Building Control Committee shall be composed of three (3) members to be elected within the sole discretion of Beckoning Way Developer of this subdivision, or its designated nominee. Individual members of the Building Control Committee shall be subject to appointment and removal within the sole discretion of Beckoning Way Developer or its designated nominee.

(c) The Building Control Committee's approval or disapproval as required by these Subdivision Restrictions shall only be effective if in writing. In the event that a written approval is not received from the Building Control Committee within fifteen (15) days from the date of receipt of any plans required to be submitted by these Subdivision Restrictions, the failure to issue such written approval shall be construed as the disapproval of any such plans submitted.

Section 2.4 Restrictions as to Owners. The owners, further, shall be subject to the following use restrictions.

a. Fences, Walls. No owner shall erect or relocate a fence or wall, or enclosure any nearer to the street line than the back line of the building or house. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of Hendricks County. All fencing must be approved by the Building Control Committee.

b. No Unsightly Uses. No clothes, sheets, blankets of laundry of any kind or other articles shall be hung out or on a lot so as to be visible from outside the lot.

c. Animals. No animals, rabbits, livestock, fowl, farm animals, horses, or poultry of any kind shall be raised, bred or kept in or on any lot except that household pets limited to three such pets per household provided that they are not kept, bred, or maintained for any commercial purposes; provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance

shall be permanently removed from the property. No animal shall be permitted to run loose.

d. Prohibited Structures. No structure of a temporary character, trailer, boat, camper-bus, basement tenant, or shack shall be maintained on any lot nor shall any garage or other building except a permanent residence, be used on any lot at any time as a residence or sleeping quarters, either temporarily or permanently.

e. Storage. Outside storage of any items, except outdoor cooking equipment, including but without limiting the generality of the foregoing, sporting equipment, toys, yard and garden tools and equipment shall not be allowed. Notwithstanding the foregoing, no boats, snowmobiles, recreational vehicles, trailers, camping vehicles, buses, mobile homes, tractor trailers, trucks over one (1) ton, motorcycles, mini-bikes, unlicensed or inoperable vehicles, or any other vehicles of any description other than normal passenger automobiles shall at any time be stored or parked on any lot outside of a garage, either permanently or temporarily.

f. Antennae. Television antennas shall be no higher than five (5) feet above the peak of the roof of the residence and no greater diameter than thirty inches. No radio and/or microwave towers, shall be erected, placed or maintained on any lot in said subdivision.

g. Outdoor Burners. No trash burner, outdoor fireplace, or other device expelling gas or smoke is allowed.

h. Rubbish and Debris. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement.

i. Signs or Billboards. No sign or billboard of any kind shall be erected or maintained on any lot, except signs or billboards used by Owner, its successors and/or assigns, to advertise lots and/or residences for sale.

j. Mail Boxes. All mail boxes shall be of the same design and size and erected on the same kind of post. The box and post design shall be selected by the Developer. The Developer shall arrange for the boxes and post to be procured from a vendor of the Developer's choice.

k. Yard Lights. All yard lights shall be of the same style and kind and must be placed six (6) feet from the sidewalk on the house side and six (6) feet from the driveway. The yard light shall contain a dusk to dawn switch.

l. Landscaping. All lots in this subdivision shall be improved with a minimum of three (3) deciduous type shade trees of no less than six feet in height within one year of the construction of a permanent structure. All lots in this subdivision shall be improved with a minimum of six (6) deciduous or evergreen shrubs along the front of the permanent structure within six months of construction of such structure. No Autumn Olive shrubbery or Crown Vetch ground cover will be permitted.

m. Water Drainage. In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water maybe provided on said plat.

n. Drainage Ponds. The areas marked "Proposed Lake" and "Retention Pond", as shown on the plat of the "Property" are protected areas and may include a storm water detention area designed so as generally to retain water and have the appearance of a pond. No person or persons shall be permitted to feed water fowl within the boundaries of the water detention pond. No swimming or boating activity shall be conducted in, or on said pond area.

o. Construction Time. A dwelling on each Lot shall be commenced under a properly issued building permit, within one (1) year from the date of the deed from the Developer to the Purchaser of any respective Lot. Any house, fence, or any structure, once approved and under construction, must be completed one (1) year from the date construction starts. Any Purchaser of a Lot that does not commence construction within six months from the date of receiving a deed from the Developer shall pay to the Developer a deposit of One Thousand One Hundred Dollars (\$1,100.00) for REMC electricity connection. After the Purchaser has contracted with REMC for electric service the REMC will refund a like amount to the Developer which will be refunded to the Purchaser.

p. Development and Sale Period. Nothing contained in this Article shall be construed or interpreted to restrict the activities of Developer or Assigns in connection with the development of the Property and sale of lots. During the development period, Developer shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the property at any time owned or leased by the Developer, as in the sole opinion of Developer may be reasonably required, or convenient or incidental to, the development of the property and sale of the lots; such facilities may include, without limitation, storage areas, sign, parking areas, model residences, construction office, sale offices and business offices.

