



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

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The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

93026756

AMENDMENT AND SUPPLEMENT TO
DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR WILLOW LAKES EAST

THIS AMENDMENT AND SUPPLEMENT made this 22nd day of November, 1993 by THOMAS HOMES, INC. ("Declarant") to amend and supplement the Declaration of Covenants Conditions and Restrictions for WILLOW LAKES EAST made June 17, 1992, and recorded in the Office of the Recorder of Johnson County, Indiana on June 17, 1992 as Instrument No. 92011649, Book 64, Page 730 ("Declaration"),

WITNESSETH THAT:

WHEREAS, Thomas Homes, Inc. was the Declarant in the above-mentioned Declaration; and

WHEREAS, Section 8.13 of the Declaration reserves the right for Declarant to make amendments to the Declaration so long as Declarant owns at least three (3) lots within Willow Lakes East; and

WHEREAS, Declarant owns more than three (3) lots within Willow Lakes East on the date hereof; and

WHEREAS, Declarant plotted a portion of the real estate subject to this Declaration as Willow Lakes East, Section One on June 15, 1992 in the office of the Recorder of Johnson County, Book C, Page 538 A & B; and

WHEREAS, Declarant further platted a portion of the real estate subject to this Declaration as, Willow Lakes East Section Two on November 22, 1993, in the Office of the Recorder of Johnson County, Book C, Page 605 A & B; and

WHEREAS, Section 7 of the Declaration requires that if the Declarant adds further sections expanding Willow Lakes East an Amendment and Supplemental Declaration shall be recorded imposing the terms and conditions of this Declaration upon such sections;

NOW, THEREFORE, pursuant to Section 7 and Section 8.13, the Declarant hereby amends and supplements the Declaration as follows:

- 1. Expansion of Willow Lakes East.

Willow Lakes East is hereby expanded to include, and the Declarant hereby imposes the terms and conditions of the Declaration and this Amendment and Supplement upon, the real estate described as Willow Lakes East Section Two,

the plat of which was recorded in the Office of the Recorder of Johnson County, Indiana on November 22, 1993, Book C, Page 605A+B.

2. Lake Area as Part of Drainage System.

"Lake Area," is hereby inserted after the words "Common Areas," in the Section 2.9 definition of "Drainage System".

3. Siding Restrictions and Brick Requirement.

The following provision shall be inserted as Section 3.32.:

3.32 Siding Restrictions and Brick Requirement.
All structures must be at least two-thirds (2/3) brick on the first floor. No aluminum siding or vinyl shall be used on siding or soffits.

4. Maintenance of Drainage System

4.1 Drainage System in Sections Two and Future Sections Three and Four: The Owners of Lots within Willow Lakes East Sections Two and future sections Three and Four of Willow Lakes East shall be responsible, on a pro-rata basis, for all costs and expenses, including but not limited to the costs for maintenance, repair, taxes, insurance and management ("Drainage System Expenses") associated with the Drainage System within all of Willow Lakes East, excepting that portion located within the streets right-of-way, and further excepting entirely that portion located within Section One. The Association shall be responsible for Drainage System Expenses within the Lake Area but not any expenses relating to the Lake Lot Owners ownership, recreational use or aesthetic improvements and not essential to the functioning of the Drainage System. (Both the Association and the Lake Lot Owners are authorized to procure liability insurance to cover their respective interests). The Drainage System Expenses shall specifically include the responsibility to restore the temporary easements for dredging equipment placement, (as shown on the plat of Willow Lakes Section Two and Three) which arise and are effective only during the period necessary for utilization in connection with Lake Area dredging activities, to as near as is practical the condition of the property affected

as it existed prior to each utilization of the temporary easements for dredging purposes.

- 4.2 Administration by Association: Assessments for all Expenses associated with Drainage System maintenance and/or repair levied, pursuant to this Amendment and Settlement, shall be administered by the Association and identified as the Drainage System Assessment which shall be separate and distinct from the Common Expenses.

