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Annice R. Mays
RECORDER HENDRICKS COUNTY

"Welch Lake" Restrictive Covenants

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The Undersigned, James E. Welch, Inc., as owners and proprietors of "Welch Lake" located in Guilford Township, Hendricks County, Indiana do hereby this indenture, restrict and covenant the lots and other area within the boundaries in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks and associations and/or anyone who may obtain title to said lots as to the following terms, stipulations, conditions, restrictions, and covenants, to-wit:

1. Fully Protective Residential Area: The following covenants, in their entirety shall apply to all of "Welch Lake" said subdivision being located in Guilford Township, Hendricks County, Indiana.
2. Land and Building Type: No lot shall be used except for residential purposes, nor shall any lot be subdivided. No building shall be erected, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private attached garage for not more than four cars. In the event the purchaser should buy two lots with the purpose of building one single family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots.
3. Dwelling Size: No structure shall be erected, altered, placed or permitted to remain on the real estate described herein other than a one single family dwelling and a private garage. No residence or dwelling shall be constructed on said real estate unless such residence, exclusive of open porches and attached garages, shall have a ground floor area of at least 1,500 square feet, if it is a one-story structure. Two story structures shall have no less than 900 square feet, down, 800 square feet, up, and 500 square feet in garage. Tri-level structures shall have no less than 500 square feet, ground level, 600 square feet, lower level, 600 square feet, upper level, and 500 square feet, garage.
4. Architectural Design and Environmental Control: No building, fence, wall, dock, or other structure shall be erected, placed and altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee. Also, the proposed located of wells, septic systems, destruction of trees and vegetation and any other such matter as may affect the environment and ecology of the "Welch Lake" area shall be the proper concern of the Committee. This Committee shall be composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and locations, or to designate a representative with like authority. The Committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the Committee within fourteen (14) days from the date of submission, it shall be deemed that the Committee has disapproved the presented

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plan. Neither the Committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

- 5. **Building Construction:** Any building or other improvement, once approved and under construction, must be completed within one (1) year from the time construction was started. No building shall be on any lot nearer to the front or side property line than the minimum building set-back lines, as shown on the recorded plat.
- 6. **Drainage and Utility Easements:** The strips of ground marked drainage and utility easements are hereby reserved for the use of Public Utilities, not including transportation companies, for installation and maintenance of poles, mains, ducts, lines and wires and subject at all times to the proper authorities and to the easements herein granted and reserved. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. The drainage easements may be used by the proper authorities including the Hendricks County Ditch board or by any of the several owners of this subdivision or any other sections of this subdivision for the installation and the maintenance of either surface or subsurface drainage. To accomplish said drainage, the existing grade of said easement may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage swales. This covenant hereby grants the Hendricks County Ditch Board the authority to accept all drainage and utility easements for the purpose of establishing legal drain.
- 7. **Landscaping:** All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representative a minimum of once per month during the months of April through September. Any area within twenty (20) feet of the crest of the lake bank shall be sodded within thirty (30) days after construction in that area is completed.
- 8. **Utility Building:** A utility building may be constructed on each lot, if approved by the Architectural and Environmental Control Committee. This utility building is to be constructed in such manner as to meet the standards of construction as used in the construction of the house. The utility building shall be located behind the main dwelling and in no instance shall the utility building be located in front or at the side of the main dwelling.
- 9. **Businesses:** No mercantile building shall be erected, built, or placed on the said described real estate, nor any business of any nature be carried on in a manufacturing, wholesaling, or retailing nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- 10. **Nuisances:** No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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11. **Temporary Structures:** No structure of a temporary character, mobile home, basement, tent, shed, garage, barn or other outbuilding shall be used upon any lot at any time as a residence, either temporarily or permanently. All dwellings must be fully completed upon the exterior before being occupied.
12. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. Said garbage, trash or other waste shall be disposed of weekly by a refuse collection service, designated by the above mentioned Architectural and Environmental Control Committee or a Home Owners Organization if established. No burning of any waste, including leaves, shall be allowed except by an indoor incinerator approved by said Committee. All equipment for the storage and disposal of rubbish shall be kept in a clean and sanitary condition and shall not be so used as to create an offensive sight or odor.
13. **Animals:** No animals, livestock or poultry shall be raised, bred or kept upon any lot except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purposes.
14. **Sewage Disposal:** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such system shall be obtained from said authority. If, in the future, public sewage facilities are made available to the lot owners in this subdivision, each owner therein shall attach to such facilities within two (2) years of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.
15. **Water Supply:** No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from said authority. If, in the future, public water facilities are made available to the lot owners in this subdivision, each owner therein shall attach to such facilities within two (2) years of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.
16. **Sight Distance at Intersections:** There shall be no fences to extend beyond front line of dwelling with the one exception of split-rail for decoration use, at corners, light posts, sidewalks, etc. The possible discussion of said fence locations at discretion of the Committee. There shall not be any fences to exceed 3 feet 6 inches at property lines. This does not include fences at patio or pools.
17. **Fences:** No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all