**ARTICLE III****COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 3.1 Creation of the Lien and Personal Obligation of Assessments.** The Developer, being the owner of all the lots, hereby covenants and each subsequent owner by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Developer, and then, when legally formed the Beckoning Way Homeowners Association ("Association"): (1) Annual Assessments or charges; (2) Special Assessments for 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 costs 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.

**Section 3.2 Purpose of Assessments.** The assessments levied under this Article shall be used exclusively for the purpose of maintaining the common area entrance way to the subdivision, for payment of the electric charge for the electric street lights and entry sign lights, for maintenance of shrubbery in common areas and water retention ponds.

**Section 3.3 Amount of Annual Assessments.** The annual assessment shall be Seventy Five Dollars (\$75.00) per each lot sold by Developer, it's representatives or assigns and the assessment shall be distributed evenly against each lot. From all such assessments, the Developer shall pay for costs of maintaining the entrance way, replacement of dead or dying landscaping and street lighting costs. In no event shall any assessment or charge or special assessment be levied against or be due from Developer for any lots owned by them, or otherwise. The Association may change the amount of annual assessment if the charge for electrical service is increased or maintenance for the entrance way increases. Also to maintain street signs and landscape and retention ponds.

Section 3.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3.3 hereof, the Developer 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 related to the ponds in the development, including the necessary fixture and personal property related thereto, provided any such assessment shall have the affirmative vote of 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 such members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 3.5 Change in Basis and Maximum of Annual Assessments. Subject to the limitations under this Article, and for the periods therein specified, the owners may change the maximum and basis for the assessments fixed by Sections 3.2 and 3.3 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 thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 3.6 Quorum for Any Action Authorized under Sections 3.1 and 3.4. The quorum required for any action authorized by Sections 3.3 and 3.4 hereof shall be as follows: At the first meeting called as provided in Sections 3.3 and 3.4 hereof, the presence at the meeting of Member or proxies entitled to cast sixty percent (60%) of all votes of the owners 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 3.3 and 3.4, 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.

Section 3.7 Duties of the Board of Directors. The management, affairs and policies of the Association, when formed, shall be vested in the Board of Directors. The Board of Directors 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 started to have been paid.

Section 3.8 Date of Annual Assessments. Due Dates. The initial annual assessments, 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 purpose 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 3.4 hereof shall be fixed in the Resolution authorizing such assessment.

Section 3.9 Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien: Remedies of the Association. If the assessments are not paid on the date when due, then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the 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 \$5.00 shall be added thereto and from that date interest at the rate of seven percent (7%) per annum may be added to the balance and penalty and the Association may bring an action at law against the Owner personally obligated to pay the same.

Section 3.10 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments: (a) all properties owned by the Developer, their successors, and assigns, and held by them or any of them for sale or resale. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessment.

Section 3.11 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.

**Section 3.12 Membership and Voting Rights in the Association.**

(a) **Membership.** Every person or entity who holds any equitable interest, including the Developer, in any lot or lots included within the subdivision, 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.

(b) **Voting Rights.** The Association shall have one class of voting membership. Voting members shall be all those members who hold the interest required for Membership. There shall be only one vote for each lot owned by member or members.

**ARTICLE III**

**GENERAL PROVISIONS**

**Section 4.1. Right of Enforcement.** In the event of a violation or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, the Developer or any owner and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law, or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

**Section 4.2 Severability.** Invalidity of any one of the covenants, restrictions or provisions contained in this declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

**Section 4.3 Maintenance of Common Areas.** All owners of lots in the development shall contribute equally towards the costs and expenses incurred in maintaining any and all common areas and or common landscaping easements.

**Section 4.4 Amendment.** During the first twenty (20) years following its recordation, this declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Hendricks County, Indiana, approved and signed by at least sixty six percent (66%) of the then owners. Provided, however, that none of the rights or duties of Developer reserved or set out hereunder may be amended or changed without the Developer's prior written approval.

