



120  
YEARS OF SERVICE  
LOOKING AHEAD

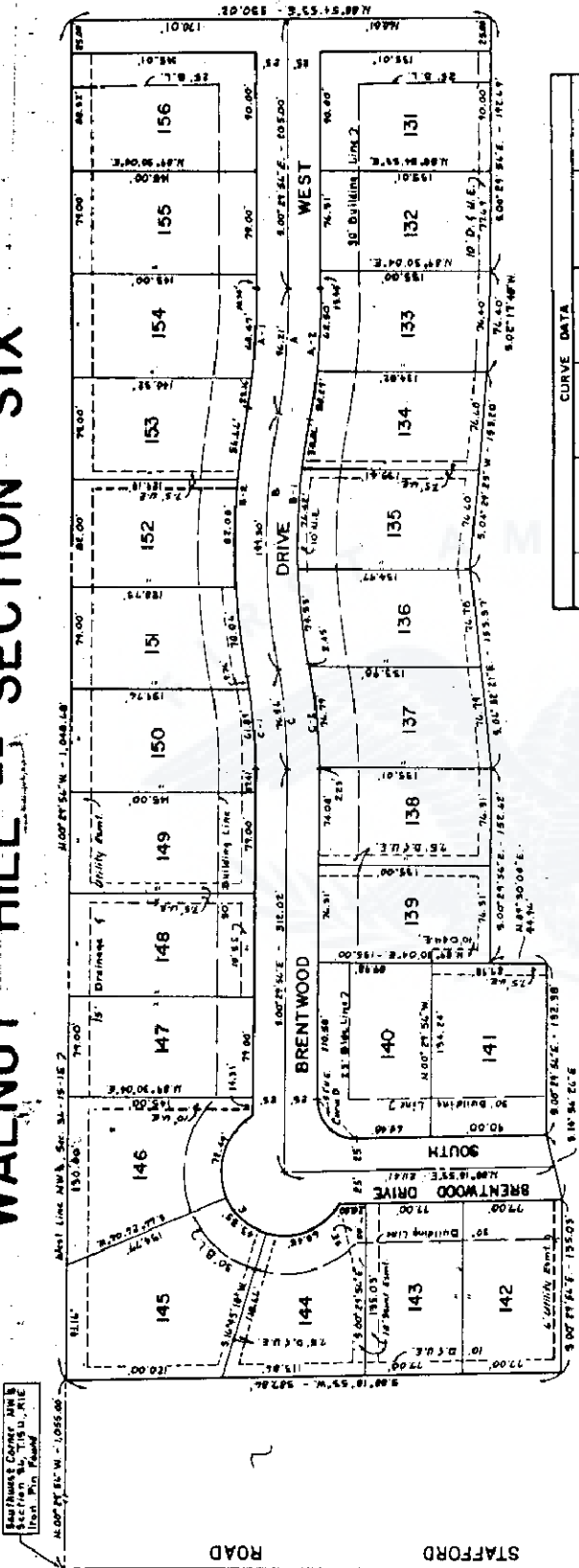
Not Just for One Transaction, But for Life

First American Title Insurance Company  
Indianapolis Downtown—Corporate  
251 E. Ohio Street, Suite 200  
Indianapolis, IN 46204  
Telephone (317) 684-7556

## Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

# WALNUT HILL -- SECTION SIX



CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD
A	523.00'	10°30'00"	96.21'	68.24'	36.08'
A-1	500.00'	10°30'00"	91.83'	65.94'	31.50'
A-2	550.00'	10°30'00"	100.28'	70.56'	33.63'
B	525.00'	21°45'00"	199.30'	100.87'	198.11'
B-1	500.00'	21°45'00"	189.81'	96.08'	188.68'
B-2	550.00'	21°45'00"	208.90'	103.67'	202.34'
C	389.87'	11°15'00"	76.56'	38.40'	17.63'
C-1	384.87'	11°15'00"	71.45'	35.94'	16.33'
C-2	414.87'	11°15'00"	81.87'	40.87'	18.34'
D	25.00'	91°11'11"	39.79'	25.52'	35.72'
E	50.00'	211°11'11"	186.29'	96.31'	179.16'