5. Lake Area.

- 5.1 Ownership: The Lake Area within Willow Lakes East Section Two as shown on the recorded plat thereof and bounding Section Three ("Lake Area") shall be owned in fee simple by the owners of Lots 49 through 56 and Lots 58 through 61 in Willow Lakes East Section Two and Lots numbered 98-105 in Willow Lakes East Section Three ("Lake Lots"), the owners of said Lots ("Lake Lot Owner(s)") each having an equal and undivided one-twentieth (1/20) tenants in common interest.
- 5.2 Lake Drainage Easement: The Association shall have a permanent easement over, across and under the Lake Area for the purpose of improving, altering, maintaining, dredging, regrading, reconstructing and/or repairing the Lake Area, and all facilities, improvements and appurtenances thereto, as may be necessary for the Lake Area to properly function, serve and provide its intended storm water retention and related Drainage System or drainage benefits to Willow Lakes East, ("Drainage Easement") together with the temporary easement for placement of dredging equipment, as shown on the Plat, if and when such equipment is necessary for the proper maintenance of the Lake Area.
- 5.3 Private Use: The Lake Lot Owners together with guests in their presence, shall have the exclusive rights to the use and enjoyment of said lake within the Lake Area, provided, however, such use and enjoyment of said lake may not interfere with the Drainage System of which the lake is a part and subject to the Association's easement for the maintenance of the Drainage System as provided herein and on the Plat.

- 5.4 Declarant Control: Until such time as Declarant may, in its discretion, determine to relinquish control of the Lake Area, but in no case prior to such time as fifteen (15) Lake Lots are sold, it shall be the responsibility of the Declarant, its successors and assigns, for the maintenance, repair, upkeep and control of said lake and Lake Area. To this end, Declarant shall possess the authority to establish and thereafter shall distribute to each Lake Lot Owner reasonable rules and regulations concerning use of the lake and Lake Area.
- 5.5 Board of Managers: Upon the determination of Declarant to relinquish control of the Lake Area pursuant to this Amendment and Supplement, the Lake Lot Owners shall form an association in which each Lake Lot Owner shall have one vote in the selection of a Board of Managers which shall consist of not less than three nor more than nine members. Thereafter, on the first Saturday in March of each calendar year, the voting members shall elect the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st.
- 5.6 Rules, Regulations and Lake Assessments: The Board of Managers shall thereafter be responsible for establishing rules and regulations pertaining to Lake Area usage as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the Lake Area property including the and surrounding easements. Such budget shall be established annually on or before April 1st of each year for the ensuing twelve (12) month period.
- 5.7 The Board shall specifically adopt rules and regulations relating to landscaping, tiering, terracing, sea-walls or other shoreline protection or decoration, docks, fountains, lighting and other such water and shoreline structures or facilities. No such structures or facilities shall be installed, placed or constructed without the prior approval of the Board of Managers. The Board of Managers shall in no case approve any facilities or structures which in any way negatively effect the drainage functions of the lake or the Drainage Easement rights held by the Association.

- 5.8 Payment of Assessments: Assessments shall be equally paid by each Lake Lot Owner within thirty days from the date of billing, and there shall be a late charge of 2% per month on all delinquent payments.
- 5.9 Lien Rights: Assessments for maintenance shall be a lien upon the Lake Lots subordinate only to the lien of a first mortgage, which lien can be enforced by the Board of Managers or any Lake Lot Owner. By acceptance of deed of title to these Lake Lots, the grantee consents to the lien of assessment and its enforcement provisions together with the costs of collection including reasonable attorneys' fees.
- 5.10 Disputes: In the event of a dispute arising from the maintenance, repair and upkeep of the Lake Area, any Lake Lot Owner 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.
- 5.11 Non-Liability of Board of Managers: 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 all voting members for liabilities incurred by reason of their being a Lake Lot Owner.
- 5.12 Non-Disturbance of Lake Area: Lake Lot Owner or third party shall do or permit to be done any action or activity which could result in pollution of the Lake Area, diversion of water, elevation of lake level, earth disturbance resulting in silting or any conduct which could result in an adverse affect upon water quality, drainage of the subdivision or proper Lake Area management.
- 5.13 Enforcement of Lake Area Rules: The Board of Managers, in behalf of the Lake Lot Owner, or any individual Lake Lot Owner, shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction

