

15456

CREEK RIDGE PROPERTY OWNERS ASSOCIATION

COVENANTS FOR MAINTENANCE ASSESSMENTS

A CREATION of the Lien and Personal Obligation of Assessments

The Developer, being the owner of CREEK RIDGE SUBDIVISION hereby covenants, and each subsequent owner 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 maintaining Creek Ridge entryway sign and landscaping easement situated in the development including, but not limited to, the repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof to maintain such areas.

C BASIS AND AMOUNT of Annual Assessments

The original assessment pursuant to the Covenants of Creek Ridge Subdivision shall be in the amount of \$10.00 per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of Creek Ridge Property Owners Association. From all such assessments, the Association shall pay for the cost of maintenance, repair, upkeep, management and operation of the entryway sign and landscaping easement required in the By-Laws of Creek Ridge Property Owners Association. In no event shall any assessment or charge or special assessment as provided below

be levied against or be due from developer for any lots owned by them or otherwise.

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 the 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 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 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 therein 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 Section 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 hereof, 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 any 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 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 purposes of levying the assessments, 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 assessments 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 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 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 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 \$10.00 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 Judgment, 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 assessment 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 therein:


- (a) all properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to the public use
- (b) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption
- (c) 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 Creek Ridge 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 two (2) 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 three (3) members, Richard L. Reffeitt, Loretta C. Reffeitt, and Merrill L. Butler. The Initial Board shall serve for as long as they deem necessary and make any/all necessary changes to above Covenants and Maintenance Assessments in the development of Creek Ridge Subdivision.

Executed on the 10th day of August, 1995.


Richard L. Reffett, President
Creek Ridge Inc.

Attested By:  


CHICAGO TITLE

ACKNOWLEDGEMENT

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State of Indiana

County of Hendricks

Before me, a Notary Public in and for said County and State, personally appeared Richard L. Reffeitt, who acknowledged execution of the foregoing By-Laws as a free and voluntary act and deed.

WITNESS my hand and notarial seal this 10th day of August

1995.

Marilyn L. Bullock
Notary Public

Marilyn L. Bullock
Printed

My Commission Expires:

Resident of Hendricks County

1-20-99

CHICAGO TITLE

ENTERED FOR RECORD

SEP 11 1995

BOOK 149 Jay Brassey
HENDRICKS COUNTY RECORDER

At 12:00
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AMENDED

CREEK RIDGE SUBDIVISION
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this 9th day of October, 2001, by CREEK RIDGE, INC., hereafter referred to as the "Declarant";

WITNESSETH:

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

See attached Exhibit "A"

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

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

1.

DEFINITIONS

1. The word "lot" shall mean any of the lots located within the above described property; and
2. The word "structure" shall mean any building, fence, walkway, driveway, swimming pool, tennis court, solar or energy devices, antennas, exterior lighting, or other item constructed on a lot, and all additions or alterations to any of the foregoing.

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II.

LAND USE, BUILDING TYPE AND BUILDER

The lots shall be used for residential purposes only. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling, and attached private garage. Such dwelling shall not exceed two stories in height exclusive of the basement, and shall be used for private dwelling purposes as a single family dwelling only. Such dwelling shall contain a minimum amount of twenty-two hundred and fifty (2250) square feet for a ranch style home and a minimum of twenty-four hundred and fifty (2450) square feet for a multi-story home (exclusive of basements, porches, decks, patios and garages). Ranch style homes will be primarily masonry exterior and multi-story homes will be primarily lower level masonry with upper level reviewed by the developer for design and exterior materials to be required.

This will be a restricted development with all homes to be constructed by M. L. Butler, custom home builder.

III.

PARTIAL CONSTRUCTION, COMPLETION OF CONSTRUCTION

Construction must commence on any dwelling within 180 days from the date of the purchase of the lot. The construction of a building, once begun, must be completed (including, without limitations, all landscaping and exterior painting) within 180 days after its commencement. No foundation or basement of a building shall be constructed on any lot except as an integral part of a continuous process of constructing the main structure of such building, which construction must proceed uninterrupted until the structure is completed. No dwelling shall be occupied until it is completed. Any exceptions must be approved by the developer.

IV. ®

STANDARD OF QUALITY OF WORKMANSHIP AND MATERIALS

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

V.

APPROVAL OF PLANS AND SPECIFICATIONS BY DEVELOPER

No structure shall be erected, placed or (externally) altered on any lot until the plans and specifications therefore (including elevations, materials of exterior, and site plan showing the location of the structure with grading modifications) shall have been approved by the Developer in writing and returned within ten days. This paperwork must be directed to Richard L. Reffeitt, Creek Ridge, Inc., P. O. Box 296, Brownsburg, IN 46112. one copy of all information will be retained by the developer for their files.

VI.

