

COVENANTS
FOR
WILLOW SPRINGS SEC. 4
HENDRICKS COUNTY

128-143
155-457

8911

LAKE COVENANTS AND RESTRICTIONS WILLOW SPRINGS SUBDIVISION

The following covenants and restrictions shall apply to the lots designated hereinafter in Willow Springs Subdivision, a subdivision in Brownsburg, Hendricks County, Indiana, as per plat thereof, recorded September 4, 1988, in Plat Book 14, page 21, in the office of the Recorder of Hendricks County, Indiana, and shall run with the land constituting the lots hereinafter designated, and shall be binding upon the owners, their heirs, successors and assigns.

The following covenants and conditions in the use, enjoyment and maintenance of the lake as shown in the plat of Willow Springs Subdivision shall apply:

1. The Lake Area comprising approximately 23,282 square feet, more or less, shall be owned and controlled as tenants in common (each with an undivided 1/12th interest which may be diminished if any owners of new lots are hereafter admitted) by the Owners of all lots contiguous to the Lake Area. Lots 24, 25, 26, 27, 29, 30, 31, 36, 37, 39, 40 and 41 as shown on the plat of Willow Springs Subdivision shall be identified as lots contiguous to the Lake Area in Willow Springs Subdivision.

2. The Owners of said lots referred to above in Willow Springs Subdivision (hereinafter referred to as "Owners"), together with their guests, shall have the exclusive rights to enjoyment afforded by said lake. To this end and by their signatures hereto "OWNERS" grant to themselves and each other and their heirs, successors and assigns, a mutual lake easement for lake access and rights of use, which easement shall also constitute a maintenance easement for any repair, water treatment or other service needed to assure continuous and adequate maintenance of services of said lake and for landscaping and landscaping maintenance purposes on and over the non-built area of their lot.

3. The co-owners of the aforementioned lots shall have one (1) vote for all matters affecting the lake including the selection of three (3) persons to act as the Executive Committee who shall be responsible for establishing and maintaining association records, bank accounts, insurance policies and any other items the Owners direct. One of these three people shall reside on Locust Lane, one on Foxwood Drive and one on Thornleigh Court. A majority vote (seven or more) of the owners is required for electing these representatives and for acting upon all business that comes before the owners.

ENTERED FOR RECORD

BOOK
128

NOV 11 1991

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HENDRICKS COUNTY RECORDER

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4. The Owners shall be responsible for establishing, maintaining, revising, and enforcing, at their discretion, rules and regulations pertaining to the lake as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the lake property, including the easement adjacent thereto. Such budget shall be established annually on a date determined by majority vote of the Owners.

5. Assessments, as determined by majority vote of the Owners in their sole and absolute discretion, shall be paid by each Owner within thirty (30) days from the date of billing thereof and there shall be assessed a late charge of 1.5% per month on all delinquent payments.

6. Assessments for maintenance shall be a lien upon the properties subordinate only to the lien of a first mortgage holder, which lien may be enforced by the Owners or any individual contiguous property Owner subject to these Lake Covenants. By execution of these covenants and, thereafter, by acceptance of deed of title to a lot subject to these Covenants and Restrictions, the grantee consents to the lien of assessment and its enforcement provision, together with the costs of collection, including reasonable attorneys' fees.

7. In the event of a dispute arising from the maintenance, repair and upkeep of the lake, any voting member may request a meeting of the Owners of the lots contiguous to the Lake area, upon giving notice to all of said Owners, in writing, designating a time and place not less than seven (7) days from the date of the notice, which time may be shortened in cases of extreme emergency. At such meeting, such dispute shall be resolved by a majority vote of the Owners (seven or more) and such decision shall be binding on all Owners.

8. No voting member or third party shall do or permit to be done any action or activity which could result in the pollution of the lake, diversion of water, change in elevation of the lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage, or proper lake management.

