



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

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ORIGINAL

BOOK 139 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 void as to the lots owned by the undersigned lot owners.

DEC 21 1983 9:36 150-102

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.

Mary McNeely
 Lot 156
Larry E. Zimmerman
 Lot 158
Edna M. P. P. P.
 Lot 160
John J. Higgins
 Lot 162
James L. Humphrey
 Lot 164
William M. M.
 Lot 166
Bryan Wiger
 Lot 168
Ann Paulson
 Lot 170
Jackie A. Hattman
 Lot 172
Robert K. K.
 Lot 174

Sharon K. McNeely
 Lot 156
Larry E. Zimmerman
 Lot 180
 N/A
 Lot
Jodi H. H.
 Lot 182
L. Cynthia Higgins
 Lot 184
Linda L. Humphrey
 Lot 186
W. J. Mierdy
 Lot 188
Nancy H. H.
 Lot 190
Linda L. Paulson
 Lot 192
Cynthia Hattman
 Lot 194
Karen D. Salter
 Lot 196

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:

County of Residence: Hendricks

Everett R. DeKen
Signature of Notary Public

Everett R. DeKen
Printed Name of Notary Public

| | |
|---------------------------------------|--|
| <u>Steve Beckman</u> LOT 3 | <u>Jeffrey K. Anderson</u> LOT 50 |
| <u>Mike Beckman</u> LOT 4 | <u>Debbie Anderson</u> LOT 51 |
| <u>H. West Palmer</u> LOT 7 | <u>Linda Palmer</u> LOT 7 |
| <u>Mark Wood</u> LOT 130 | <u>Rebecca Ferrer Carpenter</u> LOT 101 |
| <u>Linda Thompson</u> LOT 130 | <u>Opus Halvick</u> LOT 101 |
| <u>And. Thon</u> LOT 8 | <u>Scott R. Halvick</u> LOT 101 |
| <u>Victor L. Branchini</u> LOT 27 | <u>Robert A. Branchini</u> LOT 27 |
| <u>Paul Chalkley</u> LOT 123 | NO |
| <u>Judy A. Ford</u> LOT 106 | <u>W. J. P. Ford</u> LOT 106 |
| <u>Robert P. Kelly</u> LOT 120 | <u>Carl Momen</u> LOT 125 |
| <u>Colin P. Smith</u> LOT 174 | <u>Jane Wick Sullivan</u> LOT 100 |
| <u>Walter K. Rogers</u> LOT 129 | <u>William J. Smith</u> LOT 174 |
| <u>Michael E. Hamilton</u> LOT 135 | <u>Kathy Dixie Yeager</u> LOT 157 |
| <u>Janet J. Hoover</u> LOT 31 | <u>Mary Ann Hamilton</u> LOT 157 |
| <u>Early A. Bull</u> LOT 31 | <u>Quay Moore</u> LOT 217 |
| <u>Madal E. L.</u> LOT 165 | <u>Carolyn Buller</u> LOT 31 |
| <u>Tim Doyle</u> LOT 168 | <u>James M. Siro</u> LOT 165 |
| <u>Richard E. Moore</u> LOT 117 | <u>James M. Siro</u> LOT 165 |
| <u>Arvin L. Lamberson</u> LOT 9 | <u>James M. Siro</u> LOT 165 |
| <u>William W. Douglas</u> LOT 62 | <u>James M. Siro</u> LOT 165 |
| <u>Mike Lewis</u> LOT 44 | <u>James M. Siro</u> LOT 165 |

(2)

STATE OF INDIANA }
HENRICKS COUNTY } 881

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

Both

James H. Kelly
 LOT 67
Marion L. Schaffer
 LOT 70
Mark B. Anderson
 LOT 115
Bill M. Anderson
 LOT 118
Michael C. Lee
 LOT 43

Denise L. Kelley
 LOT 112
Donald Schaffer
 LOT 70
John Schaffer
 LOT 145
John Schaffer
 LOT 145
Hanna Lyle
 LOT 43

LOT _____
Frank T. Effinger
 LOT 44
Ernestine Thomas
 LOT 107
Richard M. Smith
 LOT 46
Wendi C. Smith
 LOT 131
 N/A

LOT _____
Charles E. Effinger
 LOT 44
Donald M. Hansen Jr
 LOT 107
Opelle R. Hector
 LOT 46
Christine C. Davis
 LOT 131
M. J. Davis
 LOT 102

LOT _____
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STATE OF INDIANA)
 HENDRICKS COUNTY) 231

Before me, a Notary Public in and for said County and State, personally appeared. Marion L. Schaffer

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 29th day of December, 1993.

