

84 38740

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.

MAY 25 8 28 AM '04

13.00
48

Final Plat sunset
yoke Sect

pt E $\frac{1}{2}$ of SE $\frac{1}{4}$ Sec 9 -
15N-2E

Wayne
Jwp

Cheri Maloney
634-6235

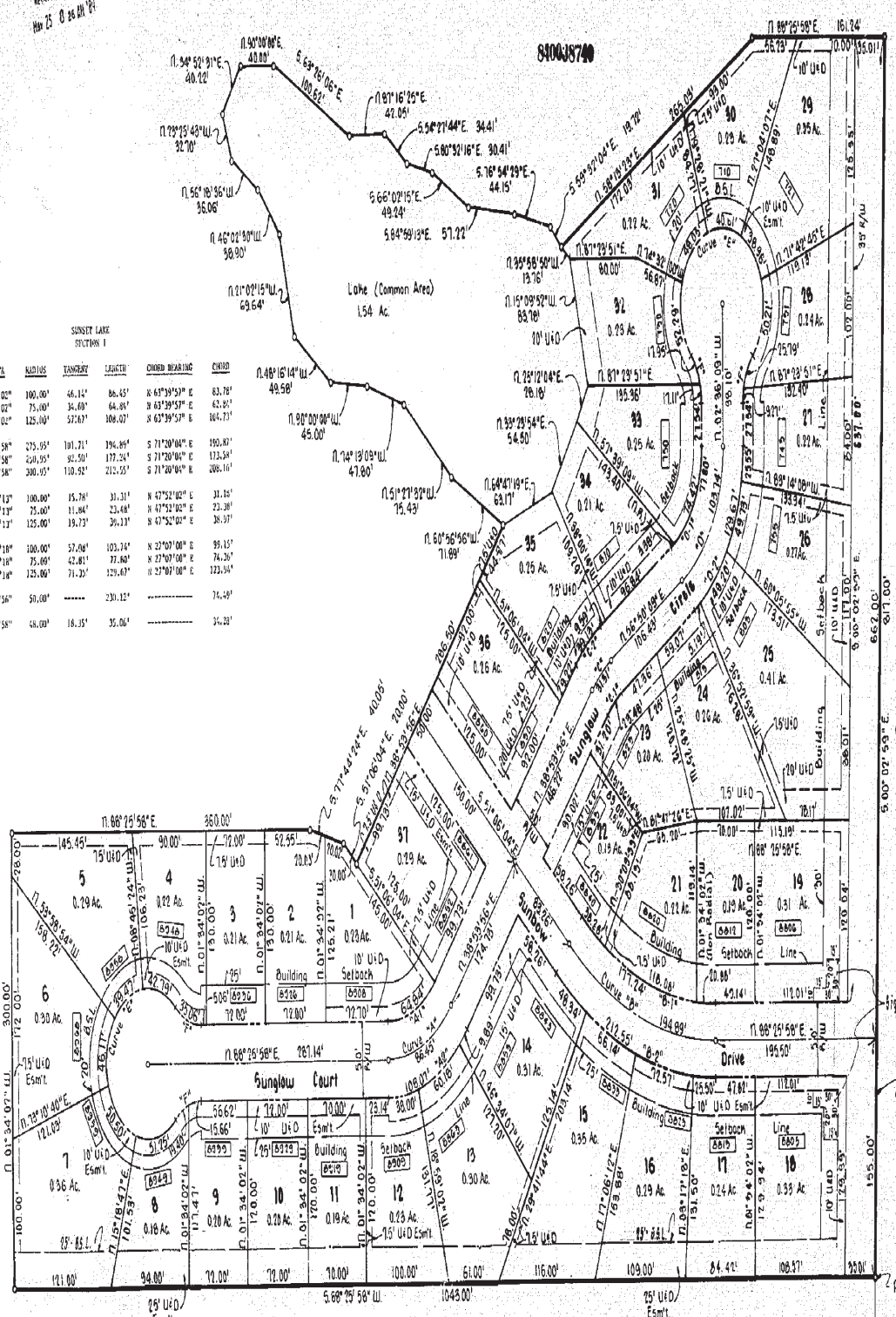
RECEIVED FOR RECORD
 MAY 25 0 26 AM '84

If fence, wall, hedge, or other planting which obstructs site lines at adjacent corners, and also feet above the street shall be placed or removed so as to remain within the triangular area formed by the corner property lines and a 2' line connecting points 20 feet from the corner section of said fence line. The same shall also be observed in all cases with the exception of a fence line which may be placed in a line with the street. In cases where it is desired to retain a fence or other planting, the owner shall be required to install it at sufficient height to prevent obstruction of site lines.

