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## Subdivision Covenants and Restrictions

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR IRONWOOD LAKE SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this 1st day of May, 1987, by SANDERS BUILDING & CONTRACTING CO., INC., hereinafter referred to as the "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the sole owner of certain real property located in Hendricks County, Indiana, and described as follows:

Part of the West Half of the Northwest Quarter of Section 13, Township 16 North, Range 1 East in Hendricks County, Indiana, more particularly described as follows:

Beginning at a point on the West line of the said West Half South 00 degrees 00 minutes 00 seconds (assumed bearing) 1324.26 feet of the Northwest corner thereof; thence South 89 degrees 31 minutes 27 seconds East parallel with the South line of the said West Half 1345.57 feet to the East line of the said West Half; thence South 00 degrees 06 minutes 43 Seconds West along the said East line 1349.22 feet to the Southeast corner of said West Half; thence North 89 degrees 31 minutes 27 seconds West along the South line of the said West Half 1125.14 feet to a point which lies South 89 degrees 31 minutes 27 seconds East 217.8 feet from the Southwest corner of the said West Half; thence North 00 degrees 00 minutes 00 seconds parallel with the West line of the said West Half Quarter Section 200.00 feet; thence North 89 degrees 31 minutes 27 seconds West parallel with the South line of the said West half Quarter Section 217.8 feet to the said West line; thence North 00 degrees 00 minutes 00 seconds along the West line of the said West Half 1149.24 feet to the point of beginning, containing 40.636 acres, more or less. Subject to all legal easements and rights of way.

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*Bonnie R. Morgan*

AND, WHEREAS, the Declarant desires that a dignified, high-quality residential community be developed and maintained on the said property, that all site planning, building and landscaping be attractive and harmonious with the surroundings and that the peaceful character of the property be protected; and, to these ends, desires to subject the property to the covenants, conditions, and restrictions hereinafter set forth, it being intended that such covenants, conditions, and restrictions shall run with the land and shall be binding upon all persons and entities having or acquiring any right, title, or interest in any portion of the said property, and shall inure to the benefit of each owner thereof;

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

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

NOW, THEREFORE, Declarant, for and in consideration of the premises and the covenants contained herein, does hereby impose upon the said real property the following protective covenants, conditions, and restrictions:

I.

DEFINITIONS

As used herein:

1. The word "Lot" shall mean any of the lots located within the above-described property; and

2. The word "structure" shall mean any building, fence, walkway, driveway, swimming pool, tennis court, solar or energy devices, antennas, dish antennas, exterior lighting, or other item constructed on a Lot, and all additions or alterations to any of the foregoing.

3 "Association" shall mean and refer to the Ironwood Lake Property Owners Association.

4. "The Properties" shall mean and refer to all existing properties as are subject to this Declaration.

5. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

6. "Original Lot" shall mean and refer to any lot or plat of land shown upon any original, recorded, subdivision map of The Properties after the same has been sold by the Developer, or its representatives or assigns, by land contract or by deed but shall not include Common Properties as heretofore defined or any lot that the Declarant has sold in which the contract becomes in default by act of the purchaser and that the Declarant or its assigns takes back for resale.

7. "Owner" shall mean and refer to the equitable owner, whether one or more persons or entities, holding any original lot situated upon The Properties, whether such ownership be in fee simple title or as land contract vendee, and 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.

8. "Member" shall mean and refer to all those Owners who are members of the Association.

II.

LAND USE AND BUILDING TYPE

The Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to



remain on any Lot other than one detached, single-family dwelling, and attached private garage. Such dwelling shall not exceed two and one-half stories in height exclusive of the basement, and shall be used for private dwelling purposes only, by one family only. Such dwelling shall contain 1700 square feet minimum amount of finished interior ground floor living area (exclusive of basements, porches, decks, patios, and garages). Ground floor living area shall include living area on upper levels.