of, or violation of, any properly promulgated, rules and regulations or damage caused to the Lake Area, recreational or aesthetic improvements together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys' fees.

5.14 Enforcement of Drainage Easement: The Association or the Johnson County Drainage Board shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of, or violation of, any properly promulgated rules and regulations or damage caused to the Lake Area or interference with the Association's Lake Area Drainage Easement or the functioning of the Drainage System for Willow Lakes East together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys' fees.

6. Amendments to this Amendment and Supplement. Declarant, at his sole discretion, reserves the right to amend this Amendment and Supplement so long as Declarant owns more than three (3) Lots in Willow Lakes East, Section Two provided such amendments do not substantially reduce the Lot Owners' rights hereunder.

All provisions of the Declaration, to the extent they are not inconsistent with the amendments and supplements made herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment And Supplement to be executed on this 22nd day of November, 1993.

THOMAS HOMES, INC.

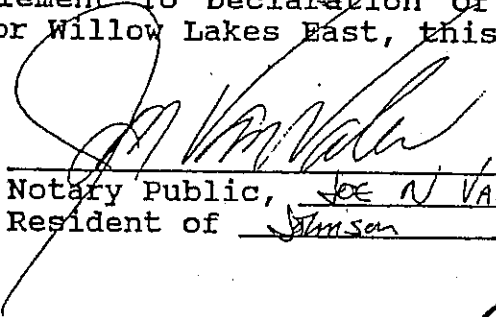
By: Norman R. Thomas President
Norman R. Thomas, President

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public, in and for said State and County, appeared THOMAS HOMES, INC., by its president NORMAN R. THOMAS, who acknowledged, subscribed and swore to the provisions of the foregoing Amendment And Supplement To Declaration Of Covenants Conditions And Restrictions for Willow Lakes East, this 22nd day of November, 1993.

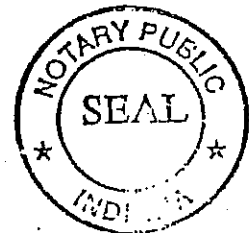
My Commission Expires:

6/19/95


Notary Public, JOE N VAN VALER
Resident of Johnson County, IN

thomas\thomasho.mes\amend-6.ccr

This document prepared by:
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Nov 22 4 23 PM '93

RECEIVED FOR RECORD
BOOK 66 PAGE 509
JACQUOLINE E. KELLER
JOHNSON COUNTY RECORDER

Willow Grove Covenants

We, R & F Development, Inc. by Steven R. Reilly, President, owner of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as Willow Grove - Section Four. All streets shown and not heretofore dedicated are hereby dedicated to the public.

Front building minimum and maximum setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected or maintained no buildings or structures. The strips of ground shown on this plat and marked drainage and utility easement (D. & U.E.) are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, line and wires, drainage facilities. The strips of ground are subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained on said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of the other lots in this subdivision.

This subdivision shall be subject to the following restrictions which shall operate as perpetual covenants.

