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Subdivision Covenants and Restrictions

12437

ENTERED FOR RECORD 241
BOOK 27 JUN 18 1971 PAGE 241
Mary Margaret Carlon
RECORDER HENDRICKS COUNTY

CARDINAL ESTATES

DECLARATION OF COVENANTS

THE UNDERSIGNED, Ivan S. Henry and Ethel F. Henry, husband and wife, as owners and proprietors of Cardinal Estates in Hendricks County, Indiana, do hereby and by this indenture, restrict and covenant the lots in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representateive, and to any person, persons, corporations, banks, associations and/or anyone who may obtain title to said lots, as to the following terms, stipulations, conditions, and covenants, to-wit:

1. LOT USE: No portion of the said real estate shall be used except for single family residential dwelling purposes, nor shall any lot be further subdivided.

2. DWELLING LOCATION: No building shall be located on any lot nearer to the front property line than the minimum setback line shown on the plat, nor nearer than ten (10) feet to a side property line.

3. DWELLING SIZE: The ground floor area of the main structure, exclusive of one story porches, and garages shall NOT be less than 1300 square feet in the case of a one story structure, nor less than 1000 square feet in the case of a multiple story structure and no less than 1500 square feet of finished floor area in such multiple story structures.

4. DWELLING MATERIALS: All dwellings must be constructed with 100 per cent of the exterior walls covered with stone or brick veneers. No imitations of stone or brick may be used.

5. UTILITY BUILDINGS: One utility building, a maximum of 10 feet by 12 feet in size will be permitted per lot. Any such building shall be located no nearer than 100 feet of the front property line.

6. TEMPORARY RESIDENCE: No temporary structure, mobile home, tent, basement, shack, garage or other outbuilding shall be used on any lot as a residence at any time, either temporarily or permanently.

7. ANIMALS: No livestock of any kind except household pets shall be kept on any portion of the above described real estate.

8. OFFENSIVE ACTIVITIES: No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. GARBAGE AND REFUSE DISPOSAL: No lot shall be used as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

10. 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. The absorption field shall not be less than four hundred (400) square feet per bedroom.

11. 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.

12. STREETS: A thirty (30) foot strip of ground from the front of all lots facing County Road 250 E to the center line of said road is hereby dedicated to the public.

13. UTILITY EASEMENTS: The strips of ground fifteen (15) feet in width as shown on the plat and marked utility easement are hereby reserved for the use of public utilities not including transportation companies, for the installation and maintenance of poles, mains, lines, and wires. No permanent building or other structures are to be erected or maintained on utility easements.

14. LANDSCAPING: All lots in this subdivision shall be improved with three (3) deciduous type shade trees within one year of the erection of a permanent structure. 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.

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15. SIGNS: No sign of any kind shall be displayed to the public view, on any lot, except one sign of not more than 5 square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

16. 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 then owners of the lots has been recorded agreeing to change said covenants in whole or part.

17. 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 lots in said subdivision to prosecute by any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so 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.

18. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF: the said parties as owners and proprietors of the above described subdivision has hereunto set their hands and seal this the 3 day of June 1971.

Ivan S. Henry Ethel F. Henry

STATE OF INDIANA }
COUNTY OF HENDRICKS } SS

Before Me, The Undersigned, A Notary Public within and for said County and State, personally appeared Ivan S. Henry and Ethel F. Henry, husband and wife as owners and proprietors of the above described subdivision acknowledged the execution of the above and foregoing Protective Covenants as their Voluntary Act and Deed.

Witness My Hand and Notarial Seal, this 3 day of June 1971. My Commission Expires April 19, 1975

Paul L. Wilson
Notary Public

	PHONE 839-2412 OR 839-2909 RICHARD A. LEWIS REGISTERED ENGINEER AND LAND SURVEYOR 324 SOUTHMORE STREET PLAINFIELD INDIANA 46168	DATE SCALE DRAWN BY

592

AMENDED

ENTERED FOR RECORD
BOOK 59 JUL 27 1971 AT 1:32 PM
PAGE 367

CARDINAL ESTATES

DECLARATION OF COVENANTS

RECORDER HENDRICKS COUNTY

THE UNDERSIGNED, Ivan S. Henry and Ethel F. Henry, husband and wife, as owners and proprietors of Cardinal Estates in Hendricks County, Indiana, do hereby and by this indenture, restrict and covenant the lots in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representative, and to any person, persons, corporations, banks, associations and/or anyone who may obtain title to said lots, as to the following terms, stipulations, conditions, and covenants, to-wit:

1. LOT USE: No portion of the said real estate shall be used except for single family residential dwelling purposes, nor shall any lot be further subdivided.

2. DWELLING LOCATION: No building shall be located on any lot nearer to the front property line than the minimum setback line shown on the plat, nor nearer than ten (10) feet to a side property line.