Duly entered for taxation this 27th day of January 1977  
*Patricia J. MacKay*  
 AUDITOR HENDRICKS COUNTY

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 A TRUE AND CORRECT REPRESENTATION OF A SUBDIVISION KNOWN AS "WALNUT HILL, SECTION SIX", 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 NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 29 MINUTES 56 SECONDS WEST ON AND ALONG THE WEST LINE OF SAID QUARTER SECTION 1055.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 00 DEGREES 29 MINUTES 56 SECONDS WEST ON THE LAST DESCRIBED COURSE 1048.48 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 53 SECONDS EAST 330.02 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 56 SECONDS WEST 155.00 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 48 SECONDS WEST 76.40 FEET; THENCE SOUTH 04 DEGREES 04 SECONDS EAST 44.94 FEET; THENCE SOUTH 04 DEGREES 04 SECONDS WEST PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION 132.62 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 04 SECONDS EAST PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION 131.39 FEET; THENCE SOUTH 14 DEGREES 56 MINUTES 26 SECONDS EAST 51.37 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 56 SECONDS WEST PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION 135.03 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 53 SECONDS WEST 387.84 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 26 ACRES, MORE OR LESS AND SUBJECT TO ALL LEGAL RIGHTS, RIGHTS-OF-WAY, AND EASEMENTS OF RECORD.

SAID ADDITION CONSISTS OF 26 LOTS, NUMBERED 131 THROUGH 156, AS SHOWN ON THE PLAT. ALL DIMENSIONS ARE SHOWN ON THE PLAT. ALL DIMENSIONS ARE SHOWN ON THE PLAT. ALL DIMENSIONS ARE SHOWN ON THE PLAT.

I DO HEREBY CERTIFY THAT ALL THE ABOVE IS TRUE AND CORRECT, AND IN WITNESS THEREOF DO HEREIN SET MY HAND AND SEAL THIS SECOND DAY OF JULY, 1976.

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



ORIGINAL

BOOK 129 PAGE 150

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 binding on the lots owned by the undersigned lot owners.

ENTERED FOR RECORD  
DEC 21 1983 2:35 PM 150-162

Clayton  
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

with required membership consisting of all lot owners holding title to lots in Walnut Hill, Sections 1-8, and will have enforceability powers for the restrictive covenants and for the enforcement and collection of liens.

12. Enforcement. Any lot owner may also enforce any violation of these Covenants. All costs of enforcement of these covenants shall be recoverable including, but not limited to, attorney fees and shall be part of the judgement which shall be a lien on the real estate so effected.

13. Run with the Land. These Amendments to Restrictive Covenants shall run with the land and shall be binding on all successors-in-interest, heirs or assigns of the Declarants and applicable to any and all lot owners of Walnut Hill, Sec. 1-8.

14. Amendment. These covenants can be changed only upon a majority vote of all lot owners of Walnut Hill Sections 1-8.

15. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way or manner affect any of the other provisions, which shall remain in full force and effect and run with the land.

(1)

Witness our hands and seals this 30 day of October, 1993.

M. J. McNee  
Lot 156  
James E. Zimmerman  
Lot 156  
Edw. J. ...  
Lot 156  
John J. Higgins  
Lot 156  
James L. Humphrey  
Lot 156  
Richard Miesel  
Lot 156  
Bryan Wiger  
Lot 156  
Jim Paulson  
Lot 156  
Donald A. Hottel  
Lot 156  
Robert Klein  
Lot 156

Sharon K. McNelly  
Lot 156  
Darcy E. Zimmerman  
Lot 156  
N/A  
Lot  
Jodi ...  
Lot 156  
John J. Higgins  
Lot 156  
James L. Humphrey  
Lot 156  
Richard Miesel  
Lot 156  
Bryan Wiger  
Lot 156  
Jim Paulson  
Lot 156  
Donald A. Hottel  
Lot 156  
Karen D. Salas  
Lot 156

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 October, 1993.