The covenants, restrictions and all other provisions of this declaration shall run with the land and shall be binding upon all persons claiming under them for a period of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten (10) year period this declaration is amended or changed in whole or in part as hereinabove provided.

Section 4.5. Transfers and Conveyances. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

Section 4.6. Drawings and Documents. Wherever in the drawings and documents recorded as the plats of Beckoning Way, Section I and II, statements appear to conflict with, or be inconsistent with this Declaration, then the statements in this Declaration shall prevail.

IN WITNESS WHEREOF, SAID Michael P. Beck has caused this instrument to be executed this 25th day of May, 1995.

Signed, acknowledged and delivered in the presence of:

Arthur D. Strahla  
Arthur D. Strahla

By: Michael P. Beck  
Michael P. Beck

STATE OF INDIANA )  
COUNTY OF Marion ) SS:

CHICAGO TITLE

Before me, a Notary Public in and for said County and State personally appeared Michael P. Beck, who acknowledged the execution of the foregoing instrument to be his voluntary act and free will.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25th day of May, 1995.

My Commission expires: December 14, 1998.

Arthur D. Strahla  
Notary Public

Arthur D. Strahla

County of Residence: Marion

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PREPARED BY LEE T. COMER

The South Half of the Northwest Quarter of the Southwest Quarter and a part of the Southwest Quarter of the Southwest Quarter, all in Section 21, Township 17 North, Range 1 East in Hendricks County, Indiana, more particularly described as follows:

Beginning at the southwest corner of the Southwest Quarter of said Section 21 thence North 00 degrees 33 minutes 31 seconds East (bearing assumed) along the west line of said Southwest Quarter 1992.51 feet to the northwest corner of the South Half of the Northwest Quarter of Said Southwest Quarter; thence North 89 degrees 52 minutes 44 seconds East along said Half-Quarter Section 1325.13 feet to the northeast corner of said Half-Quarter Section; thence South 00 degrees 34 minutes 46 seconds West along the east line of the Northwest Quarter of said Southwest Quarter and the east line of the Southwest Quarter of said Southwest Quarter 1995.32 feet to the southeast corner of the Southwest Quarter of said Southwest Quarter; thence North 90 degrees 00 minutes 00 seconds West along the south line of said Southwest Quarter 527.49 feet; thence North 00 degrees 14 minutes 01 seconds East 730.00 feet; thence North 90 degrees 00 minutes 00 seconds West parallel with said south line 238.69 feet; thence South 00 degrees 14 minutes 01 second West 730.00 feet to said south line; thence North 90 degrees 00 minutes 00 seconds West along said south line 558.20 feet to the point of beginning, containing 56.64 acres, more or less.