3. DWELLING SIZE: The ground floor area of the main structure, exclusive of one story porches, and garages shall NOT be less than 1260 square feet in the case of a one story structure, nor less than 800 square feet in the case of a multiple story structure and no less than 1300 square feet of finished floor area in such multiple story structures.

4. DWELLING MATERIALS: All dwellings must be constructed with 50 per cent of the exterior walls covered with stone or brick veneers. No imitations of stone or brick may be used.

5. UTILITY BUILDINGS: One utility building, a maximum of 10 feet by 12 feet in size will be permitted per lot. Any such building shall be located no nearer than 100 feet of the front property line.

6. TEMPORARY RESIDENCE: No temporary structure, mobile home, tent, basement, shack, garage or other outbuilding shall be used on any lot as a residence at any time, either temporarily or permanently.

7. ANIMALS: No livestock of any kind except household pets shall be kept on any portion of the above described real estate.

8. OFFENSIVE ACTIVITIES: No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. GARBAGE AND REFUSE DISPOSAL: No lot shall be used as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

10. 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. The absorption field shall not be less than four hundred (400) square feet per bedroom.

11. 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.

12. STREETS: A thirty (30) foot strip of ground from the front of all lots facing County Road 250 E to the center line of said road is hereby dedicated to the public.

13. UTILITY EASEMENTS: The strips of ground fifteen (15) feet in width as shown on the plat and marked utility easement are hereby reserved for the use of public utilities not including transportation companies, for the installation and maintenance of poles, mains, lines, and wires. No permanent building or other structures are to be erected or maintained on utility easements.

14. LANDSCAPING: All lots in this subdivision shall be improved with three (3) deciduous type shade trees within one year of the erection of a permanent structure. 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.

15. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sale period.

16. 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 then owners of the lots has been recorded agreeing to change said covenants in whole or part.

17. 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 lots in said subdivision to prosecute by any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so 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.

18. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF: the said parties as owners and proprietors of the above described subdivision has hereunto set their hands and seal this the 3 day of June 1971.

Ivan S. Henry Ethel F. Henry

STATE OF INDIANA }
COUNTY OF HENDRICKS } SS

Before Me, The Undersigned, A Notary Public within and for said County and State, personally appeared Ivan S. Henry and Ethel F. Henry, husband and wife as owners and proprietors of the above described subdivision acknowledged the execution of the above and foregoing Protective Covenants as their Voluntary Act and Deed.

Witness My Hand and Notarial Seal, this 3 day of June 1971. My Commission Expires April 19, 1975

Paul L. Wilson
Notary Public

Refer to Miscellaneous Record Book 59, pages 241 and 242 for original Declaration of Covenants.

PHONE 839-2412 OR 839-3908
RICHARD A. LEWIS
REGISTERED ENGINEER AND LAND SURVEYOR
324 SOUTHMORE STREET
PLAINFIELD, INDIANA 46168

DATE
SCALE
DRAWN BY

DECLARATION OF RESTRICTIVE COVENANTS BY
R. N. THOMPSON & ASSOCIATES, INC.
HEREINAFTER CALLED DEVELOPER

WITNESSETH:

WHEREAS, Developer is the land contract purchaser of real property described in Article II of this Declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, waterways, and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces, waterways, and other common facilities; and to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) 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 of a part thereof; and

WHEREAS, Developer has caused to be formed, for the purpose of preservation of the values and amenities in said community, an association to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and enforcing and collecting the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall cause said association to be incorporated under the laws of the State of Indiana, as a non-profit corporation.

NOW, THEREFORE, the Developer declares that the real property described in Article II, 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 Declaration or any supplementary Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Shoal Creek Estates Property Owners Association.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplementary Declaration under the provisions of Article II, hereof.

(c) "Common Properties" [illegible]

[illegible]

(c) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities, of fee simple 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.

(d) "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 this Declaration, is located in Hendricks County, Indiana and is more particularly described as follows:

PLAT OF SHOAL CREEK ESTATES (SEE INSIDE FRONT COVER).

A part of the West half of Section 6, Township 16 North, Range 2 East, Brown and Lincoln Township, Hendricks County, Indiana and being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said West half run thence North 00 degrees East on and along the West line of said half section, said line also being the centerline of County Road 1000E, 1187.25 feet to the beginning point of this description; thence continue on the last described course 1073.000 feet; thence run South 89 degrees 54 minutes 3.500 seconds East 2332.779 feet; thence run South 00 degrees 31 minutes 13.983 seconds West 499.103 feet to the East line of Penn Central Railroad; thence run South 36 degrees 17 minutes 57.175 seconds East on and along the East line of said railroad 594.00 feet; thence run North 89 degrees 56 minutes 40.820 seconds East 915.701 feet; thence run South 00 degrees 16 minutes 1.920 seconds East 914.042 feet; thence run North 89 degrees 56 minutes 59.070 seconds East 1315.612 feet to the East line of Toronto East Hill, said line being centerline of County Road 1000E, and the point of beginning, containing 64.194 acres, more or less and subject to all legal highways, rights-of-way, and easements of record.

all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Additional Lands may become subject to this Declaration.