My Commission Expires: 6/1/94  
County of Residence: Hendricks

Everett R. DeKen  
Signature of Notary Public  
EVERETT R. DEKEN  
Printed Name of Notary Public

<u>John Beckman</u> LOT 193	<u>Arthur K. Spalding</u> LOT 104
<u>W.C. Dickinson</u> LOT 192	<u>Virgine Drellwood</u> LOT 103
<u>H. Hunt Palmer</u> LOT 7	<u>Birdie Palmer</u> LOT 102
<u>Chas. Stued</u> LOT 130	<u>Rebecca Ferner Carpenter</u> LOT 101
<u>Arda Thompson</u> LOT 130	<u>James Malnick</u> LOT 101
<u>Andr. Thor</u> LOT 8	<u>Scott L. Shadwick</u> LOT 100
<u>Vicki L. Branchini</u> LOT 97	<u>Robert A. Branchini</u> LOT 97
<u>Ben Chalkey</u> LOT 107	NO LOT 100
<u>July G. Ford</u> LOT 106	<u>Wm. J. Ford</u> LOT 105
<u>Robert P. Kelly</u> LOT 100	<u>Carl Morley</u> LOT 104
<u>Colin P. Smith</u> LOT 117	<u>Jane Edith Mithy</u> LOT 100
<u>Walter K. Jones</u> LOT 127	<u>William J. Smith</u> LOT 117
<u>Michael K. Jones</u> LOT 135	<u>Kathy Denise Yeager</u> LOT 107
<u>Janet J. Hoover</u> LOT 105	<u>Mary Ann Hamilton</u> LOT 107
<u>Early A. Bull</u> LOT 31	<u>Quay Howe</u> LOT 107
<u>Malcolm E. Jones</u> LOT 105	<u>Carolyn Buller</u> LOT 107
<u>Leif E. Doyle</u> LOT 108	<u>James M. Jones</u> LOT 105
<u>Richard E. Moore</u> LOT 112	<u>Inquiries of Life</u> LOT 107
<u>Arvin L. Lambson</u> LOT 9	<u>Michael Moore</u> LOT 112
<u>Wm. W. Douglas</u> LOT 62	NR LOT 10
<u>Mike Lucas</u> LOT 49	<u>David L. Douglas</u> LOT 62
	<u>Brenda Barks</u> LOT 49

(2)

STATE OF INDIANA )  
HENRICKS 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: Henricks

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



Bath

James H. Kelly  
 LOT 67  
Marion L. Schaefer  
 LOT 70  
Mary B. Ardun  
 LOT 110  
Robert M. Cole  
 LOT 110  
Michael C. Cole  
 LOT 49

Devin L. Kelley  
 LOT 67  
Donald Flehofer  
 LOT 70  
John Schaefer  
 LOT 110  
Don Johnson  
 LOT 110  
Hanna Lyle  
 LOT 43

LOT  
John T. Effinger  
 LOT 49  
Ernestina Thomas  
 LOT 107  
Robert M. Smith  
 LOT 132  
 N/A

LOT  
Charles E. Effinger  
 LOT 49  
Donald M. Dennis Jr  
 LOT 107  
Janelle R. Heston  
 LOT 96  
Christie C. Davis  
 LOT 102  
Mr. J. Davis  
 LOT 102

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STATE OF INDIANA )  
 HENDRICKS COUNTY ) 331

Before me, a Notary Public in and for said County and State, personally appeared, James H. Kelly et al

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 27 day of December, 1993.

My Commission Expires: 4-10-94  
 County of Residence: Hendricks

Robert A. Dancy  
 Signature of Notary Public  
Robert A. Dancy  
 Printed Name of Notary Public  
 INDIANA

*michelle*

with required membership consisting of all lot owners holding title to lots in Walnut Hill, Sections 1-8, and will have enforceability powers for the restrictive covenants and for the enforcement and collection of liens.

