

ORIGINAL

27282

DECLARATION OF AMENDMENT TO RESTRICTIVE COVENANTS TO WALNUT HILL SECTIONS 1-8

WHEREAS, the Developer and Declarants of the original covenants of Walnut Hill Sections 1-8, more particularly described below, did desire to develop a subdivision with restrictive covenants in order to enhance the value and attractiveness of the real property contained therein.

WHEREAS, the Developer deeded certain areas as common areas to the Walnut Hill Homeowners' Association in order to benefit the entire Walnut Hill development.

WHEREAS, the Developer failed to provide in the original Covenants mechanism by which the common areas would be maintained.

WHEREAS, it is to the benefit of all the lots of Walnut Hill Sections 1-8, that the common area be maintained in a manner so as to enhance the value of the real estate.

WHEREAS, the Walnut Hill Homeowners' Association has been unable to maintain the common areas in a suitable manner as to enhance the value of all property of Walnut Hill Sections 1-8.

NOW, THEREFORE, in consideration of all the above, the undersigned declarants in order to preserve the value of the Walnut Hill Sections 1-8 do hereby adopt the following Amendments:

THE DECLARANTS, being the undersigned property owners of Walnut Hill, a subdivision located in Hendricks County Indiana, Section 1, recorded September 25, 1974 in Plat Book 9, Page 19 in the office of the Recorder of Hendricks County, Indiana; Section 2, recorded September 25, 1974 in Plat Book 9, Page 20 and replatted January 19, 1976 in Plat Book 9, page 53 for lots 32-37 in Section 2 in the office of the Recorder of Hendricks County, Indiana; Section 3, recorded June 1, 1976 in Plat Book 9, Page 62, in the office of the Recorder of Hendricks County, Indiana; Section 4 recorded August 26, 1976 in Plat Book 9, page 66 in the office of the Recorder of Hendricks County, Indiana; Section 5 recorded July 31, 1978 in Plat Book 10, page 3 in the office of the Recorder of Hendricks County, Indiana; Section 6 recorded January 27, 1977 in Plat Book 9, page 78 in the office of the Recorder of Hendricks County, Indiana; Section 7 recorded October 15, 1977 in Plat Book 9, page 96 in the office of the Recorder of Hendricks County, Indiana; and Section 8 recorded July 31, 1978 in Plat Book 10, page 4 in the office of the Recorder of Hendricks County, Indiana, whose signatures are attached hereto, desire to provide for the preservation and enhancement of the property values, amenities, and opportunities of said community and to contribute to the personal and general health, safety, and welfare of the residents and for the maintenance of the land and improvements thereon, and to this end desire to subject the real property described above to these amendments to the Restrictive Covenants recorded simultaneously on the plat for each Section described hereinabove;

NOW THEREFORE, the Declarants hereby covenant that all the following Amendments shall be binding on each owner of property of Walnut Hill, Sections 1-8, but in the event a court of competent jurisdiction shall determine that only the lots of the undersigned are bound by this Declaration, then this Declaration of Amendment shall not be void as to the lots owned by the undersigned lot owners.

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150-162

HENDRICKS COUNTY RECORDER

1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant hereby covenant that each owner by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay the Walnut Hill Homeowners' Association hereafter referred to as the "Association"; (1) Annual assessment or charges; (2) Special assessments for common area 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. The lien date shall be the annual assessment due date as set forth in Paragraph 7.

2. **Purposes of Assessments.** The assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents in the Walnut Hill Subdivision 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 addition thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The annual assessment is separate from any swimming pool fee which may be established by the Board of Directors of the Association. Said pool fee shall only be charged to owners or persons who use the pool.

3. **Basis and Amount of Annual Assessments.** The original assessment shall be in accordance with the By-Laws of Walnut Hill Subdivision. All such assessments shall be paid to the Treasurer of the Walnut Hill Homeowners Association.

4. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Paragraph 3 hereof, the Association, in accordance with its By-Laws, may levy in any assessment year on each lot, 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 common area improvements, including the necessary fixture and personal property related thereto, provided any such assessment shall have the affirmative two-thirds (2/3) vote of the voting members who are voting in person or by proxy at a meeting duly called for this purpose. All the homeowners shall be provided with notice of said meeting at least thirty (30) days prior to such meeting. Any such notice given to the lot owner shall include a statement that a consideration for special assessments is being voted upon at that meeting. No lot owner shall pay a special assessment in any amount to exceed one percent (1%) of the total cost of the special assessment.

5. **Quorum for Any Action Authorized under Section 4 and 5.** The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows: At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast ten percent (10%) 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.

6. **Date of Commencement of Annual Assessments. Due Dates.** The Annual assessments, provided for herein, shall commence on the first day of March, 1994. The Assessment for each succeeding year shall become due and payable on the first day of March of each

succeeding year. No adjustments or prorations of assessments shall be made by the Association for one year thereafter. 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 4 hereof shall be fixed in the resolution authorizing such assessment.

7. **Duties of the Board of Directors.** The management, 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 to any owners 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.

8. **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 Ten Dollars (\$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 property. There shall be added to such assessment, delinquent fee, interest, the cost of preparing and filing a complaint in such action; and in all events, the judgment shall include interest on the total amount above as provided together with reasonable attorney fees to be fixed by the Court, together with all costs of any legal action incurred which includes all costs and attorney fees for appeals.

9. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein 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 any 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, nor from the lien or any such subsequent assessment.