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

Richard M. Hansen Jr
 Signature of Notary Public
Richard M. Hansen Jr
 Printed Name of Notary Public
 INDIANA

Michele

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.

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

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|-------------------|----------------|
| <u>Lot 65</u> | Lot _____ |
| <u>Lot 62</u> | Lot _____ |
| <u>Lot 68</u> | Lot <u>N/A</u> |
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| Lot _____ | Lot _____ |
| Lot _____ | Lot _____ |
| Lot _____ | Lot _____ |
| Lot _____ | Lot _____ |
| Lot _____ | Lot _____ |
| Lot _____ | Lot _____ |
| Lot _____ | Lot _____ |
| Lot _____ | Lot _____ |
| Lot _____ | Lot _____ |

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

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

Signature of Notary Public

Printed Name of Notary Public
INDIANA

Michelle

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|--|-------------------------------------|
| Lot 96 <u>Roger C. Collier</u> | Lot 136 <u>J. J. Hill</u> |
| Lot 100 <u>Justin Spang</u> | Lot 137 <u>Alvin A. Hill</u> |
| Lot 101 <u>John Howard</u> | Lot 138 <u>Wm Sue Howens</u> |
| Lot 150 <u>Patricia Burch</u> | Lot 151 <u>Robert Burch</u> |
| Lot 162 <u>Quinn E. Kiser</u> | Lot 162 <u>Terry J. Kiser</u> |
| Lot 163 <u>James O. Kiser</u> | Lot 163 <u>N/A</u> |
| Lot 164 <u>[Signature]</u> | Lot 164 <u>Catherine Fleming</u> |
| Lot 165 <u>[Signature]</u> | Lot 165 <u>Lee Ann Lord</u> |
| Lot 166 <u>[Signature]</u> | Lot 166 <u>Harold O. Cooper</u> |
| Lot 167 <u>[Signature]</u> | Lot 167 <u>Debbie Radich</u> |
| Lot 168 <u>Michael Dylak</u> | Lot 168 <u>Fred Hitchcock</u> |
| Lot 169 <u>Frank Hitchcock</u> | Lot 169 <u>James K. Long</u> |
| Lot 170 <u>Robert K. Long</u> | Lot 170 <u>Russell Smith</u> |
| Lot 171 <u>Mark W. Smith</u> | Lot 171 <u>[Blank]</u> |
| Lot 172 <u>Henry B. Tuttle</u> | Lot 172 <u>[Blank]</u> |
| Lot 173 <u>Janet A. Tuttle</u> | Lot 173 <u>[Blank]</u> |
| Lot 174 <u>Mary Joanne Bouffman</u> | Lot 174 <u>[Blank]</u> |
| Lot 175 <u>Diana K. Barber</u> | Lot 175 <u>Edward B. Brels</u> |
| Lot 176 <u>[Blank]</u> | Lot 176 <u>N</u> |
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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 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



139 - 157
 BOOK PAGE

Ernest R. Oden
Lot

Judy R. Oden
Lot

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STATE OF INDIANA)
HENDRICKS COUNTY) SS:

Before me, a Notary Public in and for said County and State, personally appeared, Ernest R. Oden and Judy R. Oden

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 26 day of Oct., 1993.