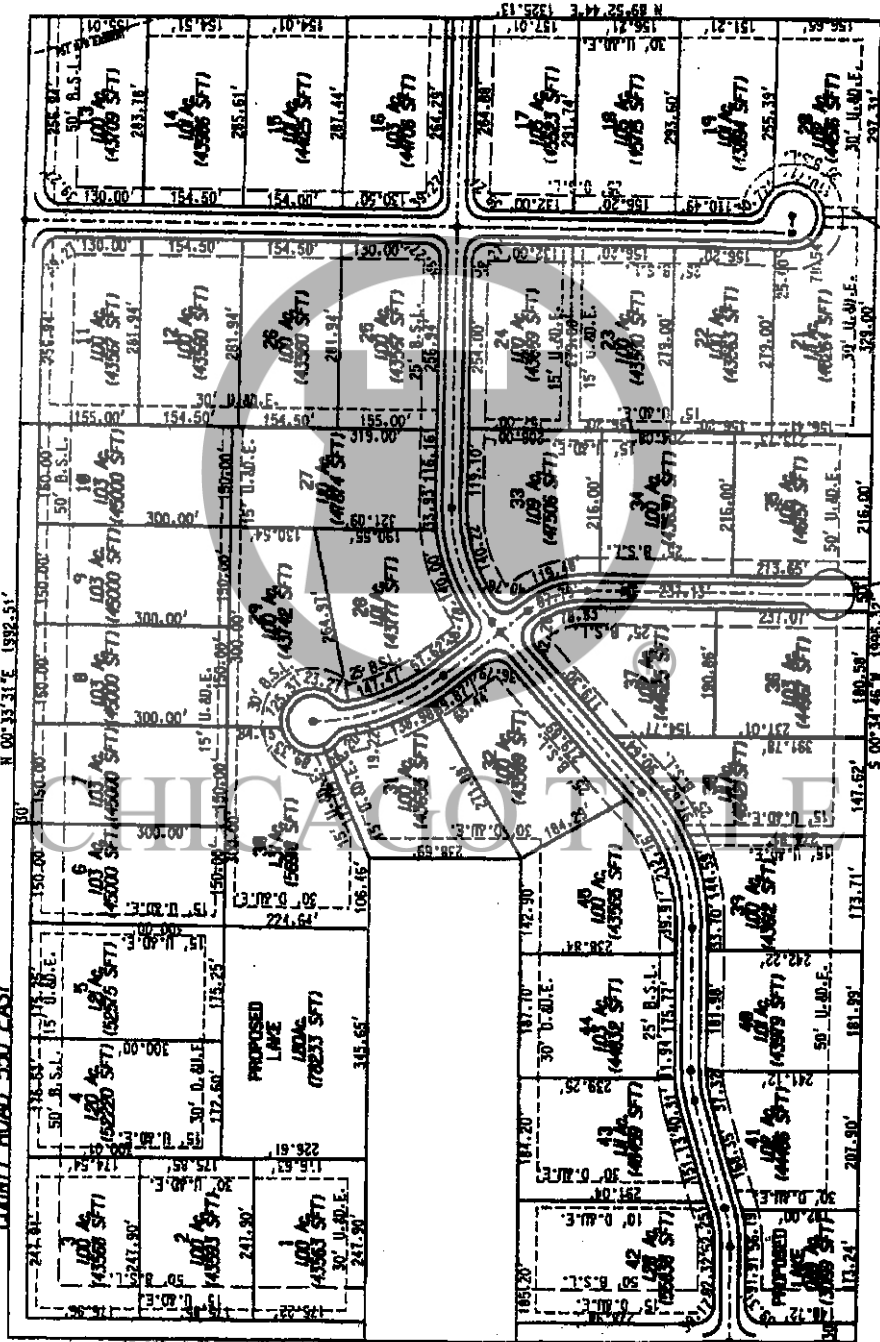
CHICAGO EXHIBIT "A" TITLE

# BECKONING WAY Residential Development

COUNTY ROAD 550 EAST

N 00°33'31"E 1992.51'

scale 1"=200'



Temporary CUL-66-600

02°55' A, 00, 00, 06 N

N 90°00'00"W 527.46'

COUNTY ROAD 900 NORTH  
BCC 147 PAGE 113

EXHIBIT "B"

**CERTIFICATE OF ASSESSMENT  
FOR  
ANNUAL MAINTENANCE**

200100028413  
Filed for Record in  
HENDRICKS COUNTY IN  
TERESA D LYNCH  
09-24-2001 02:26 PM.  
CER AS MAIN .00  
OR Book 276 Page 1912 - 1917

**THE DRAINAGE BOARD OF:  
HENDRICKS COUNTY, INDIANA**

IN THE MATTER OF:

**ASSESSMENTS FOR ANNUAL MAINTENANCE  
OF THE BECKONING WAY  
DRAIN #020094  
IN HENDRICKS COUNTY, INDIANA**

TO THE AUDITOR OF HENDRICKS COUNTY:

We certify that the schedule of assessments attached hereto has been adopted pursuant to Article IV, Chapter 305, Acts 1965, to provide funds for annual maintenance of the above named drain; that due notice thereof has been published; that the period of time within judicial review may be requested has expired; and that the order of the Drainage Board fixing the assessment on each tract of land is now final.

The assessments stated in the attached schedule are annual assessments, and shall be collected year after year until such assessments are terminated or changed by order of the Drainage Board. One half of each annual assessment shall be due and payable on or before the 10th day of May and on the 10th day of November in each year, the first of which semiannual installments shall be due and payable on or before the 10th day of May, 2002.

All such installments may be paid without interest, but if not paid when due shall be subject to the same rate of penalty applicable to delinquent taxes.

The County Auditor is directed to enter the assessments according to this certification in the DITCH DUPLICATE of the county for collection by the County Treasurer.

IN WITNESS WHEREOF, we have hereto set our hands, this 24<sup>th</sup> day of September, 2001.