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

11. **Membership in Homeowners' Association.** Walnut Hill Homeowners Association, Inc. shall be a not-for-profit corporation

John Newman
LOT 193

W. H. Williams
LOT 193

W. H. Palmer
LOT 7

John Steed
LOT 130

John Thompson
LOT 130

Andrew
LOT 8

Frank L. Branchini
LOT 97

John Challeby
LOT 124

Judy A. Ford
LOT 106

Robert P. Miller
LOT 120

John P. Smith
LOT 114

Robert E. Jones
LOT 127

Michael E. Jones
LOT 135

John J. Hoover
LOT 125

Paul A. Bull
LOT 51

Michael E. Jones
LOT 125

Ed E. Ely
LOT 188

Richard E. Moore
LOT 117

Arvin L. Lambson
LOT 9

John W. Douglas
LOT 62

Mike Jones
LOT 98

John K. Anderson
LOT 101

Debbie D. Mellowood
LOT 60

Linda Palmer
LOT 7

Rebecca Ferner Carpenter
LOT 191

Joyce Shadwick
LOT 181

Scott L. Shadwick
LOT

Robert A. Branchini
LOT 97

NO
LOT

Wayne M. Smith
LOT 106

Gail Murray
LOT 106

Jane Wick Sullivan
LOT 106

Richard J. Smith
LOT 114

Kathy Denise Yeager
LOT 187

Mary Ann Hamilton
LOT 137

John A. Jones
LOT 51

Carolyn Buller
LOT 51

James M. Jones
LOT 165

Jacqueline A. Ely
LOT 188

Michael E. Jones
LOT 117

N/A
LOT

John L. Douglas
LOT 62

Brenda Batts
LOT 98

(22)

STATE OF INDIANA)
HENDRICKS COUNTY) SS:

Before me, a Notary Public in and for said County and State, personally appeared, Above Signed Names

who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 30 day of November 1993.

My Commission Expires: 10/9/94

County of Residence: Hendricks

Everett P. DeKen
Signature of Notary Public

Everett P. DeKen
Printed Name of Notary Public

Michelle

Ray C. Collicoman
Lot 516

Judith Spangle
Lot 136

John Howard
Lot 80

Carl W. Burch
Lot 159

Judith E. Kaiser
Lot 162

James O. Mann
Lot 89

[Signature]
Lot 116

[Signature]
Lot 118

[Signature]
Lot 151

Michael S. Lytle
Lot 113

Larry Hitchcock
Lot 109

Robert K. Long
Lot 114

Mark W. Arnold
Lot 118

Mary W. Tuttle
Lot 141

Judith A. Tuttle
Lot 147

Mary Jane Benjamin
Lot 142

Barbara K. Barber
Lot 143

[Signature]
Lot 41

[Signature]
Lot 71

Lot _____

Lot _____

Lot _____

Lot _____

Lot _____

Lot _____

Lot _____

Lot _____

Lot _____

Lot _____

Lot _____

[Signature]
Lot 51

Maia A. [Signature]
Lot 186

Wm Sue Hansen
Lot 187

[Signature]
Lot 154

Terry J. Kleiser
Lot 162

N/A
Lot _____

Catherine V. Fleming
Lot 116

Lee Ann Lord
Lot 119

James O. Cooper
Lot 181

Debbie Adick
Lot 113

Fred [Signature]
Lot 104

[Signature]
Lot 114

Person Smith
Lot 118

Lot _____

Lot _____

[Signature]
Lot 193

Edward W. Beck
Lot 193

N
Lot _____

C.R. Sibley
Lot 71

Lot _____

Lot _____

Lot _____

STATE OF INDIANA)
HENDRICKS COUNTY) SS:

Before me, a Notary Public in, and for said County and State, personally appeared, Above Signed Names

who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 24 day of OCTOBER, 1993.

My Commission Expires: NOV. 14, 1996

County of Residence: Hendricks

Michelle E. Sharp
Signature of Notary Public
MICHELLE E. SHARP
Printed Name of Notary Public



Lida R. Hoover
LOT 124

Gay Hoover
LOT 122

Norma J. Clapp
LOT 111

Carroll Clapp
LOT 11

Thomas L. McPart
LOT 112

Arden Ann McPart
LOT 112

Bobbe Lawrence
LOT 171

Samuel W. Leath
LOT 170

Mark E. Newlin
LOT 167

June B. Newlin
LOT 167

Joseph T. Carder
LOT 166

Margorie Carder
LOT 166

Edward Wilken
LOT 158

Donna Wilken
LOT 158

Frederick R. Voth
LOT 157

Lyman T. Brate
LOT 157

Richard D. Hutchison
LOT 78

Dianna D. Jenner
LOT 87

Stephanie Smully
LOT 83

LOT _____

STATE OF INDIANA)
HENDRICKS COUNTY) SS:

Before me, a Notary Public in and for said County and State, personally appeared, all of the above

who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.
Witness my hand and Notarial Seal this 5th day of December, 1993.