840038740

SUNSET LAKE SECTION I

CURVE	DELTA	RADIUS	TANGENT	CHORD	CHORD BEARING	CHORD
A	49°32'00"	100.00'	46.11'	86.43'	N 63°59'53" E	63.78'
A-1	49°32'00"	75.00'	34.00'	64.00'	N 63°59'53" E	42.81'
A-2	49°32'00"	125.00'	57.00'	100.00'	N 63°59'53" E	64.71'
B	40°23'58"	275.00'	101.21'	194.85'	S 71°20'00" E	190.80'
B-1	40°23'58"	240.00'	82.50'	177.24'	S 71°20'00" E	173.58'
B-2	40°23'58"	300.00'	110.52'	212.55'	S 71°20'00" E	206.10'
C	17°58'13"	100.00'	15.78'	31.31'	N 47°52'00" E	31.25'
C-1	17°58'13"	75.00'	11.84'	23.48'	N 47°52'00" E	23.28'
C-2	17°58'13"	125.00'	18.73'	36.13'	N 47°52'00" E	36.13'
D	59°20'18"	100.00'	57.00'	103.74'	N 27°00'00" E	95.15'
D-1	59°20'18"	75.00'	42.81'	77.80'	N 27°00'00" E	74.20'
D-2	59°20'18"	125.00'	71.25'	129.43'	N 27°00'00" E	123.04'
E	263°41'56"	50.00'	-----	230.12'	-----	74.49'
F	41°50'58"	48.00'	18.35'	35.06'	-----	34.23'



CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify the attached plat to be true and correct, to the best of my knowledge and belief, representing a survey of part of the East Half of the Southwest Quarter of Section 5, Township 15 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Connecting at the Southeast corner of said Half Quarter Section; thence along the East line of said Half Quarter Section North 00°00'59" West 1301.00 feet to the Point of Beginning of the land herein described; thence South 82°23'58" West 1043.00 feet; thence North 01°39'01" West 300.00 feet; thence North 88°29'58" East 300.00 feet; thence South 77°42'24" East 40.00 feet; thence South 51°06'04" East 20.00 feet; thence North 58°53'58" East 266.50 feet; thence North 60°54'55" West 21.89 feet; thence North 51°23'13" West 75.13 feet; thence North 34°13'59" West 47.80 feet; thence North 90°00'00" West 45.00 feet; thence North 48°16'18" West 45.50 feet; thence North 51°02'15" West 69.46 feet; thence North 48°02'30" West 38.20 feet; thence North 34°18'38" East 40.22 feet; thence North 23°25'43" West 32.70 feet; thence North 34°52'31" East 100.62 feet; thence North 90°00'00" East 40.00 feet; thence South 63°28'06" East 100.62 feet; thence North 87°16'25" East 42.05 feet; thence South 54°27'14" East 34.41 feet; thence South 80°22'16" East 30.41 feet; thence South 65°02'15" East 45.24 feet; thence South 84°39'11" East 57.22 feet; thence South 78°54'29" East 44.15 feet; thence South 59°32'04" East 15.77 feet; thence North 38°13'17" East 265.02 feet; thence North 82°55'58" East 161.24 feet to the East line of said Half Quarter Section; thence along said East line, South 00°00'59" East 817.00 feet to the Point of Beginning 1362.25 feet, more or less, subject to any easements, rights-of-way or encroachments.

This Subdivision consists of 37 lots, numbered from 1 to 37, both inclusive, and access as shown herein. The size of lots and widths of streets are shown on this plat in figures denoting feet and decimal parts thereof.

Certified this 28th day of May, 1984
 MID-STATES ENGINEERING CO., INC.
 S. C. MILLER
 Registered Land Surveyor 9788 - Indiana



NOTE: Property lines at all street intersections are founded by an arc having a 15' radius. However, the dimensions shown are to the P.I. of the arc.

Loc. Address: 6949

Note: N.A. - Non-Adj. U.D. - Utility and Drainage Easement

The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any easements, covenants, restrictions or other limitations contained in this plat unless such easements, covenants, restrictions or other limitations have been recorded in favor of the Metropolitan Development Commission. The Metropolitan Development Commission shall be considered to have accepted this plat and shall be bound by its terms. The Metropolitan Development Commission shall be considered to have accepted this plat and shall be bound by its terms.