9. The Owners or any property Owner subject to these Lake Covenants, and the Plan Commission of Brownsburg, Indiana, shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for the correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorneys' fees.

10. No use of the lake by the Owners of said contiguous lots shall impair or interfere with the use of the lake for drainage and related purposes for the benefit of Willow Springs Subdivision, and any such recreational or related uses shall be subordinate to the primary function of the lake for drainage purposes.

11. These lake covenants and restrictions apply only to the owners of the lots described in paragraph (1). In addition to these lot owners there are two additional lots (No. 38 and No. 23) whose present owners chose not to be included as lake owners. It is intended that lake ownership will be extended to these owners and/or subsequent owners of those two lots in the future providing they bear all costs associated with changing the documents to reflect ownership. Once ownership is established the rights and obligations hereunder shall run with the land and shall run to the owners, their heirs, successors and assigns.

WITNESS OUR HANDS this 12 day of September 1991.

- | | |
|---|---|
| "OWNERS" | |
| Lot 24 <u>Kevin E. Hoffer</u>
<u>Roberta D. Hoffer</u>
Kevin E. Hoffer and
Roberta D. Hoffer | Lot 36 <u>James L. Hoff</u>
<u>Paradise S. Hoff</u>
James L. Hoff and
Paradise S. Hoff |
| Lot 25 <u>William H. Stevens II</u>
<u>Julie L. Stevens</u>
William H. Stevens II
and Julie L. Stevens | Lot 37 <u>John D. Dall</u>
<u>Tina M. Dall</u>
John D. Dall and Tina
M. Dall |
| Lot 26 <u>Mark Allan Voris</u>
<u>Gail Lynn Voris</u>
Mark Allan Voris and
Gail Lynn Voris | Lot 39 <u>Stanley G. Warner</u>
<u>Janice L. Warner</u>
Stanley G. Warner and
Janice L. Warner |
| Lot 27 <u>Belinda Sanders</u>
Belinda Sanders | Lot 40 <u>Eric J. Inman</u>
<u>Tamara S. Inman</u>
Eric J. Inman and Tamara
S. Inman |
| Lot 29 <u>Barry E. Roach</u>
<u>Jeannie L. Roach</u>
Barry E. Roach and
Jeannie L. Roach | Lot 41 <u>Nguyen P. Nguyen</u>
<u>Christine Huong Pham</u>
Nguyen
Christine Huong Pham
Nguyen |
| Lot 30 <u>Ken W. Beabout</u>
<u>Valerie L. Beabout</u>
Ken W. Beabout and
Valerie L. Beabout | Lot 31 <u>Earl R. Helm, Jr.</u>
<u>Gayle J. Helm</u>
Earl R. Helm, Jr. and
Gayle J. Helm |



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STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State,
personally appeared "The Above "part""

who acknowledged the execution of the foregoing.

Witness my hand and Notary Seal this 12 day of
September, 1991.

My Commission Expires:
Jan 14, 1993

William H. Stearns
Notary Public
Printed Name William H. Stearns
County of Residence Hendricks



This instrument prepared by Charles E. Hostetter, 515 North
Green Street, Suite 200, Brownsburg, Indiana 46112.

WILLOW SPRINGS LAKE OWNERS ASSOCIATION

The undersigned being all the members of the Willow Springs Lake Owners Association Inc., agree to include Lot# 23 as members in the Association as anticipated by the restrictive covenants and By-Laws. All members agree to execute all documents necessary to legly include thes Lots as members, Includingt , but not limited to, a Warranty Deed and an Amendment to the Restrictive Covenants. All members acknowledge that the indiuvidual ownership interest in the Lake shall be divided equally between all members.