My Commission Expires: 11-3-95

County of Residence: Hendricks

Samuel P. Leath
LOT 172

Dan Dillk
LOT 118

Martha Jennings
LOT 52

Martha Jennings
LOT 52

LOT _____

LOT _____

LOT N/A

LOT _____

LOT _____

LOT _____

LOT _____

LOT _____

LOT _____

LOT _____

LOT _____

LOT _____

LOT _____

LOT _____

LOT N/A

LOT _____

LOT _____

LOT _____

LOT _____

LOT _____

LOT _____

LOT _____

LOT _____

Larry A. Barrett
LOT 161

Myrtle Beaman
LOT 151

[Signature]
LOT 131

Gene M. Legge
LOT 131

[Signature]
LOT 133

N/A
LOT 133

[Signature]
LOT 133

David
LOT 133

[Signature]
LOT 133

Bruce Fair
LOT 133

[Signature]
LOT 133

N
LOT 152

Donald E. Morrison
LOT 5

Hege Morrison
LOT 5

[Signature]
LOT 145

[Signature]
LOT 145

Alley J. Ross
LOT 145

Pamela S. Rogers
LOT 136

[Signature]
LOT 149

Delia Montgomery
LOT 148

[Signature]
LOT 190

Jacquelyn B. Clements
LOT 140

Manuel Prozman
LOT 174

Archie Prozman
LOT 174

[Signature]
LOT 144

[Signature]
LOT 144

[Signature]
LOT 144

N/A
LOT 144

[Signature]
LOT 146

Sandra K. Kodice
LOT 147

[Signature]
LOT 141

Virginia L. Broadgard
LOT 147

[Signature]
LOT 115

Raymond Durr
LOT 148

[Signature]
LOT 115

William R. Humphrey
LOT 71

[Signature]
LOT 112

Mary L. Humphrey
LOT 71

[Signature]
LOT 110

NA
LOT 112

Phillip M. Somers
LOT 122

[Signature]
LOT 110

[Signature]
LOT 110

STATE OF INDIANA)
HENDRICKS COUNTY)

Before me, a Notary Public in and for said county and state, personally appeared, Names signed above

who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 2 day of December 1993.

My Commission Expires: 10/9/94

[Signature]
Signature of Notary Public
ELBERT R. DEKEN
Printed Name of Notary Public

County of Residence: [Signature]

LOT <u>129</u> <u>D. R. Hagen</u>	LOT <u>129</u> <u>Miss A Hagen</u>
LOT <u>129</u> <u>Frank Pina</u>	LOT <u>129</u> <u>Miss Cons Price</u>
LOT <u>124</u> <u>Bernard Trent</u>	LOT <u>124</u> <u>Mary Ellen Trent</u>
LOT <u>38</u> <u>Cardell W. [unclear]</u>	LOT <u>38</u> <u>Kathy J. [unclear]</u>
LOT <u>37</u> <u>Karen R. Jones</u>	LOT <u>37</u> <u>Stacey Jones</u>
LOT <u>42</u> <u>Margaret W. Gilbert</u>	LOT <u>42</u> <u>N/A</u>
LOT <u>38</u> <u>Delroy Bartley</u>	LOT <u>38</u> <u>Mr Bartley</u>
LOT <u>196</u> <u>Scott Gulley</u>	LOT <u>196</u> <u>Mrs Gulley</u>
LOT <u>202</u> <u>Robert C. [unclear]</u>	LOT <u>202</u> <u>N/A</u>
LOT <u>39</u> <u>James A. Hummel</u>	LOT <u>39</u> <u>James A. Hummel</u>
LOT <u>177</u> <u>Jim [unclear]</u>	LOT <u>177</u> <u>Bill [unclear]</u>
LOT <u>177</u> <u>Mildred Mills</u>	LOT <u>177</u> <u>N/A</u>
LOT <u>[unclear]</u> [unclear]	LOT <u>[unclear]</u> [unclear]
LOT <u>124</u> <u>[unclear]</u>	LOT <u>124</u> <u>Debra [unclear]</u>
LOT <u>103</u> <u>Raymond H. Lyons</u>	LOT <u>103</u> <u>William E. Lyons</u>
LOT <u>2</u> <u>Judd L. Benz</u>	LOT <u>2</u> <u>Walter Benz</u>
LOT <u>6</u> <u>Stephen L. Men</u>	LOT <u>6</u> <u>Sharon M. Mennera</u>
LOT <u>192</u> <u>Dr. Frederick Dykine</u>	LOT <u>192</u> <u>Therese J. Dykine</u>
LOT <u>50</u> <u>George L. [unclear]</u>	LOT <u>50</u> <u>John L. [unclear]</u>
LOT <u>50</u> <u>Debbie [unclear]</u>	LOT <u>50</u> <u>J. Allan [unclear]</u>
LOT <u>2</u> <u>E. [unclear]</u>	LOT <u>2</u> <u>Nedie [unclear]</u>
LOT <u>12</u> <u>Earl K. [unclear]</u>	LOT <u>12</u> <u>N/A</u>

STATE OF INDIANA
HENRICKS COUNTY

SS:

Before me, a Notary Public in and for said County and State, personally appeared, As Done Signed Names

who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.
Witness my hand and Notarial Seal this 30 day of November, 1993.