East line of east half of southeast quarter of sec. 9-15-2

Point of Beginning

SE Corner E. 1/4 S. 15 W. 2 Sec. 9-15-2

MAILED 29 MAY 29 84
 RECEIVED
 MAY 29 84
 REGISTERED LAND SURVEYOR

VOID UNLESS RECORDED BEFORE JUN 8 1985

This Plat Prepared By:
 S. C. MILLER
 Registered Land Surveyor No. 9788 - Indiana

MID-STATES ENGINEERING CO., INC.
 Civil Engineering • Photogrammetry • Surveying
 107 North Pennsylvania Street
 Indianapolis, Indiana 46204
 317-684-0888



Final Plat for SUNSET LAKE Section I

MAY 29 1984

466 E. 106th St. 46204

84 / 38740

7. Assessments shall be equally paid by each owner member within thirty (30) days from date of billing, and there shall be a late charge of ten percent (10%) per month on all delinquent payments.

8. Assessments for maintenance shall be a lien upon the property subordinate only to the lien of a first mortgage, if any, which lien can be enforced by the Board of Managers, any individual property owner who is subject to those lake covenants, or anyone holding a first mortgage lien on a lake-front lot.

9. In the event of a dispute arising from the maintenance, repair and upkeep of the lake or the failure thereof, any owner of a lake-front lot may call a meeting, upon giving notice in writing designating a time and place not less than seven (7) days from date of notice, which time may be shortened in case of dire emergency, at which meeting, by a majority vote, such dispute shall be resolved.

10. The Board of Managers shall not be held personally liable in the discharge of their official duties except for willful and wanton misconduct and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Board of Managers as well as public liability and property damage insurance covering the owners of all lake-front lots for liabilities incurred by reason of lake ownership.

11. No lake-front lot owner nor any person having an interest therein shall do or permit to be done any action or activity unless such activity is first approved by a majority of lake-front lot owners which could result in pollution of the lake, diversion of water, elevation of lake level, earth disturbance resulting in siltation or any other conduct which could result in an adverse effect on water quality, drainage or proper lake management.

12. The Board of Managers on behalf of the Property Owners of any property owner subject to these lake covenants, shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

IN WITNESS WHEREOF, witness the signature of Declarant this 13rd day of May, 1964.

STATE OF INDIANA)
COUNTY OF MADISON)
Before me a Notary Public in and for said County and State personally appeared Harry K. Good, President of Keyco Enterprises, Inc., a corporation organized and existing under the laws of the State of Indiana, who acknowledged the execution the foregoing Declaration of Covenants and Restrictions on behalf of said Corporation, as his free act and deed.

13. The Board of Managers shall have the exclusive right to the use and enjoyment of the lake, shall be owned and controlled as tenants in common of an undivided 1/19th interest by the owners of lots 31 through 35 platted herewith as Sunset Lake Section One; 36 through 40, 42 through 44 and all through 118 as proposed to be platted in later Sections of Sunset Lake (hereinafter called the "Lake-front lots").

14. The owners of the Lake-front lots, members of their families and guests shall have the exclusive right to the use and enjoyment of the lake.

15. The owners of the Lake-front lots, members of their families and guests shall have the exclusive right to the use and enjoyment of the lake.

16. The owners of the Lake-front lots, members of their families and guests shall have the exclusive right to the use and enjoyment of the lake.

17. The owners of the Lake-front lots, members of their families and guests shall have the exclusive right to the use and enjoyment of the lake.

18. The owners of the Lake-front lots, members of their families and guests shall have the exclusive right to the use and enjoyment of the lake.

19. The owners of the Lake-front lots, members of their families and guests shall have the exclusive right to the use and enjoyment of the lake.

20. The owners of the Lake-front lots, members of their families and guests shall have the exclusive right to the use and enjoyment of the lake.

21. The owners of the Lake-front lots, members of their families and guests shall have the exclusive right to the use and enjoyment of the lake.

22. The owners of the Lake-front lots, members of their families and guests shall have the exclusive right to the use and enjoyment of the lake.

23. The owners of the Lake-front lots, members of their families and guests shall have the exclusive right to the use and enjoyment of the lake.

24. The owners of the Lake-front lots, members of their families and guests shall have the exclusive right to the use and enjoyment of the lake.

25. The owners of the Lake-front lots, members of their families and guests shall have the exclusive right to the use and enjoyment of the lake.

26. The owners of the Lake-front lots, members of their families and guests shall have the exclusive right to the use and enjoyment of the lake.