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13. Run with the Land. These Amendments to Restrictive Covenants shall run with the land and shall be binding on all successors-in-interest, heirs or assigns of the Declarants and applicable to any and all lot owners of Walnut Hill, Sec. 1-8.

14. Amendment. These covenants can be changed only upon a majority vote of all lot owners of Walnut Hill Sections 1-8.

15. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way or manner affect any of the other provisions, which shall remain in full force and effect and run with the land.

Witness our hands and seals this 14 day of Dec, 1993, 1993.

<u><i>James H. Parrish</i></u> Lot <u>62</u>	Lot _____
<u><i>John H. Parrish</i></u> Lot <u>63</u>	Lot _____
<u><i>James Spurbelle</i></u> Lot <u>68</u>	Lot <u>N/A</u>
Lot _____	Lot _____
Lot _____	Lot _____
Lot _____	Lot _____
Lot _____	Lot _____
Lot _____	Lot _____
Lot _____	Lot _____
Lot _____	Lot _____
Lot _____	Lot _____
Lot _____	Lot _____

STATE OF INDIANA )  
HENRICKS COUNTY ) SS:

Before me, a Notary Public in and for said County and State, personally appeared, the names listed 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 14 day of December, 1993.

My Commission Expires: Nov 14, 1996

County of Residence: Hendricks

*Michelle E. Smith*  
Signature of Notary Public  
Michelle E. Smith  
Printed Name of Notary Public



Michelle

Ray C. Collier  
Lot 516

Ordel Sprague  
Lot 156

John Howard  
Lot 80

Charles Burch  
Lot 159

Arthur E. Kaiser  
Lot 162

James O. Howe  
Lot 153

W. E. [unclear]  
Lot 116

W. D. [unclear]  
Lot 118

Michael [unclear]  
Lot 151

Harry Hitchcock  
Lot 113

Richard [unclear]  
Lot 104

Frank W. [unclear]  
Lot 119

Harry W. Futtler  
Lot 141

Frank A. [unclear]  
Lot 124

Mary Jane Bouffman  
Lot 101

Anna K. Barber  
Lot 143

W. [unclear]  
Lot 41

W. [unclear]  
Lot 11

Lot \_\_\_\_\_

Lot \_\_\_\_\_

Lot \_\_\_\_\_

J. S. [unclear]  
Lot 516

Alvin A. [unclear]  
Lot 186

Wm. Saxe [unclear]  
Lot 132

Robert [unclear]  
Lot 154

Harry J. Kleiser  
Lot 162

N/A  
Lot \_\_\_\_\_

Catherine W. Fleming  
Lot 116

Ann Lord  
Lot 119

James O. Cooper  
Lot 162

Walter [unclear]  
Lot 113

Frank [unclear]  
Lot 104

James K. [unclear]  
Lot 114

Benson Smith  
Lot 118

Lot \_\_\_\_\_

Lot \_\_\_\_\_

Lot \_\_\_\_\_

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Lot \_\_\_\_\_

Lot \_\_\_\_\_

Lot \_\_\_\_\_

STATE OF INDIANA )  
HENRICKS COUNTY ) SS:

Before me, a Notary Public in, and for said County and State, personally appeared, Anna Saxe Name

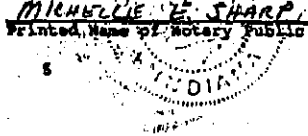
who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 31st 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



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BOOK PAGE



Lot 110 Lisa R. Hoover  
 Lot 111 Barry Hoover  
 Lot 112 Kenneth J. Clapp  
 Lot 113 Caull Clapp  
 Lot 114 Thomas H. Clapp  
 Lot 115 Kynda Ann McHenry  
 Lot 116 Bolton Lawrence  
 Lot 117 Gene W. Leath  
 Lot 118 Mark E. Newlin  
 Lot 119 James B. Newlin  
 Lot 120 Wesley T. Carder  
 Lot 121 Marynie Carder  
 Lot 122 Edward Wilken  
 Lot 123 Dona Wilken  
 Lot 124 Richard D. Wilken  
 Lot 125 James J. Brack  
 Lot 126 Richard D. Wilken  
 Lot 127 James D. Hutchinson  
 Lot 128 \_\_\_\_\_  
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Lot 170 David P. Leath  
 Lot 171 Dan Dillk  
 Lot 172 Martha Jennings  
 Lot 173 Mark D. Jennings  
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 Lot 200 \_\_\_\_\_

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 October, 1993.