HENDRICKS COUNTY DRAINAGE BOARD:

Steven L. Ostermeier  
Steven L. Ostermeier, President

Linda A. Palmer  
Linda A. Palmer, Vice President

John D. Clappitt  
John D. Clappitt, Secretary

ATTEST: David L. Gaston  
David L. Gaston, County Surveyor

**FILED**

SEP 24 2001

Thomas D. Marsh  
AUDITOR HENDRICKS COUNTY

BECKONING WAY #020094

Property Owner Address	Parcel No.	Township	Acres Described	Acres Benefitted	% of Est. Cost	Benefit per Acre / Lot	Maintenance	Construction
Gregory Glenn & Brenda G. 7016 Essex Court, Brownsburg, IN 46112	01-1-21-71E 352-001	Brown	Section one Lot 1				\$50.00	
Richard Richard L. JR. 5594 E. County Rd. 500 N. Pittsboro, IN 46167	352-002	Brown	Lot 2				\$50.00	
Lambert Donald E. 408 S. Carr Rd. Plainfield, IN 46168	352-003	Brown	Lot 3				\$50.00	
Rud Bly G. & Elbert M. 5271 N. County Rd. 500 E. Pittsboro, IN 46167	352-004	Brown	Lot 4				\$50.00	
Weak Gregory L. & Helen R. 5239 N. County Rd. 500 E. Pittsboro, IN 46167	352-005	Brown	Lot 5				\$50.00	
Gray Joseph P. & Linda R. 9135 N. County Rd. 500 E. Pittsboro, IN 46167	352-006	Brown	Lot 6				\$50.00	
Hendryc Don D. & Sarah A. C/O Mark Hendryc, 5541 Breckenwood Dr., Indianapolis, IN 46205	352-007	Brown	Lot 7				\$50.00	
Lambert Donald D. 408 S. Carr Rd. Plainfield, IN 46168	352-008	Brown	Lot 8				\$50.00	
Howard Gregory D. Vander-Howard Ntn 3520 Alpha Blossom Dr., Brownsburg, IN 46112	352-009	Brown	Lot 9				\$50.00	
Lambert Donald E. 408 S. Carr Rd. Plainfield, IN 46168	352-010	Brown	Lot 10				\$50.00	

BECKONING WAY #020094

Property Owner	Address	Parcel No.	Township	Acres Described	Acres Benefitted	% of Est. Cost	Benefit per Acre / Lot	Maintenance	Construction
Beckoning Way Homeowners Assoc.	Beckoning Way, Hammond, IN 46108	362-011	Brown	Common Area				\$50.00	
	608 S. Carr Rd. Plainfield, IN 46186								
Lambert Donald D.	608 S. Carr Rd. Plainfield, IN 46186	362-012	Brown	Lot 11				\$50.00	
				Section Two					
Brown Robert J. & Marlene O.	608 S. Carr Rd. Plainfield, IN 46186	362-013	Brown	Lot 12				\$50.00	
	4615 MacCludy Rd. Indianapolis, IN 46224								
Hans Herman P. & Kathy J.	5910 Timber Lake Boulevard Indianapolis, IN 46227	362-014	Brown	Lot 26				\$50.00	
Edwin Robert Gray & Lisa	4703 Shiloh Court Indianapolis, IN 46254	362-015	Brown	Lot 25				\$50.00	
Lambert Paul	2224 Beckoning Way Plainfield, IN 46187	362-016	Brown	Lot 27				\$50.00	
Brown David A. & Marie J.	5910 County View Plainfield, IN 46187	362-017	Brown	Lot 28				\$50.00	
William Jeffrey J. & Melissa K.	5910 County View Plainfield, IN 46187	362-018	Brown	Lot 29				\$50.00	
Lambert Donald D.	608 S. Carr Rd. Plainfield, IN 46186	364-001	Brown	Lot 13				\$50.00	
William Paul	608 S. Carr Rd. Plainfield, IN 46186	364-002	Brown	Lot 14				\$50.00	