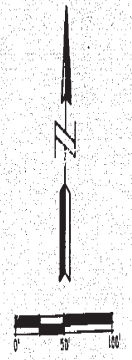
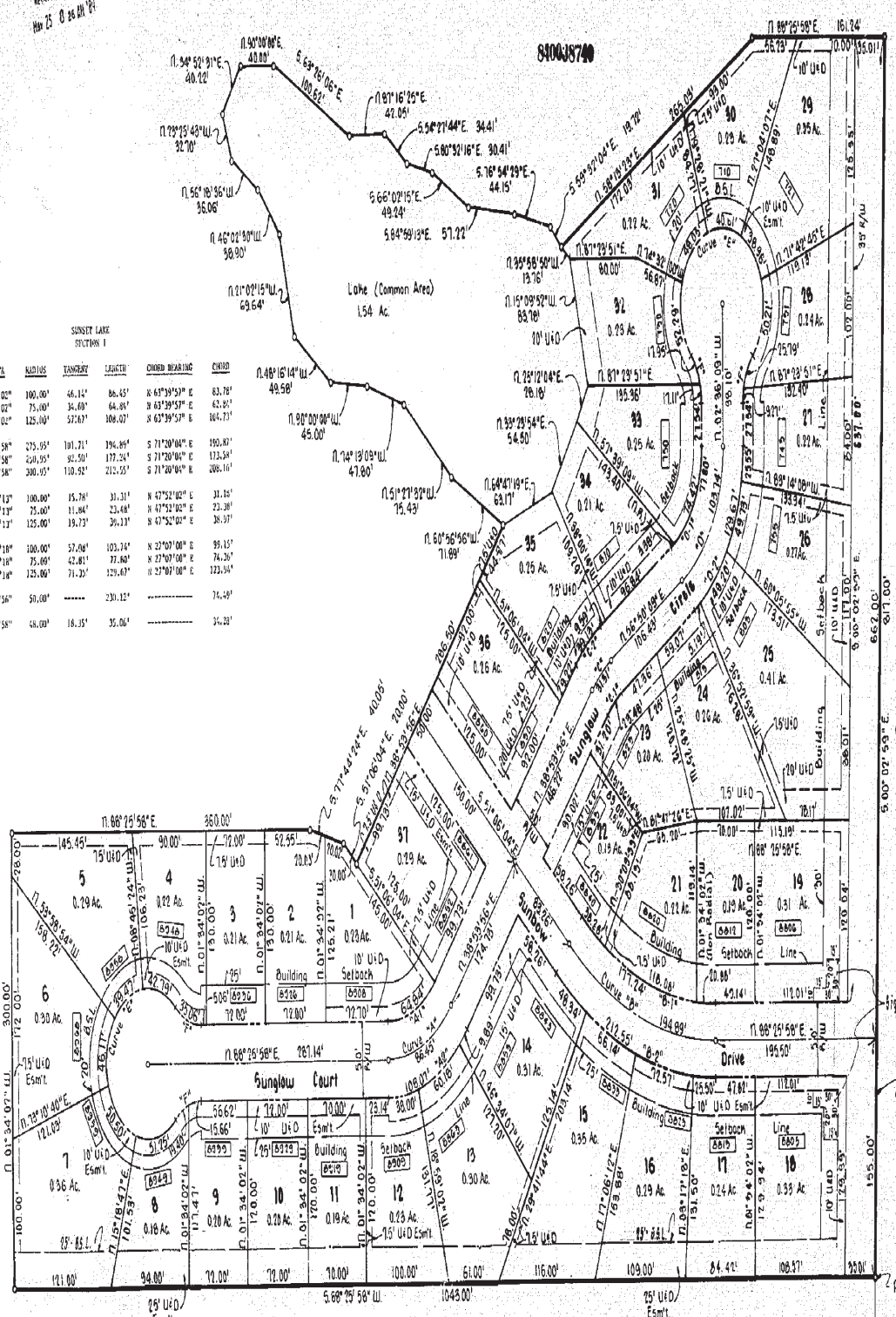
RECEIVED FOR RECORD
 MAY 25 0 26 AM '84

If fence, wall, hedge, or other planting which obstructs site lines at adjacent corners, and also feet above the street shall be placed or removed so as to remain within the triangular area formed by the corner property lines and a 2' line connecting points 20 feet from the corner section of said fence line. The same shall also be observed in all cases with the exception of a fence line which may be placed in a line with the street. In cases where it is required to retain a fence or other planting, the same shall be maintained to a height sufficient to prevent obstruction of site lines.

