

COVENANTS AND RESTRICTIONS FOR HIDDEN LAKE

SUBDIVISION SEVEN

18. Lots 1-18
in Parke County, Union Township, Indiana
Section 1-15-N-6W

48-275-#8588

RECEIVED FOR RECORDING	
VOL 50	/ 130
PAGE	
18	JUN 5 1984
Doris Catlin Recorder Parke County	

Recorded in Plat Book 4 Page 242 Date 6-5-84

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and common facilities and to this end desire to subject the real property described herein to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer and all future owners of said developed property, shall join together into an association for this purpose, an association which may, at the discretion of a majority of the voting members, after one year of operation, be incorporated into a not-for-profit Indiana corporation.

NOW, THEREFORE, the Developer declares that the real property described herein, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions" hereinafter set forth.)

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this instrument or in any instrument supplemental thereto (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to Hidden Lake Subdivision Owners Association, or its successor corporation.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Restrictive Covenants Dedication, or any supplemental instrument under the provisions of Article II thereof.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of the Properties.
- (d) "Original Lot" shall mean lots as shown on approved and recorded plats which shall not include Common Properties.
- (e) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any Original Lot situated upon The Properties whether such ownership be in fee simple title or as land contract vendee, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee except if the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (f) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1 hereof.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Restrictive Covenants, is located in Parke County, Indiana and is more particularly described as follows:

PLAT OF HIDDEN LAKE
SUBDIVISION SEVEN

(See attached Plat in sheets
Recorded in Plat Book 4 Page 242 Date 6-5-84)

and subsequent future additions or subdivisions with any required rezoning within the real estate described as follows:

Situate in the State of Indiana, County of Parke and being a part of Section 1, Township 15 North, Range 6 West of the Second Principal Meridian, more particularly described to-wit:

Beginning at the Southwest corner of the Southeast quarter of the Northwest quarter of Section 1, Township 15 North, Range 6 West; thence South 87 degrees 29 minutes 38 seconds East 660.03 feet with the South line of said Southeast quarter quarter to the Southwest corner of the East half of said Southeast quarter quarter; thence North 0 degrees 45 minutes 53 seconds East 958.42 feet with the West line of said East half quarter quarter to the United States Government Severance Line of Mansfield (Indiana) Reservoir as monumented by the Corp of Engineers in 1980 and 81; thence with said monumented severance line North 89 degrees 43 minutes 12 seconds East 76.35 feet; thence South 71 degrees 33 minutes 48 seconds East 182.74 feet; thence South 72 degrees 25 minutes 13 seconds East 255.14 feet; thence South 58 degrees 49 minutes 23 seconds East 294.24 feet; thence South 62 degrees 15 minutes 03 seconds East 232.07 feet; thence South 41 degrees 48 minutes 08 seconds East 171.40 feet; thence leaving said severance line South 23 degrees 12 minutes 40 seconds East 77.43 feet; thence South 78 degrees 10 minutes 33 seconds West 138.65 feet; thence South 15 degrees 04 minutes 49 seconds West 117.40 feet; thence South 53 degrees 47 minutes 09 seconds East 475.20 feet to the South line of the Southwest quarter of the Northeast quarter of said Section 1; thence North 87 degrees 29 minutes 38 seconds West 635.45 feet with the South line of said Southwest quarter quarter; thence South 0 degrees 35 minutes 29 seconds West 50.03 feet; thence North 87 degrees 29 minutes 38 seconds West 1150.0 feet; 28 minutes 24 seconds West 200.00 feet to the West line of the Northeast quarter of the Southwest quarter of said Section 1 thence North 0 degrees 07 minutes 22 seconds West 225.00 feet with said West line to the Point of beginning, containing 21.83 acres,

Subject to the Flowage Easement granted to the United States of America for the operations of Mansfield (Indiana) Reservoir and all other pertinent easements and rights-of-way of record.

Section 2. Additional plats. Within the area described in Article II, Section 1, all future plats approved by the Zoning Board of Parke County, Indiana, shall become subject to the assessment for their just share in Association expenses. Common properties which are subject to this declaration. The Developer's right to further subdivide shall not be held to bind him to do so. Any succeeding subdivisions shall carry with them the same covenants and restrictions, and will include any future amendments thereto.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

Section 1. Membership

(a) Every person or entity who holds any equitable interest, including the Developer, in any lot or lots included within the Properties as herein defined, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the Association.

provided that such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

20b) Persons not holding an interest in any lot in said Properties may become non-voting members of the Association under terms and conditions prescribed by the Board of Directors.