My Commission Expires: 6/9/94
County of Residence: Henricks

Edward P. DeKen
Signature of Notary Public
Edward P. DeKen
Printed Name of Notary Public

27283

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WALNUT HILL HOMEOWNERS ASSOCIATION
RELEVANT TO DECLARATION OF AMENDMENT
TO RESTRICTIVE COVENANTS**

WHEREAS, the Developer and Declarants of the original Covenants of Walnut Hill, Section 1 through 8, did desire to develop a subdivision with restrictive covenants in order to enhance the value and attractiveness of the real property contained therein; and

WHEREAS, the Developer deeded certain areas as common areas to the Walnut Hill Homeowners Association in order to benefit the entire Walnut Hill development; and

WHEREAS, the Developer failed to provide in the original Covenants for a mechanism by which the common areas would be maintained; and

WHEREAS, it is to the benefit of all of the lots of Walnut Hill, Sections 1 through 8, that the common area be maintained in a manner so as to enhance the value of the real estate; and

WHEREAS, the Walnut Hill Homeowners Association has been unable to maintain the common areas in a suitable manner as to enhance the value of all property of Walnut Hill, Sections 1 through 8; and

WHEREAS, the Walnut Hill Homeowners Association has attempted to enact a Declaration of Amendment to the Restrictive Covenants to Walnut Hill, Sections 1 through 8, in order to provide a mechanism for collection of assessments so that the common areas can be maintained; and

ENTERED FOR RECORD

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139 . 163
BOOK PAGE

Jan Deaton
HENRICK COUNTY RECORDER

WHEREAS, in order to obtain the cooperation and consent of as many homeowners as possible, the Board of Directors of Walnut Hill Homeowners Association has determined that they must provide an inducement for the present owners of Walnut Hill, Sections 1 through 8, to consent to said Declaration; and

WHEREAS, in order to induce said homeowners to consent to said declaration, the Board of Directors hereby passes the following resolution.

BE IT RESOLVED THAT: In lieu of the \$75.00 Annual Assessment as set forth in the By-Laws, the record title holders of lots of Walnut Hill Section 1-8 as of the date of the signing of the Declaration, in consideration for their consent and signatures on the Declaration of Amendment, shall be assessed a minimum annual assessment in the amount of \$1.00 per year, as long as the present homeowner retains ownership of his lot. Upon transfer of ownership from the present owner to a subsequent owner, the minimum assessment will no longer apply and the full annual assessment as determined by the Board of Directors shall be applicable. If any current Homeowner does not make payment of the \$1.00, minimum assessment, the Walnut Hill Homeowners Association shall pay that Assessment on their behalf to assure that no lien on the Homeowner's lot shall be created.

BE IT FURTHER RESOLVED that the record title holders of lots of Walnut Hill Subdivision, Sections 1 - 8, as of the date of the signing of the Declaration, in consideration for their consent and signatures on the Declaration of Amendment, shall, in the event of

any special assessment, be encouraged to pay the full amount of any special assessment on a voluntary basis, but in the event said homeowners do not wish to pay the full amount, they shall be assessed a minimum special assessment in the amount of \$1.00, as long as the present homeowner retains ownership of his lot. Upon transfer of ownership from the present owner to a subsequent owner, the minimum special assessment amount of \$1.00 shall no longer apply and the full amount of any future special assessment as determined by the Board of Directors shall be applicable to any subsequent owner. If any current homeowner who does not make the payment of the \$1.00 minimum payment on the special assessment, the Walnut Hill Homeowners Association shall pay that \$1.00 minimum special assessment on their behalf to assure that homeowner that no lien will be created.

BE IT FURTHER RESOLVED that the effect of this Resolution may not be changed by a subsequent vote of the Board of Directors of Walnut Hill Homeowners Association. This resolution shall be binding on this Board of Directors and all future Board of Directors of Walnut Hill Homeowners Association. This Resolution is part of the consideration for the lot owner's consent to bind his/her real estate to the Declaration of Amendment to the Restrictive Covenants. Any violation of this Resolution can be enforced by any lot owner who shall recover costs, including, but not limited, to attorney fees.

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

Before me, a Notary Public in and for said County and State,
personally appeared, VICKI L Branchini, Calum P Smeltz, Saul A McCreary
Cristine J Hoffman, W Jeffrey, Michael N Weston, Jeffrey K
Smaller, Katherine E Mabe

who acknowledged the execution of the foregoing, and who, having
been duly sworn, stated that any representation therein contained
are true and that they were duly authorized to make such
representations.

Witness my hand and Notarial Seal this 13 day of
October, 1993.

My Commission Expires:
6/9/94

County of Residence:
Hendricks

Everett R DeKen
Signature of Notary Public

Everett R. DEKEN
Printed name of Notary Public

This instrument was prepared by Sharon E. Stegenoller, Attorney-at-
law, P.O. Box 207, Danville, IN 46122; 317/745-4300.

Dated this 13 day of OCTober, 1993.

BOARD OF DIRECTORS OF WALNUT HILL HOMEOWNERS ASSOCIATION:

Vicki L. Branchini

Robin P. Smith

Gail A. Money

Crystal J. Hattman

Wesley J. King

Mark N. Hester

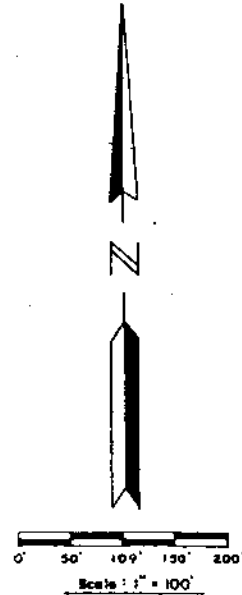
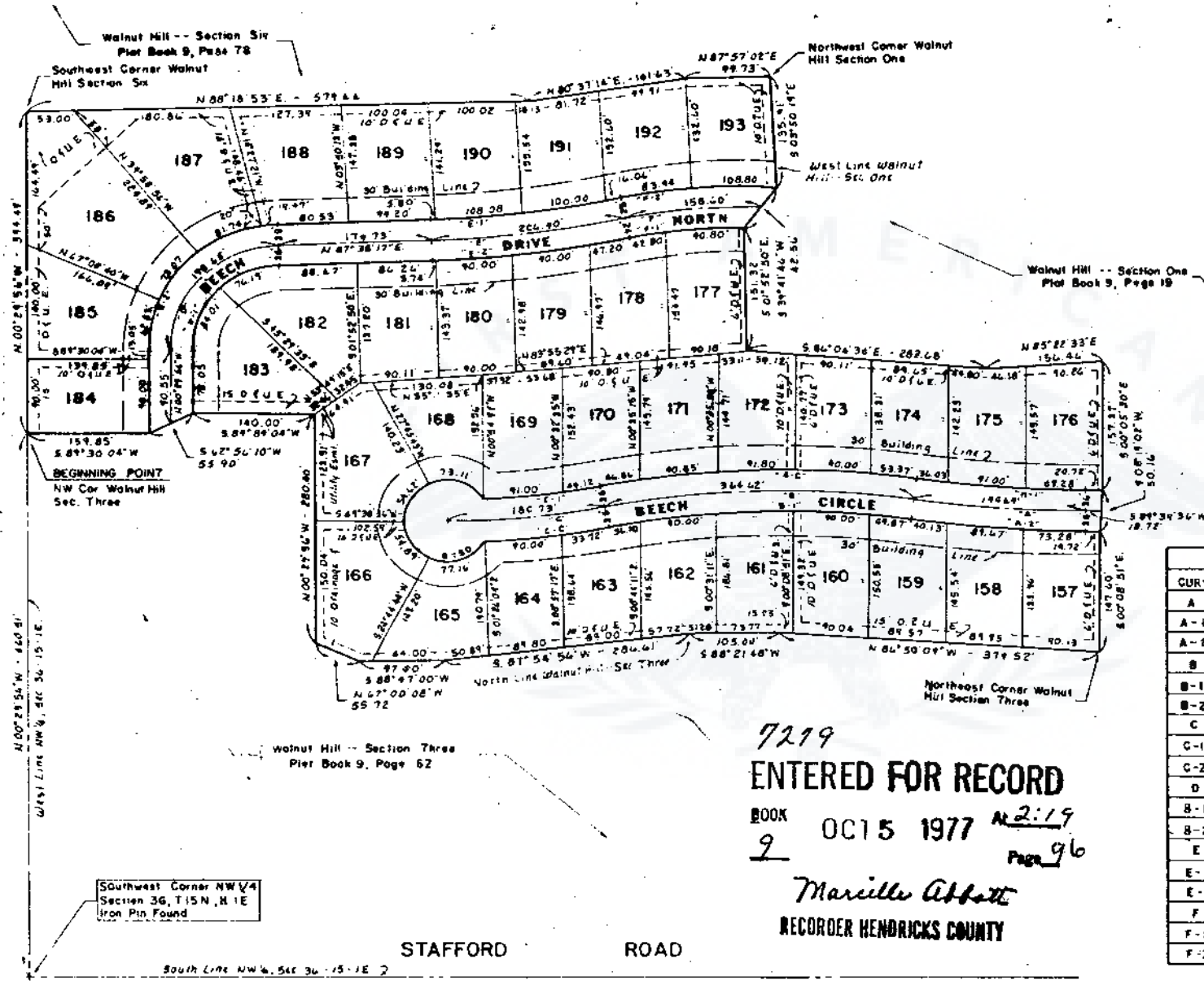
Jeffrey K. Smallwood

Everett R. Decker

Katherine E. Moore



WALNUT HILL -- SECTION SEVEN



CURVE DATA					
CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD
A	1472.53'	87°45'53"	199.69'	100.00'	199.54'
A-1	1448.53'	87°45'53"	196.31'	98.38'	196.16'
A-2	1498.53'	87°45'53"	203.08'	101.78'	282.93'
B	1102.17'	18°56'39"	364.42'	183.89'	362.76'
B-1	1072.17'	18°56'39"	356.15'	179.72'	354.53'
B-2	1127.17'	18°56'39"	372.68'	188.86'	378.99'
C	937.93'	11°09'46"	182.73'	91.66'	182.44'
C-1	912.93'	08°28'53"	135.14'	67.69'	135.01'
C-2	967.93'	08°33'87"	143.72'	72.00'	143.59'
D	129.14'	88°08'13"	198.65'	125.81'	179.64'
D-1	104.14'	88°08'13"	168.20'	100.81'	144.86'
D-2	154.14'	88°08'13"	237.11'	169.21'	214.61'
E	1247.25'	10°24'81"	226.40'	113.51'	226.09'
E-1	1222.25'	18°24'01"	221.86'	111.26'	221.56'
E-2	1272.25'	18°24'01"	230.94'	115.79'	230.62'
F	583.44'	15°34'50"	158.40'	79.79'	158.11'
F-1	558.44'	15°37'30"	132.80'	66.71'	132.49'
F-2	608.44'	17°19'18"	183.94'	92.68'	183.24'

7219
ENTERED FOR RECORD
 BOOK 9 OCT 15 1977 *M.2:19*
Page 96
Marville Abbott
RECORDER HENDRICKS COUNTY

CERTIFICATION AND DESCRIPTION OF "WALNUT HILL, SECTION SEVEN"