BECKONING WAY #020094

Property Owner Address	Parcel No.	Township	Acres Described	Acres Benefited	% of Est. Cost	Benefit per Acre / Lot	Maintenance	Construction
SAINT BE BROS 354-029		BROWN	Lot 15				\$50.00	
SAINT BE BROS 354-034		BROWN	Lot 16				\$50.00	
Carla, Veronica A. 3538 Beckoning Dr. Fishboro, IN 46167	355-051	BROWN	Lot 17				\$50.00	
RANDON KEVIN G. 5676 Tera Way Fishboro, IN 46167	355-032	BROWN	Lot 18				\$50.00	
NUMAL JOHN ROBERT & KATHRYN LEE 6214 LUG Run Drive North Indianapolis, IN 46234	355-035	BROWN	Lot 19				\$50.00	
MURPHY BERT C & AUDIN J. 5720 Tera Way Fishboro, IN	355-034	BROWN	Lot 20				\$50.00	
EMERY BERNARD D. JOD L. 5727 Tera Way Fishboro, IN 46167	355-037	BROWN	Lot 21				\$50.00	
BENT CHRISTOPHER W. Hwy Ashton Fishboro, IN 46167	355-032	BROWN	Lot 22				\$50.00	
HOCKE JAMES E. & E. NECHES 5977 Tera Way Fishboro, IN 46167	355-033	BROWN	Lot 23				\$50.00	
GARDNER BURGESS M & SUNE 1133 D WINDHAM CT. Brownsburg, IN 46112	355-034	BROWN	Lot 24				\$50.00	

BECKONING WAY #020094

Property Owner Address	Parcel No.	Township	Acres Described	Acres Benefitted	% of Est. Cost	Benefit per Acre / Lot	Maintenance	Construction
Hardwick Gary & Patricia V. 6225 Beckoning Way Fishbone, IN 46167	360-005	Brown	Lot 33				\$60.00	
McCarthy Timothy J & Virginia 6082 Country View Drive Fishbone, IN 46167	360-006	Brown	Lot 34				\$60.00	
Stevens Jeffrey A & Janice L 10 Nash Court Fishbone, IN 46167	360-007	Brown	Lot 35				\$60.00	
McGarring E & Lynn H 5718 Country View Drive Fishbone, IN 46167	360-001	Brown	Lot 36				\$60.00	
Jenkins Donald O 628 S. Carr Rd. Fishbone, IN 46168	360-002	Brown	Lot 37				\$60.00	
Stover Steven P & Christina L 1118 Wirthshaven Ct Apt E Brownsburg, IN 46112	360-003	Brown	Lot 38				\$60.00	
Harris Oscar P & Kerrie R 9128 Beckoning Way Drive Fishbone, IN 46167	360-004	Brown	Lot 39				\$60.00	
Chappin Eric G & Jerry B 6205 Beckoning Way Drive Fishbone, IN 46167	360-005	Brown	Lot 40				\$60.00	
Lewis Michael R & Kathleen T 6201 Beckoning Way Drive Fishbone, IN 46167	360-006	Brown	Lot 41				\$60.00	
Beckoning Way Homeowners Assoc 623 S. Carr Rd. Fishbone, IN 46168	360-007	Brown	Common Area				\$60.00	



1995-9045

# RECORD PLAT FOR BECKONING WAY SECTION I A Subdivision in Brown Township, Hendricks County, Indiana

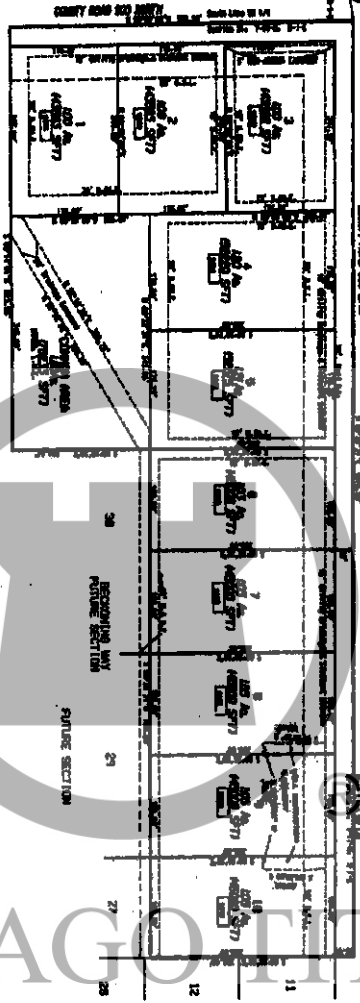
SCALE

ENTERED FOR RECORD

APPROVED AND AUTHORIZED TO BE RECORDED  
BY THE CLERK OF THE COUNTY OF HENDRICKS, INDIANA  
ON THIS 24th DAY OF JUNE 1995

BY: *[Signature]*  
CLERK OF THE COUNTY OF HENDRICKS, INDIANA

FILED IN BOOK 117  
PAGE 57



THIS SUBDIVISION COMPLIES WITH THE REQUIREMENTS OF SECTION 1, ARTICLE 10, OF THE  
INDIAN CONSTITUTION AND WITH THE REQUIREMENTS OF THE ACTS OF THE LEGISLATURE OF  
INDIANA RELATIVE TO THE SUBDIVISION OF LANDS. THE SIZE OF LOTS AND THE SPACING OF  
STREETS AND DRIVEWAYS ARE SHOWN ON THIS PLAN BY DIMENSIONS, BEARINGS, AND DISTANCES  
AND ARE SUBJECT TO THE REQUIREMENTS OF THE ACTS OF THE LEGISLATURE OF INDIANA  
RELATIVE TO THE SUBDIVISION OF LANDS.