840038740

SUNSET LAKE
 SECTION I

CURVE	DELTA	RADIUS	TANGENT	CHORD	CHORD BEARING	CHORD
A	49°32'00"	100.00'	46.11'	86.43'	N 63°59'53" E	63.78'
A-1	49°32'00"	75.00'	36.80'	64.98'	N 63°59'53" E	62.81'
A-2	49°32'00"	125.00'	57.03'	106.00'	N 63°59'53" E	84.71'
B	40°23'58"	275.05'	101.21'	194.85'	S 71°20'00" E	190.80'
B-1	40°23'58"	240.05'	82.50'	177.24'	S 71°20'00" E	173.58'
B-2	40°23'58"	300.05'	110.52'	212.55'	S 71°20'00" E	206.10'
C	17°58'13"	100.00'	15.78'	31.31'	N 47°52'00" E	31.25'
C-1	17°58'13"	75.00'	11.84'	23.48'	N 47°52'00" E	23.38'
C-2	17°58'13"	125.00'	18.73'	39.13'	N 47°52'00" E	38.97'
D	59°20'18"	100.00'	57.00'	103.74'	N 27°00'00" E	95.15'
D-1	59°20'18"	75.00'	42.81'	78.80'	N 27°00'00" E	74.30'
D-2	59°20'18"	125.00'	71.25'	129.43'	N 27°00'00" E	123.04'
E	263°41'56"	50.00'	-----	230.12'	-----	74.49'
F	41°50'58"	48.00'	18.35'	35.06'	-----	34.23'



CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify the attached plat to be true and correct, to the best of my knowledge and belief, representing a survey of part of the East Half of the Southwest Quarter of Section 5, Township 15 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Connecting at the Southeast corner of said Half Quarter Section; thence along the East line of said Half Quarter Section North 00°00'59" East 1301.00 feet to the Point of Beginning of the land herein described; thence South 82°23'58" East 1043.00 feet; thence North 01°39'01" East 300.00 feet; thence North 88°29'58" East 300.00 feet; thence South 77°42'24" East 40.00 feet; thence South 51°06'04" East 20.00 feet; thence North 58°53'58" East 266.50 feet; thence North 60°54'55" East 21.89 feet; thence North 51°23'13" East 75.13 feet; thence North 34°13'59" East 47.80 feet; thence North 90°00'00" East 45.00 feet; thence North 48°16'18" East 45.50 feet; thence North 51°02'15" East 69.46 feet; thence North 48°02'30" East 38.00 feet; thence North 34°18'38" East 40.22 feet; thence North 23°25'43" East 32.70 feet; thence North 34°52'31" East 40.62 feet; thence North 90°00'00" East 40.00 feet; thence South 63°28'06" East 100.62 feet; thence North 87°16'25" East 42.05 feet; thence South 54°27'14" East 34.41 feet; thence South 80°22'16" East 30.41 feet; thence South 65°02'15" East 45.24 feet; thence South 84°39'11" East 57.22 feet; thence South 78°54'29" East 44.15 feet; thence South 59°32'04" East 15.77 feet; thence North 38°13'17" East 265.02 feet; thence North 82°55'58" East 161.24 feet to the East line of said Half Quarter Section; thence along said East line, South 00°00'59" East 817.00 feet to the Point of Beginning 1352.25 feet, more or less, subject to any easements, rights-of-way or easements.

This Subdivision consists of 37 lots, numbered from 1 to 37, both inclusive, and access as shown herein. The size of lots and widths of streets are shown on this plat in figures denoting feet and decimal parts thereof.

Certified this 28th day of May, 1984
 MID-STATES ENGINEERING CO., INC.
 S. C. MILLER
 Registered Land Surveyor 9788 - Indiana



NOTE: Property lines at all street intersections are founded by an arc having a 15' radius. However, the dimensions shown are to the P.I. of the arc.

Lot Address: 0244

Note: N.A. - Non-Adjoin
 U.D. - Utility and Drainage Easement

The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any easements, covenants, restrictions or other limitations contained in this plat other than those easements, covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission. The Metropolitan Development Commission shall be considered to have accepted this plat and shall be deemed to have waived any objections to the provisions herein contained, in whole or in part, or any conditions contained in this plat by the Plat Commission.

East line of east half of southeast quarter of sec. 9-15-2

Point of Beginning

SE Corner E. 1/4 S. 1/4 Sec. 9-15-2

MAILED
 MAY 29 1984

VOID UNLESS RECORDED BEFORE JUN 8 1985

This Plat Prepared By:
 S. C. MILLER
 Registered Land Surveyor No. 9788 - Indiana

MID-STATES ENGINEERING CO., INC.
 Civil Engineering • Photogrammetry • Surveying
 107 North Pennsylvania Street
 Indianapolis, Indiana 46204
 317-684-0888



Final Plat for SUNSET LAKE Section I

MUTUAL BENEFIT

WHEREAS, the following facts are true:
 A. Declarant is the sole owner of the fee simple
 title to the real estate located in Marion County, Indiana,
 more particularly described on sheet 1 of 2 attached hereto and
 incorporated herein by this reference, (the "Property") upon
 which Declarant may, but is not obligated to construct single
 family residential houses;