- 1. Drainage Swales (Ditches)** along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners). Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts are installed as set out in 7-52.9 of the Hancock County Subdivision Control Ordinance.
- 2. Altering Drainage Swales.** Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered mail to repair said damage, after which time, if no action is taken, the Hancock County Drainage Board (Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.
- 3. Corner Lots** No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevation between 2.5 and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of said street lines (40 feet for minor streets and 75 feet for arterial streets) or in the case of a rounded property corner from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines.
- 4. Drains** No sump pump drains or other drains shall outlet on to the street. No drainage structures shall be located within driveways limits.
- 5. Right-of-way** No trees shall be planted in the Hancock County right-of-way.
- 6. Driveways** All driveways and vehicle parking areas shall be hard surfaced with either concrete, asphalt or brick. No gravel or stone driveways will be permitted.
- 7. Minimum living space areas.** The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements below ground level shall contain no less than 1600 square feet of ground floor living area for a one-story structure or 1000 square feet of minimum ground floor area if higher than one-story, provided higher than one story structures shall have a minimum of 2000 square feet of total living area, and each dwelling shall have a two or three car, attached garage.
- 8. Residential Use Only** All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, basement, or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, junk yard or commercial business will be permitted in the subdivision.
- 9. Building Location** No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distance for the primary dwelling. No accessory building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.
- 10. Health Concerns** All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.
- 11. Nuisances** No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.
- 12. Limitation On Time** All residential construction must be completed within one year after the starting date, including the final grading.
- 13. Parking Limitations** No boat, camper, bus or trailer shall be parked closer to the street than the building setback line. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any street thereof.
- 14. Storage Tanks** All fuel storage tanks in this subdivision shall be buried below ground.
- 15. Fencing** No fence or wall shall be erected or placed on any lot nearer to any street than the front of the residence. All fencing must be maintained in good condition.
- 16. Antennas** Any external TV Antenna or satellite dish shall be placed behind the residence.
- 17. Design Requirements** Each one story and 1½ story residence shall have an exterior constructed of no less than 85% brick or stone. Each 2 story residence shall have an exterior construction of no less than 50% brick or stone. All exterior siding shall be horizontal with the exception of the gables where vertical siding will be allowed. All chimneys must be brick or stone veneer on all sides. The roof shall be no less than 6/12 pitch. These requirements may be waived by the developers or their assigns. The intent of these waivers is to allow Farmhouse, Victorian, Colonial and similar designs to be built with less brick and stone. With these designs, a brick chimney is still required. Other requirements may be stipulated by the Developer on a case by case basis during this waiver process. All waivers will be in writing.
- 18. Construction Methods** No modular or concrete homes will be permitted in this subdivision. No wood foundations shall be permitted.
- 19. Outbuildings** All outbuildings shall be constructed of new materials and be similar in appearance (similar in appearance shall mean same roof color and same trim color) with the residence on the lot on which the building is being built. No metal outbuildings shall be permitted.
- 20. Homeowners Association** Each lot owner shall be required to join the Homeowners Association for the purposes outlined in the Home owners Association By-laws.
- 21. Swimming Pools** Swimming pools must be placed behind the residence. All pools must be below ground.
- 22. Pets** No animals, livestock, or poultry of any kind shall be raised bred or kept on any lot, except dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owners premises.
- 23. Lot Maintenance** All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner.
- 24. Duration of Covenants** The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2014 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by vote of these persons who are then the Owners of the majority of the numbered lots in the Development.
- 25. Enforcement of Covenants** The covenants may be enforced by any owner of any of the real estate in this subdivision, including the developer. However, such time as the developer no longer owns any property contained in this subdivision Section, the developer no longer has any right, obligation or standing to enforce any covenant herein.
- 26. Block B** has been created to provide for emergency ingress and egress from County Road 700 West to South Southway Drive. It shall be maintained as such and kept open and unobstructed by the developer until such a time that title is transferred to the Homeowners Association at which time the Homeowners Association shall be responsible for the same. Block B is further platted as a walking trail easement in favor of the Homeowners Association, who shall be responsible for the maintenance and upkeep of any improvements therefor. Block B is further platted as a drainage and utility easement (D. & U.E.) and the Homeowners Association shall only improve and maintain said Block subject to the rights of the public utilities.