CERTIFIED  
THAT I, THE CLERK OF THE COUNTY OF HENDRICKS, INDIANA,  
HAVE EXAMINED THE ORIGINAL RECORD PLAT AND  
FIND IT TO BE IN ACCORDANCE WITH THE  
REQUIREMENTS OF THE ACTS OF THE LEGISLATURE OF  
INDIANA RELATIVE TO THE SUBDIVISION OF LANDS.



DATE ENTERED FOR RECORD  
JUNE 6, 1995

BY: *[Signature]*  
CLERK OF THE COUNTY OF HENDRICKS, INDIANA

THE CLERK OF THE COUNTY OF HENDRICKS, INDIANA,  
HEREBY CERTIFIES THAT THE ORIGINAL RECORD PLAT  
WAS FILED IN HIS OFFICE ON THE 24th DAY OF JUNE,  
1995, AT 11:00 A.M.

THIS PLAT WAS APPROVED AND AUTHORIZED TO BE RECORDED  
BY THE CLERK OF THE COUNTY OF HENDRICKS, INDIANA,  
ON THIS 24th DAY OF JUNE 1995



PREPARED BY:  
SITETECH  
10000 N. STATE ST.  
CHICAGO, ILL. 60641  
(312) 540-8882

DATE OF RECORDING: 6/24/95  
BY: *[Signature]*  
SITETECH

DATE OF RECORDING: 6/24/95  
BY: *[Signature]*  
SITETECH

DATE OF RECORDING: 6/24/95  
BY: *[Signature]*  
SITETECH

SECTION I OF SECTION 1, ARTICLE 10, OF THE  
INDIAN CONSTITUTION AND WITH THE REQUIREMENTS OF THE  
ACTS OF THE LEGISLATURE OF INDIANA RELATIVE TO THE  
SUBDIVISION OF LANDS. THE SIZE OF LOTS AND THE SPACING OF  
STREETS AND DRIVEWAYS ARE SHOWN ON THIS PLAN BY DIMENSIONS,  
BEARINGS, AND DISTANCES AND ARE SUBJECT TO THE REQUIREMENTS  
OF THE ACTS OF THE LEGISLATURE OF INDIANA RELATIVE TO THE  
SUBDIVISION OF LANDS.

THIS SUBDIVISION COMPLIES WITH THE REQUIREMENTS OF SECTION 1,  
ARTICLE 10, OF THE INDIAN CONSTITUTION AND WITH THE REQUIREMENTS  
OF THE ACTS OF THE LEGISLATURE OF INDIANA RELATIVE TO THE  
SUBDIVISION OF LANDS.