B. Declarant desires to provide for the preservation
 and enhancement of the property values in Sunset Lakes, and to
 this end desires to subject the property to the covenants,
 restrictions and easements set forth herein, each and all of
 which in/for the benefit and enjoyment of the lands in the
 Property and the future owners thereof;

NOW THEREFORE, Declarant hereby declares that all of
 the lands in the Property as they are held and shall be held,
 conveyed, hypothecated or encumbered, loaned, rented, used,
 occupied and improved, are subject to the following
 covenants, all of which are established for the purpose of
 enhancing and protecting the value, desirability and
 attractiveness of the Property as a whole. All of the
 restrictions shall run with the land and shall be binding upon
 the Declarant and upon the parties having or acquiring an
 right, title or interest, legal or equitable, in and to the
 Property or any part or parts thereof subject to such
 restrictions, and shall inure to the benefit of the Declarant
 and any one of the Declarant's successors in title to the
 Property or any part or parts thereof.

1. **DECLARATION.** The following terms, as used in
 this Declaration, unless the context clearly requires
 otherwise, shall mean the following:

- (a) "Declarant" means Hayes Development, Inc.,
 the owner of the Property at the time of the recording of this
 Declaration, its successors and assigns to its interest, or any
 person designated by it in a recorded instrument as having its
 rights hereunder, other than persons purchasing the Property or
 parts thereof by deed from Declarant (unless the conveyance
 indicated an intent that the grantee assume the rights and
 obligations of Declarant);
- (b) "Sunset Lakes" means the name of the
 Declarant's development of which the Property is a part thereof;
- (c) "Owner" means every person or persons or
 entity or entities who in the record owner of the fee or an
 undivided fee interest in the Property or any part thereof and
 may also mean First Mortgagees, their heirs, successors, legal
 representatives or assigns;
- (d) "Property" means the real estate described
 on sheet 1 of 2;
- (e) "Restrictions" means the covenants,
 conditions, easements and restrictions and all other provisions
 set forth in this Declaration, as the same may from time to
 time be amended;

2. **DECLARATION.** Declarant hereby expressly declares
 that the Property be held, transferred, sold, conveyed and
 occupied subject to the restrictions.

3. **DEED REVISIONS.** Declarant hereby grants the
 covenants shown on page one (1) of this Plat; which easements
 reserved for the purpose of installing and maintaining
 utility facilities and for such other purposes incidental to
 the development of the Property, to be perpetual hereof, from
 the date of this instrument. Declarant, its successors and
 assigns, and others Declarant shall assign, shall have full
 right and authority to lay, operate and maintain such drainage
 systems as may be necessary for the development of the Property.

utilities, sanitary sewer and water lines, gas and electric
 lines, communication lines which shall include cable TV, and
 such further public service facilities as Declarant may
 deem necessary. Provided, however, without contracts with
 such vendors shall exist or be contracted for as hereby set
 forth, the declaration shall not be binding on Declarant or any part
 thereof. If said vendors, poles, masts or towers shall be
 installed:

1. PLACEMENT OF UTILITIES AND STRUCTURES.

No person other than Declarant shall construct a
 building or structure of any kind, including additions or
 alterations to existing buildings, fences, screens or walls on
 the Property until the plans and specifications, location and
 site plan thereof, in detail and to scale, have been submitted
 and approved by Declarant prior to commencement of
 construction. This construction shall continue to full force
 and effect until such time as Declarant shall have conveyed
 title to the lot covered by it in Sunset Lakes.

Notional approval of plans and specifications,
 location and/or site plan by Declarant may be based on any
 ground the building purely aesthetic grounds. In the event of
 absolute discretion of Declarant, Declarant shall not be
 responsible for any structural defects in any building or
 structure erected to approved plans and specifications, by
 person other than Declarant.

Plans and specifications for residences submitted to
 Declarant shall contain a site plan to scale with adequate
 provision for landscaping, including the planting of trees and
 shrubs. The determination of whether adequate provision has
 been made for landscaping shall be at the sole discretion of
 Declarant. The required landscaping and all parking strips and
 driveways shall be completed at the time of completion of the
 foundation, or as soon as weather and season permit. All areas
 not covered by buildings, structures, paved parking facilities
 or sidewalks shall be maintained as landscaped areas and shall
 be maintained to the pavement edge of any existing streets or
 sidewalks.