I, THE UNDERSIGNED, BEING DULY AUTHORIZED AND LICENSED AS A REGISTERED LAND SURVEYOR WITHIN THE STATE OF INDIANA DO HEREBY CERTIFY THAT THE WITHIN PLAT IS TRUE AND CORRECT REPRESENTING A SUBDIVISION KNOWN AS "WALNUT HILL, SECTION SEVEN", AN ADDITION TO THE TOWN OF PLAINFIELD, INDIANA AND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 15 NORTH, RANGE 1 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 08 DEGREES 29 MINUTES 56 SECONDS WEST ON AND ALONG THE WEST LINE OF SAID QUARTER SECTION 660.51 FEET TO THE NORTHWEST CORNER OF "WALNUT HILL SECTION THREE" AS RECORDED IN PLAT BOOK 9, PAGE 62 IN THE OFFICE OF THE RECORDER OF HENDRICKS COUNTY, INDIANA, SAID NORTHWEST CORNER OF "WALNUT HILL SECTION THREE" BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 08 DEGREES 29 MINUTES 56 SECONDS WEST ON THE LAST DESCRIBED COURSE 394.49 FEET TO THE SOUTHWEST CORNER OF "WALNUT HILL SECTION SIX" AS RECORDED IN PLAT BOOK 9, PAGE 78 IN THE OFFICE OF THE RECORDER OF HENDRICKS COUNTY, INDIANA; THENCE NORTH 88 DEGREES 18 MINUTES 15 SECONDS EAST ON AND ALONG THE SOUTH LINE OF THE AFORESAID "WALNUT HILL, SECTION SIX" AND THE EXTENSION THEREOF 579.44 FEET; THENCE NORTH 80 DEGREES 37 MINUTES 14 SECONDS EAST 181.63 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 02 SECONDS EAST 99.73 FEET TO THE

HILL, SECTION SIX" AND THE EXTENSION THEREOF 579.44 FEET; THENCE NORTH 80 DEGREES 37 MINUTES 14 SECONDS EAST 1010.00 FEET; THENCE SOUTH 83 DEGREES 58 MINUTES 19 SECONDS EAST WITH NORTHWEST CORNER OF "WALNUT HILL SECTION ONE" AS RECORDED IN PLAT BOOK 9, PAGE 19 IN THE OFFICE OF THE RECORDER OF HENRICKS COUNTY, INDIANA; THENCE SOUTH 83 DEGREES 58 MINUTES 19 SECONDS EAST WITH THE WEST LINE OF THE AFORESAID "WALNUT HILL SECTION ONE" 135.91 FEET; THENCE SOUTH 39 DEGREES 41 MINUTES 46 SECONDS WEST 62.56 FEET; THENCE SOUTH D1 DEGREE 52 MINUTES 50 SECONDS EAST 151.32 FEET; THENCE SOUTH 86 DEGREES D6 MINUTES 30 SECONDS EAST 282.68 FEET; THENCE NORTH 85 DEGREES 22 MINUTES 33 SECONDS EAST 136.44 FEET; THENCE SOUTH 88 DEGREES D5 MINUTES 50 SECONDS EAST 157.97 FEET; THENCE SOUTH 84 DEGREES 14 MINUTES 82 SECONDS WEST 50.16 FEET; THENCE SOUTH 08 DEGREES D8 MINUTES 51 SECONDS EAST 147.68 FEET TO THE NORTHEAST CORNER OF THE AFORESAID "WALNUT HILL, SECTION THREE"; THENCE NORTH 86 DEGREES 58 MINUTES 89 SECONDS WEST LEAVING THE WEST LINE OF THE AFORESAID "WALNUT HILL SECTION ONE" AND WITH THE NORTH LINE OF THE AFORESAID "WALNUT HILL SECTION THREE" 374.52 FEET; THENCE SOUTH 88 DEGREES 21 MINUTES 48 SECONDS WEST 185.84 FEET; THENCE SOUTH 82 DEGREES 54 MINUTES 56 SECONDS WEST 286.61 FEET; THENCE SOUTH 88 DEGREES 47 MINUTES 88 SECONDS WEST 97.88 FEET; THENCE NORTH 67 DEGREES 00 MINUTES 08 SECONDS WEST 55.72 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 56 SECONDS WEST 280.00 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 84 SECONDS WEST 140.80 FEET; THENCE SOUTH 62 DEGREES 56 MINUTES 10 SECONDS WEST 55.90 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES D4 SECONDS WEST 139.85 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 14.84 ACRES, MORE OR LESS AND SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SAID ADDITION CONSISTS OF 37 LOTS, NUMBERED 137 THROUGH 193, BOTH INCLUSIVE. THE LOCATIONS AND DIMENSIONS OF THE LOTS, STREETS, AND EASEMENTS ARE SHOWN ON THE PLAT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I DO HEREBY CERTIFY THAT ALL THE ABOVE IS TRUE AND CORRECT, AND IN WITNESS THEREOF DO HEREBY SET MY HAND AND SEAL, THIS 7TH DAY OF JUNE, 1977.