### III

#### PARTIAL CONSTRUCTION; COMPLETION OF CONSTRUCTION

No foundation or basement of a building shall be constructed on any Lot except as an integral part of a continuous process of constructing the main structure of such building, which construction must proceed uninterrupted until the structure is completed. The construction of a building, once begun, must be completed (including, without limitation, all landscaping and exterior painting) within 180 days after its commencement. No dwelling shall be occupied until it is completed.

### IV

#### STANDARD OF QUALITY OF WORKMANSHIP AND MATERIALS

With respect to construction of improvements on any Lot, it is required that the standard of architectural design, materials, and workmanship be of superior quality.

### V

#### APPROVAL OF PLANS AND SPECIFICATIONS BY ENVIRONMENTAL COMMITTEE

No structure shall be erected, placed, or (externally) altered on any Lot until the plans and specifications therefore (including elevations, materials, colors, textures, landscaping, and a site plan showing the location of the structure with grading modifications) shall have been filed with the Environmental Committee, and approved in writing by such Committee as to: quality of material, harmony of landscaping and no duplication of adjacent external design, colors, and finishes with existing structures and the surroundings; location with respect to topography and finish grade elevation; protection of existing trees; and conformity with the requirements and intent of this Declaration. The Environmental Committee shall be entitled to retain permanently the submitted copy of such plans and specifications, and all work shall be accomplished in

conformity therewith. If, forty-five(45) days after submission of all such plans and specifications, the Environmental Committee shall have failed to issue a written approval or disapproval of the plans as submitted then said plans shall be deemed approved by the Environmental Committee without further action.

VI

TEMPORARY STRUCTURES, BOATS, AND TRAILERS

No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, house trailer, camping trailer, quonset hut, shack, privy, or satellite dish, except for children's play tents and tree houses, shall be erected, placed or allowed to remain on any Lot; provided, that a boat, a commercial or public vehicle, a camping trailer, a truck-mounted camper, a recreational vehicle, or similar vehicle may be kept on a Lot if it is enclosed in a garage, in a manner approved in writing by the Environmental Committee.

VII

NUISANCES

No noxious or offensive activity shall be carried on in any area of the subdivision, nor shall anything be done or permitted to remain on any Lot, which may be or become a nuisance to a neighboring owner or resident.

VIII

USE OF LOTS

No Lot or any part thereof shall be used for the conduct of any business, commerce, or profession.

IX

ANIMALS, LIVESTOCK, AND POULTRY

No wild animals, livestock, or poultry of any kind shall be kept or maintained or bred on any Lot for commercial or any other purposes.

X

SIGNS

No sign, billboard, or advertising matter shall be erected or displayed on any Lot, except as follows:

1. During construction of a dwelling, one non-illuminated sign, not exceeding three feet by four feet in dimension, may be displayed on a Lot for the identification of the builder.

2. A temporary, non-illuminated sign, not more than four square feet in area, advertising the property for sale or rent, may be displayed on a Lot.

XI

SUBDIVISION OF LOTS PROHIBITED

No Lot shall be further divided or resubdivided. Alteration of boundary lines between Lots may be accomplished with the prior written consent of the Environmental Committee and in conformity with applicable ordinances and requirements of Brownsburg, Indiana.

XII

REMOVAL OF MATERIAL FROM LOT;  
CHANGE OF NATURAL CONTOUR OF LOT;  
CONSTRUCTION BY OWNERS OF DRIVEWAY ENTRANCES AND APRONS

Except for necessary excavation and grading in connection with construction (in conformity with this Declaration) of improvements on a Lot, no fill, dirt, muck, or rock shall be removed from any Lot, nor shall the elevation of any portion thereof be changed in any manner, without the prior written approval of the Environmental Committee. No owner of a Lot shall cause, suffer, or permit the alteration by unnatural means, obstruction or diversion of the flow of surface water across his Lot, without the prior written consent of the Environmental Committee. Construction of driveway entrances and aprons shall be the responsibility of the Lot owner, and such construction shall not interfere with surface water drainage on or onto the road and shall conform to the minimum standards of the Town of Brownsburg.