Accessory structures, patios, decks, fireplaces,
 bathrooms, cabinets, childproof playground equipment and other
 accessory buildings or structures shall be permitted in Sunset
 Lakes, however, the construction of such improvements is subject
 to the same restrictions of approval of the plans,

specifications and site plan by the Declarant as is imposed on
 any other improvements on the property, until such time as
 Declarant has conveyed the lot lot owned by it to Sunset
 Lakes. No such improvements shall not be located closer to any
 front, side or rear lot line than the required minimum front,
 side or rear yard distances of the lot building district.
 Swimming pools shall be permitted but shall not be
 located closer to any front, side or rear lot line than the
 required minimum front, side and rear yard distances of the lot
 building district and such pools shall be appropriately fenced.

5. **USE RESTRICTIONS.** No use shall be permitted on
 the Property other than the uses permitted in the D-4 Building
 District Ordinance of Marion County, Indiana.

6. **BLINDINGS.** No billboards or advertising signs of any
 character shall be exhibited in any way on or above the
 Property or any parts thereof or on any improvement thereon
 without the written approval of the Declarant except one
 professional sign of not more than three (3) square feet per
 lot advertising such parcel for sale.

7. **BARBICUT FENCES.** Fences building setback lines are
 hereby established on this plat; no building shall be erected
 or maintained between the established setback lines and the
 property lines of the streets.
 No residence or structure of any kind shall be
 erected closer to the side of any lot than five (5) feet, with
 a total appropriate setback of not less than fifteen (15) feet,
 except fences, nor shall any residence or accessory building be
 erected closer than twenty (20) feet to the rear yard line. In
 the event a building is erected on more than one single lot,
 this restriction shall apply to the establishment of the extreme
 boundary of the multiple lots.

services, telephone and utility lines shall be placed
 underground, but this restriction may be waived in writing by
 Declarant as long as Declarant owns the Property or any part
 thereof. If said vendors, poles, masts or towers shall be
 installed:

9. SIGN AND LIGHT FIXTURES.

All signs and/or light fixtures shall be placed in
 any lot on the Property as they are held and shall be binding
 on Declarant or any part thereof. If said vendors, poles, masts
 or towers shall be installed:

10. MAINTENANCE OF PROPERTY.

In order to maintain
 the standards of the Property, no fences, poles or unsightly
 objects shall be allowed to be placed or unremoved to remain
 anywhere upon the land. Failure to comply shall warrant the
 Declarant to cause the removal from the Property at the expense
 of the owner and Declarant shall hold a lien against the
 Property for the expense thereof.

11. **INDUSTRIAL.** No industry shall be permitted to
 exist or operate on the Property.

12. SALES AND TRANSFERS.

No fence, wall, hedge or other
 planting which obstructs site lines at elevations between two
 (2) and six (6) feet above the street shall be placed or
 permitted to remain on any corner lot within the triangular
 area formed by the street, Property lines and a line connecting
 twenty-five (25) feet from the intersection of said street
 lines or to the corner of a combined Property corner, from the
 intersection of the street lines extended. The same site line
 limitation shall apply to any lot within ten (10) feet from the
 intersection of the street line with the edge of the driveway,
 pavement or alley line. No trees shall be permitted to remain
 within such distances of such intersection unless the foliage
 is maintained at sufficient height to prevent obstruction of
 such site lines.

13. **LOT ACCESS.** All lots shall be accessed from the
 interior streets of the subdivision. No access is permitted
 from bridgeport Road.

14. **SHEDS, TRAILERS, ETC.** No motor, camper, trailer
 of any kind, recreational vehicle or commercial vehicle of
 any kind shall be permitted to park on the Property for more
 than twelve (12) hours unless fully enclosed inside a building,
 or unless the same is necessary and incidental to the
 construction of improvements on the Property.

15. **FERTILIZER AND GASOLINE CONTAINERS.** All trash and
 garbage containers must be placed in walked-in areas so that
 they shall not be visible from any street or adjacent Property
 lots except on days of collection.

16. CLOTHING DRYING LINES.

There shall be no outdoor
 drying of clothes.

17. **ANIMALS.** No farm animals, fowls or domestic
 animals for commercial purposes shall be permitted on the
 Property, generally recognized house pets are permitted in
 any kind to any person for failure to abide by, enforce
 reasonable numbers; all pets when outside must be kept under
 control by their owners and shall not become a nuisance to other
 residences.

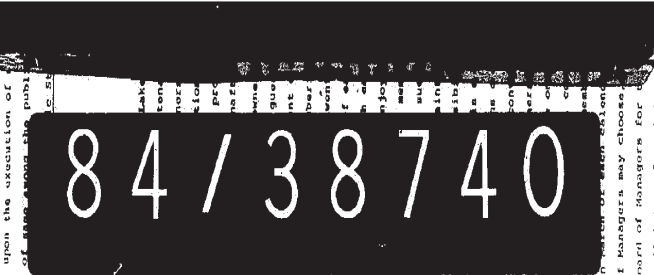
18. **RAVING.** Any fence permitted on the Property or
 any parts thereof must first be approved by Declarant, until
 such time as Declarant has conveyed the lot lot it owns in
 Sunset Lakes.