Section 2, Voting Rights.

The Association shall have one class of voting membership. Voting members shall be all those members who hold the interests required for Membership in Article III, Section 1 (a) attached. When more than one person holds such interest or interests in any lot in said Properties, all such persons shall be members and the vote for each such lot shall be exercised as they among themselves determine. Each member shall be entitled to one vote for each lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements or Enjoyment.

Subject to the provisions of Article IV in Section 2, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Original lot.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The rights of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and
- (b) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (c) The Association shall have the right to charge reasonable admission or other fees for the use and maintenance of Common Properties and said fees and/or charges thereto shall become a lien against the voting property therein.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, being the owner of the Properties, hereby covenants and each subsequent owner by acceptance of a deed or other instrument, be deemed to covenant and agree to pay to the Developer; and then when legal title to the Association; (1) Annual assessments or charges; (2) Special assessments for special 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 to 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 such 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 uses the owner of such property at the time when the assessment falls due.

Section 2. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the Common Property. Such maintenance and improvement shall include but not be limited to the payment of taxes, insurance, and replacement and additions thereto and the supervision thereof.

Section 3. Each lot shall be assessed a \$50.00 membership fee for each lot as sold by the Developer, whether or not. Such assessment may be varied at the annual membership meeting by a two-thirds (2/3) majority of the voting members of said Association present, or at a meeting called for that purpose with thirty (30) days written notice mailed to each member of the Association for the purpose of said meeting, and a quorum being present in either case. There shall be an annual assessment fee of \$100.00.

Section 4. The quorum required for any action authorized by this Article shall be as follows: (a) At any meeting called, as provided above, the presence at the meeting of Members representing at least sixty per cent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called for that purpose with thirty (30) days written notice mailed to each member of the Association for the purpose of said meeting, and a quorum being present in either case. There shall be an annual assessment fee of \$100.00. (b) At any subsequent meeting shall be one-half (1/2) of the required quorum.

at the meeting, provided that subsequent meeting shall be that
 sixty (60) days following the preceding meeting.

Section 5. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the day of the first sale of each lot and shall be due for each lot annually on the first day of Jan, and shall be payable in advance. The due date of any special assessments which may be in the future authorized by the Association for maintenance, improvements, or repair, shall be fixed by resolution authorized such assessment.

Section 6. Duty of Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors, each of whom must be a member of the Association in good standing. The number of Directors shall be not more than six nor less than three. The Board of Directors shall maintain a roster of properties and assessments applicable thereto at all times and shall notify property owners thirty (30) days in advance of their assessment date. Such assessment roster shall be kept in the office of the Association.

Section 7. Effect of non-payment of Assessment. If the assessments are not paid on dates when due, then said assessments and cost of collection thereof becomes a continuing lien on the property which shall bind such property in the hands of the owner, his heirs, devisees, personal representatives and assigns.

Section 8. Subordination of the Lien to Mortgages. The lien of assessments provided therein shall be subordinate to pre-recorded mortgages.

Section 9. The operation of this Association will be carried on by the Board of Directors thereof, who will be elected for one-year terms of office at the annual meeting of the Association, which will be the second Saturday in April of each year at the headquarters of the Association.

The Board of Directors has the authority to enact further by-laws for the welfare of this subdivision, subject to veto by a majority of the members at a legally constituted meeting. They will, on demand, furnish to any owner liable for assessments, a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment.

ADDITIONAL COVENANTS AND LIMITATIONS

1. All lots in these tracts shall be known and described as residential lots, shall be sold and used strictly for residential purposes and no building shall be erected thereon intended for business or commercial purposes. No noxious or offensive activities shall be carried on or performed upon any of the tracts herein surveyed and described which shall constitute a nuisance to the neighborhood or to the owners of other tracts. There shall be no dumping of trash or waste material in the area.
2. No out-buildings or privies shall be maintained on any tracts herein surveyed or described except that one (1) detached garage and one (1) storage building will be allowed for each lot. All sanitary sewage disposal systems must meet the requirements of the Indiana State Board of Health.
3. The roads in this subdivision will be private. Roads with a fifty foot right-of-way will be provided for the use of residents and guests of the subdivision and members of this association only. Therefore when members, residents and/or their guests cross or use the property of others, it is considered trespassing and an invasion of personal rights. Said roadways are private roads and as such will be blocked for a 24-hour period one day each year and recorded by the County Sheriff and will be maintained by the Association entirely or until such time as said roadways are brought up to minimum county standards by the Association and accepted by the County Commissioners after approval of such acceptance by two-thirds majority of the membership of the Association at a special meeting called for that purpose. There will be a twenty (20) mile per hour speed limit within the subdivision.
4. All lots will provide parking facilities in their own premises for owners, occupants, and guests.
5. Residents of Hidden Lake shall have the right to question the presence of persons, who it is believed are alien to residents of this area.
6. Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within 8 feet of all side lot lines and 20 feet on all rear lines in this subdivision. Such other easements are hereby reserved to enter upon the premises if necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc., whether under or above ground. Further easements are reserved as shown on plat. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the six feet strip, as long as such lines do not hinder the construction of buildings on any lots in the subdivision. In forested areas all