William R. Cole
WILLIAM R. COLE
REGISTERED LAND SURVEYOR NO. 10621
STATE OF INDIANA



DEDICATION OF "WALNUT HILL SECTION SEVEN"

THE UNDERSIGNED, GEORGE T. HUCKABY, AS AUTHORIZED AGENT FOR THE PARTNERSHIP OF HART, VON SPECKELSEN, AND HUCKABY, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED ON THE PLAT HEREON DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED AND SUBDIVIDED AND DO HEREBY LAYOFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE HEREDIN PLAT. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "WALNUT HILL, SECTION SEVEN" TO THE TOWN OF PLAINFIELD, INDIANA. ALL STREETS NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

THE UNDERSIGNED, GEORGE T. HUCKABY, AS AUTHORIZED AGENT FOR THE PARTNERSHIP OF HART, VON SPECKELSEN, AND HUCKABY, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED ON THE PLAT HEREON 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, EDITIONS, RESTRICTIONS, AND COVENANTS, TO-WIT:

- (1) **BUILDING LINE:** FRONT YARD SET BACK LINES, AND SIDE YARD SET BACK LINES ON CORNER LOTS ARE TO BE AS SHOWN ON THE PLAT, BETWEEN BUILDINGS OR STRUCTURES ERECTED OR MAINTAINED.
- (2) **SEWER, UTILITY, AND DRAINAGE EASEMENTS:** "SEWER EASEMENTS" AS SHOWN HEREON ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWERS. "UTILITY EASEMENTS" AS SHOWN HEREON SHALL BE RESERVED FOR THE USE OF PUBLIC UTILITIES FOR THE INSTALLATION OF WATER, SEWER, GAS, TILE AND OR ELECTRIC LINES, POLES, DUCTS, PIPES, ETC. ON, OVER, UNDER AND TO SAID EASEMENT FOR LOCAL PUBLIC USE. 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. "DRAINAGE EASEMENTS" AS SHOWN HEREON ARE RESERVED FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE SWALES, STORM SEWER PIPES. SAID DRAINAGE SWALES ARE TO BE MAINTAINED BY ANY OWNER SUCH THAT WATER FROM ANY ADJACENT LOT SHALL HAVE ADEQUATE DRAINAGE ALONG SUCH SWALE. ALL EASEMENTS SHOWN AS "UTILITY EASEMENTS" ARE ALSO TO BE CONSIDERED DRAINAGE EASEMENTS AND ARE SUBJECT TO ALL RESTRICTIONS OF DRAINAGE EASEMENTS. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON ANY EASEMENTS SHOWN UPON THE PLAT AND OWNERS OF LOTS SHALL TAKE THEIR TITLE SUBJECT TO THE RIGHTS OF THE ABOVE DESCRIBED EASEMENTS.
- (3) **LAND USE AND BUILDING TYPE:** NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES, NOR SHALL ANY LOT BE SUBDIVIDED. NO BUILDINGS SHALL BE ERECTED, ALTERED, 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, 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.
- (4) **ARCHITECTURAL CONTROL:** NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND THE COMPLETE PLOT PLAN HAVE BEEN APPROVED BY THE ARCHITECTURAL COMMITTEE, AS TO THE QUALITY AND TYPE OF MATERIAL AND WORKMANSHIP, IN HARMONY WITH EXTERNAL DESIGN AND WITH EXISTING STRUCTURES OF FINISHED GRADE ELEVATIONS. THE GROUND FLOOR OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES AND GARAGES, SHALL NOT BE LESS THAN 1500 SQUARE FEET OR AT LEAST 800 SQUARE FEET ON THE FIRST FLOOR OF HOUSES OF MORE THAN ONE STORY. (DETERMINATION OF SUFFICIENCY AND ADEQUACY OF THE TERM "GROUND FLOOR OF MAIN STRUCTURE" WITH RESPECT TO DWELLINGS OF TRI-LEVEL, BI-LEVEL, AND ONE AND ONE-HALF STORY DESIGN SHALL REST EXCLUSIVELY WITH THE ARCHITECTURAL COMMITTEE). ALL DRAINAGE CONDUITS OR TUBES FOR INDIVIDUAL LOT DRIVEWAYS SHALL BE SUBJECT TO APPROVAL AS TO SIZE, MATERIALS, AND QUALITY OF CONSTRUCTION BY THE PROJECT ENGINEER.
- (5) **BUILDING LOCATION:** NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE, NOR NEARER TO THE SIDE STREET LINES THAN THE MINIMUM SET BACK LINE SHOWN ON THE RECORDED PLAT. FOR THE PURPOSE OF THIS COVENANT, EAVES, STEPS AND OPEN PORCHES SHALL NOT BE CONSIDERED A PART OF THE BUILDING, PROVIDED, HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING ON A LOT TO ENCRUCH UPON ANOTHER LOT. AFTER THE BUILDING HAS BEEN STAKED AND BEFORE CONSTRUCTION BEGINS, THE PROJECT ENGINEER MUST CONFIRM THE LOCATION OF BUILDING WITH THE PLOT PLAN.
- (6) **NO SWIMMING POOL OR ASSOCIATED STRUCTURE** SHALL BE ERECTED OR PLACED ON ANY LOT UNTIL THE CONSTRUCTION PLANS, INCLUDING A PLOT PLAN HAVE BEEN APPROVED BY THE ARCHITECTURAL COMMITTEE.
- (7) **NUISANCES:** NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED UPON ANY LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- (8) **TEMPORARY STRUCTURE:** NO STRUCTURES OF A TEMPORARY CHARACTER, FRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDINGS SHALL BE USED ON ANY LOT AS A RESIDENCE, OR FOR ANY OTHER PURPOSE EITHER TEMPORARILY OR PERMANENTLY. FOR THE PURPOSE OF THIS COVENANT, STRUCTURES NEEDED AND USED BY THE BUILDERS SHALL BE ALLOWED TO REMAIN DURING THE BUILDING PERIOD.