My Commission Expires: 2-11-95
County of Residence: Hendricks

Sharon E. Starnelle
Signature of Notary Public
Sharon E. Starnelle
Printed Name of Notary Public

| | |
|--------------------------------------|----------------------------------|
| <u>Litch R. Hoover</u> LOT 162 | <u>David P. Leath</u> LOT 172 |
| <u>Doug Hoover</u> LOT 163 | <u>Dan Dillk</u> LOT 168 |
| <u>Kenneth J. Clapp</u> LOT 111 | <u>Martha Jennings</u> LOT 52 |
| <u>Charles Clapp</u> LOT 111 | <u>Michael D. ...</u> LOT 52 |
| <u>Thomas H. ...</u> LOT 172 | LOT _____ |
| <u>Henderson Mc ...</u> LOT 122 | LOT _____ |
| <u>Bolke Lawrence</u> LOT 171 | LOT <u>N/A</u> |
| <u>Gene W. Leath</u> LOT 170 | LOT _____ |
| <u>Mark E. Newlin</u> LOT 167 | LOT _____ |
| <u>Ray B. ...</u> LOT 164 | LOT _____ |
| <u>Robert T. Carder</u> LOT 164 | LOT _____ |
| <u>Marjorie Carder</u> LOT 163 | LOT _____ |
| <u>Edward Wilk</u> LOT 163 | LOT _____ |
| <u>Dora Wilk</u> LOT 163 | LOT _____ |
| <u>Richard B. ...</u> LOT 163 | LOT _____ |
| <u>Lyman P. Brate</u> LOT 163 | LOT _____ |
| <u>Richard ...</u> LOT 178 | LOT _____ |
| <u>Linda D. Hutchinson</u> LOT 28 | LOT _____ |
| LOT _____ | LOT _____ |
| <u>Diana S. ...</u> LOT 167 | LOT _____ |
| <u>Stephanie ...</u> LOT 89 | LOT <u>N/A</u> |
| LOT _____ | LOT _____ |

(14)
 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 8th day of December, 1993.

My Commission Expires: 11-3-95
 County of Residence: Hendricks

Margaret A. ...
 Signature of Notary Public
MARGARET A. ...
 Printed Name of Notary Public

This instrument prepared by Sharon E. Stagemiller, Attorney-at-Law, P.O. Box 139
 207, Danville, IN 46122; 317/745-4300.

BOOK _____ PAGE 453

Larry A. Cassett
LOT 161

[Signature]
LOT 131

[Signature]
LOT 133

[Signature]
LOT 134

[Signature]
LOT 135

Donald E. Morrison
LOT 5

[Signature]
LOT 140

[Signature]
LOT 141

[Signature]
LOT 142

[Signature]
LOT 143

[Signature]
LOT 144

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LOT 145

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LOT 147

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LOT 148

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LOT 150

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LOT 151

[Signature]
LOT 131

N/A
LOT 133

[Signature]
LOT 134

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LOT 135

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LOT 5

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LOT 140

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[Signature]
LOT 150

STATE OF INDIANA }
HENDRICKS COUNTY } SS:

Before me, a Notary Public in and for said County and State, personally appeared, [Signature]

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: 6/9/04
Notary of the State of Indiana
[Signature]

[Signature]
Signature of Notary Public
Edward R. DeKen
Printed Name of Notary Public

| | |
|---------------------------------------|--|
| Lot 90 <u>Leif Harkness</u> | Lot 114 <u>Judy Harkness</u> |
| Lot 91 <u>Donald K. Cummings</u> | Lot 115 <u>Deby Cummings</u> |
| Lot 104 <u>William D. Fox</u> | Lot 116 <u>Barbara Fox</u> |
| Lot 106 <u>Conrad Reeder</u> | Lot 126 <u>Brenda Reeder</u> |
| Lot 112 <u>Charles K. Robin</u> | Lot 112 <u>Charles K. Robinson</u> |
| Lot 124 <u>Joye Green</u> | Lot 129 <u>Joye Green</u> |
| Lot 178 <u>Luis Andrade</u> | Lot 178 <u>Mary Andrade</u> |
| Lot 178 <u>Richard Wright</u> | Lot 178 <u>N/A</u> |
| Lot 182 <u>Gene W. Exter</u> | Lot 182 <u>Andrew R. Smith</u> |
| Lot 182 <u>Walter</u> | Lot 182 <u>Philip L. Smith</u> |
| Lot 183 <u>Earl Hargison</u> | Lot 183 <u>Mary Margaret Hargison</u> |
| Lot 183 <u>Stanley O. Walton</u> | Lot 183 <u>Stanley O. Walton</u> |
| Lot 183 <u>Richard W. Klye</u> | Lot 183 <u>Theresa Cookin</u> |
| Lot 183 <u>Jack S. Lewis</u> | Lot 183 <u>Alma A. Paris</u> |
| Lot 183 <u>Margaret B. Parile</u> | Lot 183 <u>N/A</u> |
| Lot 183 <u>Jimmy C. Mungerson</u> | Lot 183 <u>Jimmy C. Mungerson</u> |
| Lot 183 <u>Suzanne Beaul</u> | Lot 183 <u>N/A</u> |
| Lot 183 <u>Catherine L. Kozusa</u> | Lot 183 <u>N/A</u> |
| Lot 183 <u>Timothy D. Fortis</u> | Lot 183 <u>Cynthia M. Fortis</u> |
| Lot _____ | Lot _____ |
| Lot _____ | 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: 6/1/98
 County of Residence: Hendricks