(a) The Developer, its successors and assigns, shall have the right to bring additional lands located in Hendricks County, Indiana into the scheme of this Declaration. Such proposed additions, if made shall become subject to assessment for their just share of Association expenses. The Common Properties within all such additions shall be devoted to the common use and enjoyment of all owners of properties which are subject to this Declaration. The Developer's rights to bring additional lands into the Declaration shall not be held to bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the land described herein. Any additions authorized under this and the succeeding subsections shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property. Such Supplementary Declarations may contain such complementary additions and modifi-

Section 2. Title to Common Properties.

The Developer shall retain the legal title to the Common Properties, but no longer than such time as there shall be 80% of the lots in the Properties including all additions thereto and the aggregate of the outstanding balances of the sales prices therefor has been reduced to 80% thereof, but not later than fifteen (15) years from the date of the recording of this document, at which time Developer shall convey to the Association such Common Properties with all improvements.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The Developer and the Association, in accordance with its Articles and By-laws, may borrow money for the purpose of improving the Common Properties and in aid thereof may mortgage said properties. The members' rights and easements in the Common Properties shall be subordinate to any mortgage given by the Developer or Association as security for funds borrowed for such purposes. Any indebtedness which shall be created for the purpose of making improvements to the Common Properties shall be an obligation of the Association. In the event of a default upon any such mortgage, the lender or mortgagee shall only have the rights afforded under the mortgage or security agreement and under the laws of the State of Indiana including, but without limitation, the right of the Properties to charge assessments and other fees as a condition to continued enjoyment by the members, and to foreclose upon the enjoyment of such properties in a manner provided. At the properties shall revert to the Developer, all rights of the members hereunder shall be restored, subject

(b) The rights of the Association to take such steps as are reasonably necessary to protect the above-described Common Properties; and

(c) The right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any member for any period during which any assessment against such member's property remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties.

ARTICLE

OWNERS' ASSESSMENTS AND LIENS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer, being the owner of all the properties, hereby covenants, and each subsequent owner by acceptance of a deed of conveyance, shall, be deemed to covenant and agree to pay to the Developer, and then, upon legally formed, 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. The annual and special assessments, together with such interest thereon and costs 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 assessment is made. Then each 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 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

2

State of Indiana)
) SS:
County of Hendricks)

BOOK 76 PAGE 417

Before me, a Notary Public, in and for said County and State, personally appeared Robert N. Thompson, President of R. N. Thompson & Associates, Inc., and acknowledged the execution of the foregoing instrument as his voluntary act and deed for the use and purpose therein expressed.

Witness my hand and seal this 16th day of May, 1978.

(Signature) Bettie J. Mitchell
Notary Public

(Printed) Bettie J. Mitchell

My commission expires:

May 2, 1982

County of Residence:

Marion

This instrument was prepared by Susanne B. Jones,
Ice Miller Donadio & Ryan, 10th Floor, 111 Monument Circle,
Indianapolis, Indiana 46204.

1627

ENTERED FOR RECORD
BOOK 115 NOV 18 1988 PAGE 966
Bonnie L. Moyland
HENDRICKS COUNTY RECORDER

BOOK 115 PAGE 966

AMENDMENT TO

DECLARATION OF RESTRICTIVE COVENANTS

FOR SHOAL CREEK ESTATES

THIS AMENDMENT, made this 14th day of July, 1988, by the Shoal Creek Homeowners Association, Inc. and its individual members who are members of the Shoal Creek Homeowners Association, (hereinafter referred to as "Association"),

WITNESSETH:

A. WHEREAS Section 5 of Article IV of the Declaration of Restrictive Covenants by R. N. Thompson & Associates, Inc. hereinafter called "Developer", as recorded May 11, 1973, in book 63, pages 546-55, in the office of the Recorder of Hendricks County, Indiana, which apply to Shoal Creek Estates, a subdivision in Hendricks County, Indiana, as per plats thereof recorded May 11, 1973, in Plat Book, 63, page 546, and June 3, 1977, in Plat Book 73, page 633, all in the office of the Recorder of Hendricks County, Indiana, provides for the method of amendment of the assessment amounts due under said Declaration; and,

B. WHEREAS, on July 14, 1988, a meeting of members of the Shoal Creek Homeowners Association was held pursuant to notice as set forth in the said Declaration of Restrictive Covenants, that being at least 30 days in advance, wherein 34 of 42 lot owners were represented in person or by proxy, that being proper quorum, a proper quorum being sixty percent (60%) of the members, and,

C. WHEREAS, a vote was cast on the issue of amending the said Declaration of Restrictive Covenants which should be made of record.