- (9) **LIVESTOCK AND POULTRY:** NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT EXCEPT FAMILY PETS, WHICH MAY BE KEPT PROVIDED THEY ARE NOT REPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES, AND NOT TO CREATE OR CONSTITUTE A NUISANCE.
- (10) **GARBAGE AND REFUSE DISPOSAL:** NO LOTS SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, CARBAGE OR OTHER WASTE AND SAME SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL GENERATORS OR OTHER EQUIPMENT FOR DISPOSAL OR STORAGE OF SUCH MATERIALS SHALL BE KEPT CLEAN AND SANITARY AND SHALL NOT BE USED SO AS TO CREATE AN OFFENSIVE ODOR OR SIGHT.
- (11) **WATER SUPPLY:** NO INDIVIDUAL WATER SUPPLY SYSTEM SHALL BE PERMITTED ON ANY LOT, UNLESS SUCH SYSTEM IS DESIGNED, LOCATED AND CONSTRUCTED AND EQUIPPED IN ACCORDANCE WITH THE STANDARD RECOMMENDATIONS OF ALL NECESSARY GOVERNMENTAL AUTHORITIES AND AGENCIES HAVING JURISDICTION THEREOF. APPROVAL OF SUCH SYSTEMS, INSTALLED, SHALL BE OBTAINED FROM SUCH AUTHORITIES.
- (12) **SEWAGE DISPOSAL:** NO INDIVIDUAL SEWAGE DISPOSAL SYSTEMS SHALL BE PERMITTED UPON ANY LOT, UNLESS SUCH SYSTEM IS DESIGNED, LOCATED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS AND RECOMMENDATIONS OF ALL NECESSARY GOVERNMENTAL AGENCIES AND AUTHORITIES HAVING JURISDICTION THEREOF. APPROVAL OF SUCH SYSTEMS, INSTALLED, SHALL BE OBTAINED FROM SUCH AUTHORITIES.
- (13) **SIGHT DISTANCE OF INTERSECTIONS:** NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO FEET AND SIX FEET ABOVE THE ROADWAYS, SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT POINTS TWENTY-FIVE FEET FROM THE INTERSECTION OF THE STREET LINE OR IN THE CASE OF A PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN TEN FEET FROM THE INTERSECTIONS OF A STREET'S PROPERTY LINE WITH EDGE OF A DRIVEWAY. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OF SUCH INTERSECTIONS UNLESS THE FOLLAGE LINE IS MAINTAINED AT SUCH HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.
- (14) **FENCES:** ORNAMENTAL FENCES OR CONTINUOUS SHRUB PLANTINGS WHICH WOULD IN ANY WAY, SERVE THE PURPOSE OF A FENCE, SHALL NOT BE ERECTED UNTIL APPROVED BY THE ARCHITECTURAL COMMITTEE.
- (15) **STORAGE TANKS:** OIL OR GAS STORAGE TANKS SHALL EITHER BE BURIED OR LOCATED WITHIN THE NOISE OR GARAGE AREA SO THAT THEY ARE COMPLETELY CONCEALED FROM THE OUTSIDE VIEW.
- (16) **SIGNS:** NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR FOR RENT. OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING CONSTRUCTION AND SALES PERIOD.
- (17) **ARCHITECTURAL COMMITTEE:** THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE COMPOSED OF HART, VON SPECKELSEN, AND HUCKABY, HERINAFTER CALLED DEVELOPER OR ITS ASSIGNS AND A PROFESSIONAL ENGINEER OF ITS DESIGNATION. AT ALL TIMES THE SAID DEVELOPER AND OR ITS ASSIGNS SHALL HAVE THE MAJORITY VOTE OF SAID COMMITTEE. THE SAID DEVELOPER SHALL FURTHER HAVE THE RIGHT TO DESIGNATE A REPRESENTATIVE TO ACT FOR AND ON ITS BEHALF. THE COMMITTEE'S APPROVAL OR DISAPPROVAL, AS REQUIRED IN THESE COVENANTS SHALL BE IN WRITING. IN THE EVENT THAT SAID WRITTEN APPROVAL IS NOT RECEIVED FROM THE COMMITTEE WITHIN 14 DAYS FROM THE DATE OF SUBMISSION, IT SHALL BE DEEMED THAT THE COMMITTEE HAS DISAPPROVED THE PRESENTED PLANS.
- (18) **VIOLATIONS:** THE VIOLATION OF ANY RESTRICTION, AS HEREIN ENUMERATED, SHALL GIVE TO THE SAID DEVELOPER OR ITS SUCCESSORS, ANY AND ALL RIGHTS FOR INJUNCTION, DAMAGE, OR ANY OTHER ACTION AT LAW OR EQUITY WHICH IT AND ITS ASSIGNS MAY HAVE TO RESTRAIN AND PROHIBIT THE SAME, IN KEEPING WITH THE RESTRICTIONS HEREIN SET OUT.
- (19) **PROTECTIVE COVENANTS:** THE "PROTECTIVE COVENANTS" ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 1999, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS UNLESS CHANGED BY A VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE BUILDING SITES COVERED BY THESE COVENANTS IN WHOLE OR PART. INVALIDATION OF ANY ONE OF THE COVENANTS, BY JUDGEMENT OR COURT ORDER WILL IN NO WAY AFFECT THE OTHER COVENANTS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 1977.

GEORGE T. HUCKABY
HART, VON SPECKELSEN AND HUCKABY

STATE OF INDIANA)
COUNTY OF HENRICKS) SS:

PERSONALLY APPEARED GEORGE T. HUCKABY, AUTHORIZED AGENT FOR THE PARTNERSHIP OF HART, VON SPECKELSEN, AND HUCKABY, OWNERS OF THE