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

| | |
|------------------------------------|-------------------------------------|
| LOT 127 <u>D.R. Hagen</u> | LOT 223 <u>Dina A Hagen</u> |
| LOT 129 <u>Frank Price</u> | LOT 184 <u>Miss Cons Price</u> |
| LOT 141 <u>Bernard Trent</u> | LOT 641 <u>Marjellen Trent</u> |
| LOT 238 <u>Cardell Trent</u> | LOT 138 <u>Kelly J. Valley</u> |
| LOT 239 <u>Karen R. Jones</u> | LOT 227 <u>Stacey Jones</u> |
| LOT 240 <u>Margaret W. Gilbert</u> | LOT 1 <u>N/A</u> |
| LOT 38 <u>Delroy Bartley</u> | LOT 38 <u>Mr Bartley</u> |
| LOT 146 <u>Scott Gulley</u> | LOT 192 <u>Dina Gulley</u> |
| LOT 202 <u>Robert C. Dickman</u> | LOT 202 <u>N/A</u> |
| LOT 24 <u>James A. Hummel</u> | LOT 24 <u>Bene A. Hummel</u> |
| LOT 177 <u>Jim Munch</u> | LOT 177 <u>Dee Munch</u> |
| LOT 177 <u>Melinda Mills</u> | LOT 177 <u>N/A</u> |
| LOT 177 | LOT 177 |
| LOT 177 | LOT 177 |
| LOT 201 <u>William E. Lyons</u> | LOT 201 <u>Dina Cooney</u> |
| LOT 103 <u>Judith L. Benz</u> | LOT 103 <u>William E Lyons</u> |
| LOT 3 <u>Stephen L. Men</u> | LOT 3 <u>Thelma Benz</u> |
| LOT 6 <u>Dr. Frederick Dykins</u> | LOT 6 <u>Sharon M. Meiners</u> |
| LOT 89 192 <u>Bruce L. Weston</u> | LOT 89 192 <u>Therese L. Dykins</u> |
| LOT 52 <u>Robin Hood</u> | LOT 52 <u>John L. Water</u> |
| LOT 4 <u>E. J. [unclear]</u> | LOT 52 <u>J. Allan Koon</u> |
| LOT 11 <u>Est K May</u> | LOT 4 <u>Meda Grimal</u> |
| | LOT 11 <u>N/A</u> |

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: 6/9/94
 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 1993 163-169

Jay Deaton
HENDRICKS COUNTY RECORDER

139 163
BOOK PAGE

BOOK 139 PAGE 164

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)
HENDRICKS COUNTY) SS:

Before me, a Notary Public in, and for said County and State,
personally appeared, VICKI L Branching, Colleen P Smith, Hal A McConay
Crystal J Hoffman, W Jay Job, Michael H Weston, Jeffrey K
Smallwood, Katherine Elmerke

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 Deke
Signature of Notary Public

Everett R. DEKE
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.



Dated this 13 day of OCTober, 1993.

BOARD OF DIRECTORS OF WALNUT HILL HOMEOWNERS ASSOCIATION:

Victor J. Branchini

John P. Smith

Gail A. Money

Crystal J. Holtzman

Ray J. King

Walter J. King

Jeffrey K. Smallwood

Ernest R. King

Katherine E. Moore



BOOK 139 PAGE 168

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. Stegenoller
Signature of Notary Public

County of Residence:
Hendricks

Sharon E. Stegenoller
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.