My Commission Expires: 11-8-95  
 County of Residence: Madison

Marionette A. Griffin  
 Signature of Notary Public  
MARIONETTE A. GRIFFIN  
 Printed Name of Notary Public

Larry A. Cassett  
 LOT 161  
 Dean M. Legge  
 LOT 131  
 Dean M. Legge  
 LOT 133  
 Mary Lee  
 LOT 134  
 Donald E. Morrison  
 LOT 5  
 Robert Morrison  
 LOT 140  
 Allen J. Reed  
 LOT 141  
 J. Richard Montgomery  
 LOT 142  
 Joseph L. Stewart  
 LOT 140  
 Maxwell Proffman  
 LOT 141  
 Pamela S. Townsend  
 LOT 141  
 Patricia K. Bradford  
 LOT 146  
 Julie Turner  
 LOT 141  
 Carmi Weber  
 LOT 115  
 Michel B. B.  
 LOT 110  
 Robert T. Galligan  
 LOT 109  
 Betty C. Lawrence  
 LOT 112  
 W. H. White  
 LOT 110

Myrtle Beaman  
 LOT 151  
 Dean M. Legge  
 LOT 131  
 N/A  
 Daniel  
 LOT 133  
 Bruce Fife  
 LOT 139  
 N/A  
 LOT 152  
 Hazel Morrison  
 LOT 145  
 Pamela S. Rogus  
 LOT 136  
 Bellie Montgomery  
 LOT 142  
 Carolyn S. Clements  
 LOT 140  
 Herb Proffman  
 LOT 141  
 Cliff Jones  
 LOT 141  
 N/A  
 LOT 147  
 Sandra K. Lodine  
 LOT 147  
 Patricia K. Bradford  
 LOT 141  
 Kaye Ann  
 LOT 141  
 William R. Humphrey  
 LOT 111  
 Mary L. Humphrey  
 LOT 112  
 N/A  
 LOT 112  
 Phillip M. Lawrence  
 LOT 112

STATE OF INDIANA )  
 HENDRICKS COUNTY ) 59:

Before me, a Notary Public in and for said County and State, personally appeared, Patricia 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: 6/9/94  
 County of Residence: Hendricks  
Ernest R. DeKen

Ernest R. DeKen  
 Signature of Notary Public  
Ernest R. DeKen  
 Printed Name of Notary Public

Lot 74 Loef Harkess  
 Lot 75 Carold K. Cummings  
 Lot 76 William D. Fox  
 Lot 77 Conrad Keeler  
 Lot 78 Charles F. Robin  
 Lot 79 Joyce Crum  
 Lot 80 Lukie Shobe  
 Lot 81 Nathan Wright  
 Lot 82 Gene W. Webster  
 Lot 83 Earl Hargins  
 Lot 84 Henry D. Walton  
 Lot 85 Richard W. Kelgi  
 Lot 86 Josh B. Law  
 Lot 87 Emarella D. Barile  
 Lot 88 Jerry C. Thompson  
 Lot 89 Suzanne Seash  
 Lot 90 Catherine L. Keener  
 Lot 91 Anthony D. Forty

Lot 74 Judith Harkess  
 Lot 75 Betty Cummings  
 Lot 76 Carole Fox  
 Lot 77 Brenda Keeler  
 Lot 78 Cheryl S. Robinson  
 Lot 79 Tommy C.  
 Lot 80 Mary Shobe  
 Lot 81 N/A  
 Lot 82 Andrea R. Smith  
 Lot 83 Philip L. Smith  
 Lot 84 Mary Margaret Hargins  
 Lot 85 Shirley M. Walton  
 Lot 86 Gene Barker  
 Lot 87 Helmo D. Paris  
 Lot 88 N/A  
 Lot 89 Thompson M. Thompson  
 Lot 90 N/A  
 Lot 91 N/A  
 Lot 92 Cynthia M. Hardy