OTHER STRUCTURES; VEHICLES, et all

No structures allowed other than the residence without written approval of the developer. (Examples may include size and location for any satellite dish, children's recreational equipment, pool and/or pool houses, or mini-barn(s), etc.)

No commercial or public vehicles, recreational vehicles, boats, house trailers, camping trailers, motorcycles, off-road vehicles are not permitted unless kept in garage. All resident's vehicles shall be parked in driveway and/or garage.

VII.

NUISANCES

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

There shall not be any type of off-road motorized vehicles operated at any time on any Lot within the subdivision.

The storage of damaged or inoperable vehicles on a driveway or street will not be allowed.

VIII.

USE OF LOTS

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

IX.

DOMESTIC PETS, ANIMALS, LIVESTOCK, AND POULTRY

All domestic pets shall be confined indoors after 9:00 p.m. and before 8:00 a.m. Pets will be confined and restrained and kept quiet at all times.

No wild animals, livestock, or poultry of any kind shall be kept or maintained or bred on any lot.

X.

SIGNS

No sign, billboard, or advertising matter shall be erected or displayed on any lot, except as follows after Developer approval of sign:

1. During construction of a dwelling, one non-illuminated sign, not exceeding three feet by four feet in dimension, may be displayed on a lot for the identification of the builder.
2. A temporary, non-illuminated sign, not more than four square feet in area, advertising the property for sale or rent, may be displayed on a lot.

XI.

SUBDIVISION OF LOTS PROHIBITED

No lot shall be further divided or resubdivided. Alteration of boundary lines between lots may be accomplished with the prior written consent of the Developer and in conformity with applicable ordinances and requirements of Hendricks County Planning Commission.

XII.

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

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

XIII.

MAINTENANCE OF LOT AND PROTECTION OF
PROPERTY DURING CONSTRUCTION

Each lot owner shall protect the streets and street-shoulders from damage related to construction activities with respect to his lot, and agrees to keep the streets and driveways clear of equipment and building materials. In connection with any construction, the lot owner shall take appropriate precautions in excavation and movement of earth, so as to prevent siltation and unnecessary erosion, and he shall also comply at his expense with all applicable governmental laws and regulations regarding siltation control. The streets in front of the subdivision shall be cleaned by the lot owner whenever construction activity on his lot results in a significant accumulation of dirt or debris, and if the lot owner should fail to do so, after notification from the Declarant that such cleaning is required, then the Declarant may perform such cleaning and charge the reasonable cost thereof to the lot owner. The foregoing shall in no way create an obligation on Declarant to clean the streets under any circumstances.

XIV.

GARBAGE AND REFUSE DISPOSAL

Refuse and refuse containers shall not be permitted to remain in public view except on days of trash collections. No accumulation or storage of litter, construction debris, or trash of any other kind, shall be permitted on any lot. The burning or burying of any trash, rubbish or debris shall not be permitted on any lot or public area.

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XV.

USE OF OUTSIDE CLOTHESLINES

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

XVI.

FENCES

No fences of any kind may be erected or constructed on any portion of any lot without approval from the Developer.

XVII.

LOT MAINTENANCE

All lots are to be kept mowed/maintained by the owner.

XVIII.

MAILBOXES AND EXTERIOR YARD LIGHT

All lot owners will use the same design of mailbox, and posts to be designated by the Developer; the cost of such items will be the lot owner's responsibility. If lot owner desires to install exterior lighting same will be chosen by Developer and the cost of such item(s) is the lot owner's responsibility.

XIX.

ENFORCEMENT

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

Proceeding to enforce any of these covenants or restrictions, the party against whom enforcement is obtained shall pay the enforcing parties' costs and attorney's fees.

XX.

SEVERABILITY

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

XXI.

EXCLUSIONS

Notwithstanding any other provision of this Declaration, nothing herein shall be construed to prevent the Declarant, or any other party constructing improvements in conformity with the provisions hereof, from permitting commercial vehicles and construction equipment to enter and remain on the street or on the lot being improved, or from storing materials and supplies on such lot, all to the extent reasonably necessary to facilitate such construction.

XXII.

DURATION

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

These covenants and restrictions may at any time be amended or revoked by Creek Ridge, Inc. until such time that all lots are sold and all houses built, at which time covenants and restrictions will be responsibility of lot owners. These covenants supersede any previous covenants.

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DECLARANT

CREEK RIDGE, INC.

By

Merrill Butler

Merrill Butler, VP-Creek Ridge

STATE OF INDIANA
COUNTY OF HENDRICKS

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} SS:

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Before me, a Notary Public in and for said County and State, personally appeared Merrill Butler, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

Witness my hand and Notarial Seal this 9th day of October, 2001.

Stacey Fuller

Notary

My Commission Expires:

8-4-2006

This document prepared by Merrill Butler, Vice President of Creek Ridge, Inc.

RECORDED IN BOOK 149- Page 439



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