19. **ENFORCEMENT.** Any owner or Declarant shall have
 the right to enforce, by proceeding at law or in equity, all
 covenants, conditions or restrictions, imposed by this
 Declaration, but Declarant shall not be liable for damages or
 any kind to any person for failure to enforce, by, enforce
 of any kind any of the restrictions.

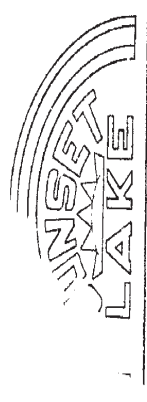
No delay or failure by any person to enforce any of
 the restrictions shall constitute an election to waive any of
 the restrictions or violations thereof shall under any
 circumstances be deemed or held to be a waiver by that
 person of the right to do so hereafter, or an estoppel of
 that person to assert any right available to him upon the
 occurrence, recurrence or continuation of any violation or
 period.

violations of the restrictions
 shall deem it necessary to on
 offending owner shall pay reasonable
 costs if Declarant shall prove
 20. **LIEN RIGHTS.** This
 restrictions and any amendment
 benefit and production of all
 Property or any part thereof
 shall be binding on all parties
 them until January 1, 2003, at
 and restrictions shall be automatic
 period of ten (10) years unless
 a majority vote of those notice
 restrictions and any amendment
 Property.

21. **LIEN RIGHTS.** This
 hereby declared to be inapplicable to
 and of and from
 restrictions. Therefore, if a
 shall be allowed or to be an
 quality of running with the lot
 effect upon the validity, enforce-
 quality of any other of the cov-
 22. **AMENDMENTS.** The
 assignment forever reserves the
 contained restrictions no long
 title to not less than six (6)
 restrictions herein,
 upon the execution of
 of this Declaration and the public
 record.



6. **THE BOARD OF MANAGERS.**
 responsible for maintaining the
 and regulations pertaining to the
 annual budget to assure adequate
 of the Lake Property, including
 Such budget shall be established
 list of each year for the ensuing
 period.



7. Assessments shall be equally paid by each owner member within thirty (30) days from date of billing, and there shall be a late charge of ten percent (10%) per month on all delinquent payments.

8. Assessments for maintenance shall be a lien upon the property subordinate only to the lien of a first mortgage, if any, which lien can be foreclosed by the Board of Managers, any individual property owner who is subject to those lake covenants, or anyone holding a first mortgage lien on a lake-front lot.

9. In the event of a dispute arising from the maintenance, repair and upkeep of the lake or the failure thereof, any owner of a lake-front lot may call a meeting, upon giving notice in writing designating a time and place not less than seven (7) days from date of notice, which time may be shortened in case of dire emergency, at which meeting, by a majority vote, such dispute shall be resolved.

10. The Board of Managers shall not be held personally liable in the discharge of their official duties except for willful and wanton misconduct and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Board of Managers as well as public liability and property damage insurance covering the owners of all lake-front lots for liabilities incurred by reason of lake ownership.

11. No lake-front lot owner nor any person having an interest therein shall do or permit to be done any action or activity unless such activity is first approved by a majority of lake-front lot owners which could result in pollution of the lake, diversion of water, elevation of lake level, earth disturbance resulting in siltation or any other conduct which could result in an adverse effect on water quality, drainage or proper lake management.

12. The Board of Managers on behalf of the Property Owners of any property owner subject to these lake covenants, shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

IN WITNESS WHEREOF, with the signature of Declarant this 13rd day of May, 1964.

REYCO ENTERPRISES, INC. by R. G. Goff, President

STATE OF INDIANA)
COUNTY OF MADISON)
Before me a Notary Public in and for said County and State personally appeared Harry K. Good, President of Reyco Enterprises, Inc., a corporation organized and existing under the laws of the State of Indiana, who acknowledged the execution the foregoing Declaration of Covenants and Restrictions on behalf of said Corporation, as his free act and deed.

WITNESSES my hand and notarial seal this 13th day of May, 1964.

Notary Public
My County of Residence:
Printed Name



Notary Public Seal

13. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

14. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

15. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

16. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

17. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

18. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

19. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

20. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

21. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

22. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

23. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

24. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

25. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

26. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

27. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

28. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

29. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

30. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

31. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

32. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

33. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

34. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

35. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

36. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

37. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.

38. The Board of Managers shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorney's fees.