LOT \_\_\_\_\_  
 LOT \_\_\_\_\_  
 LOT \_\_\_\_\_

STATE OF INDIANA )  
 HENDRICKS COUNTY ) SS:  
 Before me, a Notary Public in and for said County and State, personally appeared, \_\_\_\_\_  
 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 7 day of December, 1993.  
 My Commission Expires: 6/1/94  
 County of Residence: Hendricks  
 Signature of Notary Public: Ernest R. DeKen  
 Printed Name of Notary Public: ERNEST R. DEKEN

D. R. Hagen  
 Lot 127  
 Emma Peia  
 Lot 129  
 Benjamin Trent  
 Lot 134  
 Carl W. Trent  
 Lot 138  
 Karen R. Jones  
 Lot 139  
 Margaret W. Gilbert  
 Lot 141  
 Abby Bartley  
 Lot 143  
 Scott Gulley  
 Lot 146  
 Robert C. Dickman  
 Lot 202  
 John C. Hummel, Jr.  
 Lot 204  
 Jim Murch  
 Lot 206  
 Melba Mills  
 Lot 208  
~~William Murch~~  
 Lot 210  
 William E. Lyons  
 Lot 203  
 Fred L. Benz  
 Lot 211  
 Stephen J. Men  
 Lot 212  
 S. Frederick Dykes  
 Lot 214  
 Bruce L. Weston  
 Lot 216  
 Debbie Howard  
 Lot 218  
 E. J. [unclear]  
 Lot 220  
 Earl K. May  
 Lot 222

Mrs. A. Hagen  
 Lot 127  
 Mrs. Cass Peia  
 Lot 129  
 Benjamin Trent  
 Lot 134  
 Abby Bartley  
 Lot 138  
 Karen R. Jones  
 Lot 139  
 N/A  
 Lot 141  
 Mr. Bartley  
 Lot 143  
 Mrs. Gulley  
 Lot 146  
 N/A  
 Lot 202  
 Bruce A. Hummel  
 Lot 204  
 Bill Dornick  
 Lot 206  
 N/A  
 Lot 208  
~~William Murch~~  
 Lot 210  
 Debra Conroy  
 Lot 201  
 William E. Lyons  
 Lot 203  
 Fred L. Benz  
 Lot 211  
 Sharon M. Meiners  
 Lot 212  
 Florence L. Dykes  
 Lot 214  
 Bruce L. Weston  
 Lot 216  
 J. Allan Koon  
 Lot 218  
 Debbie Howard  
 Lot 220  
 N/A  
 Lot 222

STATE OF INDIANA )  
 HENDRICKS COUNTY ) ss:

Before me, a Notary Public in and for said County and State, personally appeared, As 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 20 day of November, 1993.

My Commission Expires: 11/9/94  
 County of Residence: Hendricks

Ernest R. DeKen  
 Signature of Notary Public  
Ernest R. 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

DEC 21 1983 163-169

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BOOK PAGE

*John R. ...*  
HENDON 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.



Dated this 13 day of OCTober, 1993.

BOARD OF DIRECTORS OF WALNUT HILL HOMEOWNERS ASSOCIATION:

Vicki L. Branchini

John P. Smith

Gail A. Money

Crystal J. Holtzman

Ray J. King

Mark N. Smith

Jeffrey K. Smallock

Ernest R. Deke

Katherine E. Moore

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



STATE OF INDIANA )  
HENDRICKS COUNTY ) SS:

Before me, a Notary Public in and for said County and State,  
personally appeared, Everett Deken

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:  
2-11-95

*Sharon E. Stegemoller*  
Signature of Notary Public

County of Residence:  
Hendricks

Sharon E. Stegemoller  
Printed name of Notary Public

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