22
 utilities will be underground unless proscribed by valid governmental regulations or reasonable construction practices dictate aboveground construction. Utility easements and/or building restrictions will be controlled by the Parke County Zoning Ordinance as amended or by the plat hereto attached, or by these Additional Covenants and Limitations, whichever is the most restrictive.

7. There shall be no dumping on the premises or junk cars parked thereon. The property owners shall have the responsibility of keeping easements and property free of bait cartons, beer cans, rubbish and refuse in general. Dead fish shall be buried or removed from property and/or easements to eliminate contamination of environment and the stench brought about by such practice. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner causing weeds and other growth to be seasonably cut and prevent accumulation of rubbish and debris on the premises.

8. Use of firearms is prohibited in the subdivision and any firing of firearms must be under supervision of adult property owners, and will not intrude on properties of other owners. There will be no hunting, trapping, or molesting of wild animals within the area and all animals classed as "domesticated" will be fenced, tied, or otherwise restrained.

9. Open fires such as leaves, brush, etc., must be kept under constant attention, and fires put out when not attended.

10. Any dwelling erected, placed or altered on any lot in this subdivision must be approved in writing by the Developers prior to start of construction. Such approval will be made upon submission of satisfactory plans, including a grid map showing location of structure on lot. Any structure must conform to the following minimum standard: Any residence erected or placed upon any lot in this subdivision shall have a ground floor area (exclusive of one story, open porches or garages) of not less than 650 square feet.

11. All residences in this subdivision shall be under one roof and only one shall be allowed on any lot. Any structure erected or double wides or modulars must set back not less than 25 feet from the front lot line. There will be no trailers or mobile homes other than double wides or modulars allowed in this subdivision. Future subdivisions shall contain construction and resident specifications not in conflict with this Paragraph 11.

12. These covenants shall run with the land and shall be binding on all parties claiming under them for a period of 20 years and shall be extended for successive periods of 10 years unless and prior to the expiration of any such 10 year period, an instrument signed by the owners of record of a majority of lots in the subdivision has been recorded changing or modifying said covenants in whole or in part.

These restrictions may be amended at any time by a writing signed by the then owners, the fee title of at least two-thirds of the lots in said subdivision, the amendment to be effective when recorded in the office where conveyances of such land are recorded.

Invalidation of any one of these covenants by judgment or decree shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

13. Any dwelling and garage on any lot in this subdivision which may in whole or in part be destroyed by fire, windstorm or for any other reason, must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness.

14. No two or three wheeled powered transportation vehicles of any type will be allowed in the subdivision.

WITNESS our hands and seals this 22nd day of May, 1984.

Jimmie L. Wheeler
 Jimmie L. Wheeler

Jimmie L. Wheeler
 Jimmie L. Wheeler

Loon Nevins
 Loon Nevins

Kathleen Nevins
 Kathleen Nevins

23

STATE OF INDIANA, COUNTY OF PARKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of May, 1984, came Jimmie L. Wheeler, Laverne I. Wheeler, and Leon Nevins and Kathleen Nevins, Recorded owners, and acknowledged the execution of the foregoing instrument.

Jean Ann Jones
Notary Public
A Parke County Resident

My Commission Expires:

Notary Seal
5/17/85

Certificate

Under authority provided by Chapter 174--Acts of 1947 enacted by the General Assembly of the State of Indiana and ordinance adopted by the County Commissioners of Parke County, Indiana, this plat/deed of dedication was given approval by the County of Parke, as follows:

Approved by the County Plan Commission at the meeting held May 24, 19 84.

Edward Kurbatich resident
Lois Scitto Secretary

This instrument prepared by Jimmie L. Wheeler, Owner