XIII

MAINTENANCE OF LOT AND PROTECTION OF ADJACENT  
PROPERTY DURING CONSTRUCTION

Each Lot owner shall protect the streets and street shoulders from damage related to construction activities with respect to his Lot, and agrees to keep the streets and driveways clear of equipment and building materials. In connection with any construction, the Lot owner shall take

appropriate precautions in excavation and movement of earth, so as to prevent siltation and unnecessary erosion, and he shall also comply at his expense with all applicable governmental laws and regulations regarding siltation control. The streets within the subdivision shall be cleaned by the Lot owner whenever construction activity on his Lot results in a significant accumulation of dirt or debris; and if the Lot owner should fail to do so, after notification from the Declarant that such cleaning is required, then the Declarant may perform such cleaning and charge the reasonable cost thereof to the Lot owner. The foregoing shall in no way create an obligation on Declarant to clean the streets under any circumstances.

XIV

GARBAGE AND REFUSE DISPOSAL

Refuse and refuse containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, construction debris, or trash of any other kind, shall be permitted on any Lot.

XV

CONTROL OF DOGS

All dogs shall be confined and kept quiet after 9:00 P. M. and before 8:00 A. M. Dogs shall be confined or securely restrained and leashed at all times.

XVI

USE OF SAWS, MOWERS, AND EQUIPMENT BY LOT OWNERS

The use of chain saws, lawn mowers, and other noisy equipment out of doors before 12:00 noon on Sundays shall be kept to a reasonable minimum.

XVII

LANDSCAPING

No tree, hedge, or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

XVIII

USE OF OUTSIDE CLOTHESLINES

No clothing, laundry, or wash shall be aired or dried on any portion of any Lot visible from the road or from another Lot.



FENCES

No fences of any kind may be erected or constructed on any portion of any Lot except fences for swimming pools; provided that such fences shall comply with all Brownsburg ordinances and shall be approved by the Environmental Committee.

## XX

ENVIRONMENTAL COMMITTEE

The Environmental Committee shall consist of a person or persons chosen by Declarant until such time as all Lots are sold by Declarant to third parties, at which time the Environmental Committee shall consist of seven (7) persons from among then existing Lot owners chosen by Declarant. In the event of a vacancy in membership on the Committee, the remaining members shall name a replacement from among the then existing Lot owners. After all Lots are sold by the Declarant, only Lot owners may be owners of the Environmental Committee. Wherever consent, approval, or other action of the Environmental Committee is required under any provision of this Declaration, such requirement shall be deemed satisfied if, forty-five (45) days after proper and complete presentation of the matter to such Committee, it shall have failed to issue its decision in writing. Voting on Committee matters may be done in person or by proxy (provided the proxy is in writing and notarized.)

## XXI

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership Every person or entity who holds any equitable interest, including the Declarant, in any Lot or Lots included within "The Properties" as herein defined, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the Association provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Persons not holding an interest in any Lot in said Properties may become non-voting members of the Association under terms and conditions prescribed by the Board of Directors.

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

XXII

PROPERTY RIGHTS IN THE COMMON PROPERTIES

1. Members' Easements of Enjoyment Subject to the provisions of "Extent of Members' Easements" of this Article, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Original Lot.

2. Title to Common Properties The Declarant shall retain the legal title to the Common Properties, but not longer than such time as it has sold 90% 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 Declarant shall convey to the Association such Common Properties with all improvements.

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

A. The Declarant 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 Declarant or Association as security for funds borrowed for said improvements. 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 the right after taking possession of The Properties to charge admission and other fees as a condition to continued enjoyment by the members, and if necessary to

open the enjoyment of such properties to a wider public. If The Properties is returned to the Association, all rights of the members hereunder shall be restored, including

- (1) the rights of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- (2) 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 remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,
- (3) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties.

B. There is shown and reserved on the plat of Ironwood Lake Subdivision a Landscape Maintenance Easement for creation and maintenance of foliage landscaping by the Association. It shall be the Association's right to enter the area of the said easement for purposes of planting and/or maintaining foliage, trees, and/or shrubs in the easement area as determined necessary and appropriate by the Environmental Committee. The individual homeowners shall have the continual obligation for maintenance of grass cutting and shall not have any authority to alter the topography in the easement area.