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- fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hinderance or obstruction to any other property.
18. Storage Tanks: Oil or gas storage tanks shall be either buried or located in a house or garage area.
 19. Signs: No sign of any kind shall be displayed to the public view upon any lot, except that one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Except that, any sign required by law may be displayed.
 20. Hunting or Trapping: No hunting or trapping shall be allowed on any lot or other area within the boundaries of "Welch Lake".
 21. Covenants for maintenance assessments.
 - A. Creation of the Lien and Personal Obligation of Assessments The Developer, being the owner of "Welch Lake" hereby covenants, and each subsequent owner by acceptance of a deed of conveyance, shall, be deemed to covenant and agree to pay to the Association; (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.
 - B. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the "Welch Lake" and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.
 - C. Basis and Amount of Annual Assessments. The original assessment pursuant to the By-Laws of "Welch Lake" shall be in the amount of \$ 75 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 the "Welch Lake" Homeowners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the roadway systems or other properties as required in Article III of the By-Laws of "Welch Lake" 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 it or otherwise.

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D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements, such as the roadway or other properties of the Association, including the necessary fixture and personal property related thereto, provided any such assessment shall have the affirmative 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, provided further that the limitations of Section C hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2, hereof.

F. Quorum for Any Action Authorized under Sections D and E. The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E 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 the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Annual Assessments. Due Dates. The Annual assessments, provided for herein, shall commence on the first day of April, 1984. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.

H. Duties of the Board of Directors. The management,

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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 at any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section F 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 the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. 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 twelve percent (12%) 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, Judgment shall include interest on the total amount as above provided, reasonable attorney's fee, to be fixed by the Court, together with the costs of this action.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, not from the lien or any such subsequent assessment.

K. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Properties of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them

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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.

22. **Motor Limitations:** There shall be no motors or other engine powered craft on the lake exceeding ten (10) horse power. Further, the speed maximum for any boat on the lake shall be five (5) miles per hour.
23. **Masonry:** Any residence constructed on a lot must be finished with brick, masonry or stone to a height of at least 4 feet from the ground level, or 20% total exterior surface shall be brick, masonry or stone on each side.
24. **Erosion Control and Lake Bank Preservation:** The undersigned has provided for erosion control and preservation of the lake bank. All lot owners shall continue these practices that shall be required for erosion control and lake bank preservation and to the extent as may be required by the Hendricks County Engineer and/or the Soil Conservation Service. Any lot owner who fails to continue these practices may have an assessment made upon his lot for the expense that the Welch Lake Property Owners Association shall incur in meeting such practices. This assessment shall be levied and collected in accordance with paragraph 21 of these covenants. Authorization and obligation is hereby provided to the Welch Lake Property Owners Association to maintain such practices in the event a lot owner fails to do so.
25. **Welch Lake Property Owners Association:** All owners of lots shall belong to the Welch Lake Property Owners Association and shall be governed by the By-Laws of such association.
26. **Enforcement:** If the parties hereto, or any of them, their heirs or assignees shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person, or persons owning any lot or lots in said subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title.
27. **Term:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the ten owners of the lots has been recorded agreeing to change said covenants in whole or part.
28. **Severability:** Invalidation of any one of these covenants, by court order, shall in no way, effect any of the other provisions, which shall remain in full force and effect.

In Witness Whereof: The Said Party as Owners and Proprietors of the above described Subdivision has hereunto set their hands and