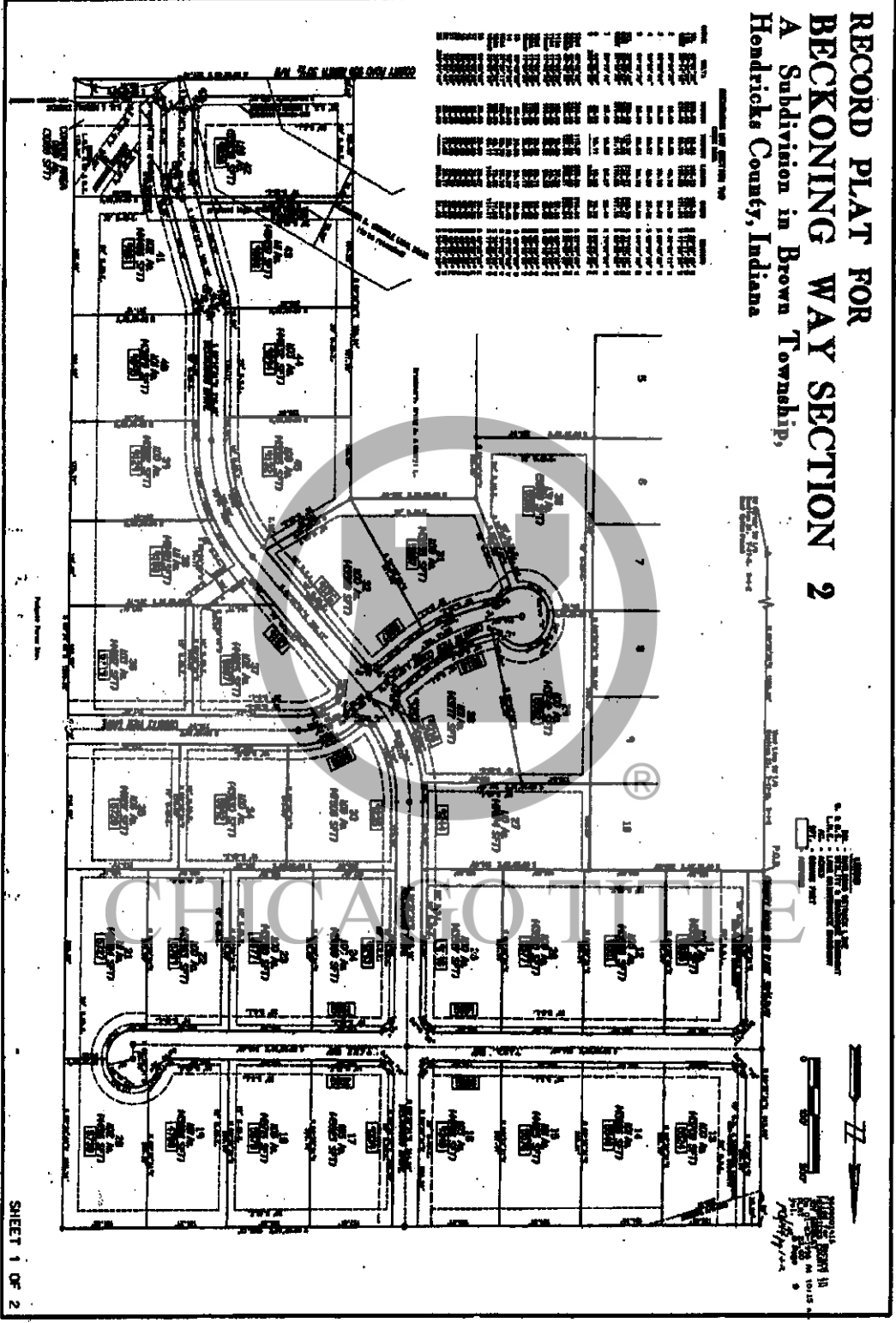
DATE OF RECORDING: 6/24/95  
BY: *[Signature]*  
SITETECH

DATE OF RECORDING: 6/24/95  
BY: *[Signature]*  
SITETECH

DATE OF RECORDING: 6/24/95  
BY: *[Signature]*  
SITETECH

1996-1416

**RECORD PLAT FOR  
BECKONING WAY SECTION 2**  
A Subdivision in Brown Township,  
Hendricks County, Indiana



# RECORD PLAT FOR BECKONING WAY SECTION 2 A Subdivision in Brown Township, Hendricks County, Indiana

THIS PLAT IS THE PROPERTY OF CHICAGO TITLE COMPANY AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CHICAGO TITLE COMPANY.

CHICAGO TITLE COMPANY  
1000 N. LAKE STREET  
CHICAGO, ILLINOIS 60611  
TEL: 312.467.1000  
FAX: 312.467.1001  
WWW.CHICAGOTITLE.COM



STATE OF INDIANA  
COUNTY OF HENDRICKS  
TOWNSHIP OF BROWN  
SECTION 2

BECKONING WAY SECTION 2  
A Subdivision in Brown Township,  
Hendricks County, Indiana

CHICAGO TITLE COMPANY  
1000 N. LAKE STREET  
CHICAGO, ILLINOIS 60611  
TEL: 312.467.1000  
FAX: 312.467.1001  
WWW.CHICAGOTITLE.COM

COUNT OF Method

DATE: 1-7-98  
BY: [Signature]

PREPARED BY:  
SITE TECH  
1174 NORTH LEBANON STREET  
LEBANON, IN 46032  
(317) 462-0525

CHICAGO TITLE COMPANY  
1000 N. LAKE STREET  
CHICAGO, ILLINOIS 60611  
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