#### XXIII

#### COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments The Declarant, 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 Declarant, and then, when 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. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which

each 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.

2. Purpose 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 Properties 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 Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

3. Basis and Amount of Annual Assessments The annual assessment shall be \$75.00 per each Original Lot sold by Declarant, its representatives, or assigns, by Land Contract or Deed, and the assessment shall be distributed evenly against each Original Lot. From all such assessments, the Association shall pay for the cost of maintenance of parks, the lake, equipment, general upkeep of the Ironwood Lake area, management and operation thereof. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from Declarant for any lots owned by it, or otherwise.

4. Special Assessments for Capital Improvements In addition to the annual assessments authorized under Section 3 hereof, the Association may levy in any assessment year on each Original Lot sold by the Declarant, 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, or unexpected repair or replacement of a described capital improvement or facility, such as the lake, upon the Common Properties, including the necessary fixtures and personal property related thereto, provided any such assessment shall have the affirmative vote of two-thirds (2/3) of all voting members who are voting in person or by proxy in form acceptable to a majority of the Board of Directors of the Association, 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.

5. Change in Basis and Maximum of Annual Assessments Subject to the limitations of this Section 3 hereof, and for the periods therein specified, the Association may change the



maximum and basis of the assessments fixed by Section 3 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 (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger of consolidation in which the Association is authorized to participate under its Articles of Incorporation.

6. Quorum for Any Action Authorized Under Sections 4 and 5 Hereof The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided by Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies, in form acceptable to a majority of the Board of Directors of the Association, entitled to cast sixty per cent (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 4 and 5, 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.

7. Date of Commencement of Annual Assessments and Due Dates The Annual Assessments provided for herein shall commence on the first day of April, 1988. 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 Original Lot which is subject to this Declaration. The due date of any special assessment under Section 4 hereof shall be fixed in the Resolution authorizing such assessment.

8. Duties of the Board of Directors The management, affairs, and policies of the Association shall be vested in the Board of Directors, each of whom must be a member of the Association in good standing. The number of Directors shall not be more than seven (7) and not less than three (3). 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 and shall be open to inspection by any owner.



Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Association shall upon demand at any time furnish to 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. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

9. 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 7 hereof), then the assessments and costs of collection thereof, as hereinafter provided, shall thereupon become a continuing lien on 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 Two Dollars (\$2.00) shall be added thereto and from that date interest at the rate of six percent (6%) 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 that 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.

11. 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 as defined in Article I (E) hereof; (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 Declarant, its successors, and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Declarant.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

12. Subordination of Lien The lien for delinquent assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon the properties, provided, however, the lien will be prior to the rights of the owners after a foreclosure sale, a sale pursuant to bankruptcy, a deed in lieu of foreclosure and after possession by the trustee in bankruptcy.

## XXIV

ENFORCEMENT

Enforcement of the restrictions and covenants herein contained shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, which proceedings may be either to restrain such violation or to recover damages or both; and such proceedings may be brought or prosecuted by the Declarant, its successors or assigns, or by any person or persons owning any Lot or interest therein, or both. Without restricting the generality of the foregoing, any such owner or owners, or the Declarant or its successors or assigns, in lieu of or in addition to any other legal or equitable remedy, may seek an order from a court of competent jurisdiction permitting it or them to enter upon the property where such violation exists and summarily to abate or remove the same, using such force as may be reasonably necessary, at the expense of the owner of such property. Neither the person or persons entering nor the person or persons directing the entry shall be deemed liable for any manner of trespass for such action. In any proceeding to enforce any of these covenants or restrictions, the party against whom enforcement is obtained shall pay the enforcing parties' costs and attorney's fees.

## XXV

SEVERABILITY

Invalidation of any of these covenants by a judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

## XXVI

EXCLUSIONS

Notwithstanding any other provision of this Declaration, nothing herein shall be construed to prevent the Declarant, or any other party constructing improvements in conformity with the provisions hereof, from permitting commercial vehicles and