NOW THEREFORE, the Association, by its officers, hereby states that the following amendments to said Declaration of Restrictive Covenants recorded in Book 63, page 546-55, were passed and should be entered of record;

1. Article V, Section 3, is amended to provide that effective April 1, 1989, the annual assessment shall be $125.00 per each Original Lot.

2. A special assessment under Article V, Section 4, to be used solely for repairs and dredging to the creek between the two bridges on the east side of the creek, in the amount of Fifty Dollars ($50.00) per each Original Lot, shall be due on September 14, 1988.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed the day and year first above written.

SHOAL CREEK HOMEOWNERS ASSOCIATION, INC.

By: Glenn O. Litts
President

By: Joyce A Compton
Secretary

STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared GLENN O. LITTS and JOYCE A. COMPTON, the President and Secretary of Shoal Creek Homeowners Association, Inc. who acknowledged the execution of the foregoing Amendment to Declaration of Restrictive Covenants for Shoal Creek Estates, for and on behalf of said Corporation.

Witness my hand and Notary Seal this 7th day of NOVEMBER, 1988.

My Commission Expires:
JANUARY 28, 1991

Gwendolyn F. Rogers
Notary Public
Printed Name GWENDOLYN E. ROGERS
County of Residence HENDRICKS

This instrument prepared by Charles E. Hostetter, Attorney at Law.

15578

AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
FOR SHOAL CREEK ESTATES

THIS AMENDMENT, made this 18 day of August, 1992, by the Shoal Creek Homeowners Association, Inc. and its individual members who are members of the Shoal Creek Homeowners Association, (hereinafter referred to as "Association"),

WITNESSETH:

A. WHEREAS Section 5 of Article IV of the Declaration of Restrictive Covenants by R.N. Thompson & Associates, Inc. hereinafter called "Developer", as recorded May 11, 1973, in book 63, pages 546-55, in the office of the Recorder of Hendricks County, Indiana, which apply to Shoal Creek Estates, a subdivision in Hendricks County, Indiana, as per plats thereof recorded May 11, 1973, in Plat Book, 63, page 546, and June 3, 1977, in Plat Book 73, page 633, all in the office of the Recorder of Hendricks County, Indiana, provides for the method of amendment of the assessment amounts due under said Declaration; and,

B. WHEREAS, on SEPT 14, 1991 a meeting of members of the Shoal Creek Homeowners Association was held pursuant to notice as set forth in the said Declaration of Restrictive Covenants,

ENTERED FOR RECORD

AUG 24 1992 1:30

BOOK 132 Guy Bradley PAGE 303-305

HENDRICKS COUNTY RECORDER

BOOK 132 PAGE 303

that being at least 30 days in advance, wherein 34 of 42 lot owners were represented in person or by proxy, that being proper quorum, a proper quorum being sixty percent (60%) of the members, and,

C. WHEREAS, a vote was a cast on the issue of amending the said Declaration of Restrictive Covenants which should be made of record.

NOW THEREFORE, the Association, by its officers, hereby state that the following amendment to said Declaration of Restrictive Covenants recorded in Book 63, page 546-55, was passed and should be entered of record;

Article V, Section 3, is amended to provide that effective April 1, 1993, the annual assessment shall be $150.00 per each Original Lot. The annual assessment of $150.00 shall be divided into two funds to be used as follows:

(a) $100.00 of each assessment will be deposited into the common maintenance, general purpose fund to be used for general upkeep of the Association areas; and

(b) $50.00 of each assessment will be deposited into a general lake dredging fund to be retained and accumulated for use periodically to have the lake dredged. Until such lake dredging fund is used, it shall be maintained in an interest bearing account or investment which account or investment is fully guaranteed by the federal government of the United States, or an agency thereof.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed the day and year first above written.

SHOAL CREEK HOMEOWNERS ASSOCIATION INC.

By: _____
President

By: _____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Glenn Ritter and Joseph Clemons, the President and Secretary of Shoal Creek Homeowners Association, Inc. who acknowledged the execution of the foregoing Amendment to Declaration of Restrictive Covenants for Shoal Creek Estates, for and on behalf of said Corporation.

Witness my hand and Notary Seal this 18th day of August 1992.

My Commission Expires:
March 29, 1996

_____
Notary Public
Printed Name Jonathan L. Jordy
County of Residence Hendricks

This instrument prepared by Mark S. O'Hara, Attorney at Law.