Kevin & Roberta Hoffer
 Lot # 24 Kevin Hoffer
Roberta Hoffer

Bill & Julie Stevens
 Lot #25 Bill Steu
Julie S. Stevens

Mark & Gail Voris
 Lot # 26 Mark Vor
Gail Voris

George & Belinda Engle
 Lot # 27 George Engle
Jeannie Roach

Barry & Jeannie Roach
 Lot # 29 George Engle
Belinda Engle

Ken & Valerie Benabout
 Lot # 30 Ken Benabout
Valerie Benabout

Michael & Stephanie Haroldson
 Earle & Gayle Heint
 Lot # 31 Michael H. Haroldson
Stephanie Haroldson

Rick & Marti Shephord
 Lot # 36 Rick Shephard
Marti Shephard

John & Tina Dall
 Lot # 37 John Dall
Tina Dall

Stanley & Janice Warner
 Lot # 39 Stanley Warner
Janice L Warner

Greg & Lila Bahr
 Lot # 40 Gregory Staley
Lila N. Bahr

Matt & Deanna Whelstone
 Lot # 41 Matt Whelstone
Deanna Whelstone

PREPARED BY John Dall
 138 The Heights Ct
 Brownsburg IN 46112

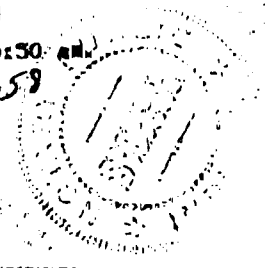
BOOK 155 PAGE 457

REQUEST TO JOIN WILLOW SPRINGS LAKE OWNERS ASSOCIATION

The undersigned, being owners of certain lot in Willow Springs Subdivision, section 4, as per plat thereof recorded September 1, 1988, in Plat Book 14, page 21, in the office of the Recorder of Hendricks County, Indiana, hereby request to be included as members of the Willow Springs Lake Owners Association, Inc.. We understand that all members will share an equal interest title to the Lake as well as an equal interest in all expenses for maintaining the Lake. We also agree to be responsible for the reasonable costs incurred to prepare and record all documents required to transfer title and include us as members of the association.

Michael Hanlon *Michael Hanlon*
Fenny Hanlon *Fenny Hanlon*
Michael A. Hanlon
Fenny Hanlon
Owners of Lot # 23

9600015864
Filed for Record in
HENDRICKS COUNTY IN
JOY BRADLEY
On 07-26-1996 At 10:30 am.
AGRE 12.00
Vol. 155 Page 457-59



The following documents
have been subscribed and
sworn to me on June 19 1996

J. R. Nystrom

John R Nystrom
Marion County
Commission expires 05/99

82-23

AMENDMENT TO LAKE COVENANTS AND RESTRICTIONS WILLOW SPRINGS SUBDIVISION

WHEREAS there exists Lake Covenants and Restrictions for Willow Springs Subdivision recorded on November 1, 1991 in Miscellaneous Record 128, pages 143-146 all in the office of the Recorder of Hendricks County, Indiana; and *See 155 pg 457 Amended*

WHEREAS, the Undersigned, as owners of certain real estate located within said Willow Springs Subdivision, Hendricks County, Indiana are desirous of amending said restrictions and covenants as follows:

Number 1 now reads as follows:

1. The Lake Area comprising approximately 23,282 square feet, more or less, shall be owned and controlled as tenants in common (each with an undivided 1/14th interest which may be diminished if any owners of new lots are hereafter admitted) by the owners of all lots contiguous to the Lake Area. Lots 23, 24, 25, 26, 27, 29, 30, 31, 36, 37, 38, 39, 40 and 41 as shown on the plat of Willow Springs Subdivision shall be identified as lots contiguous to the Lake Area in Willow Springs Subdivision.

Number 3 now reads as follows:

3. The co-owners of the aforementioned lots shall have one (1) vote for all matters affecting the lake including the selection of the three (3) persons to act as the Executive Committee who shall be responsible for establishing and maintaining Association records, bank accounts, insurance policies and any other items the owners direct. A majority vote (seven or more) of the owners is required for electing these representatives and for acting upon all business that comes before the owners.

So amended this 31 day of July, 1999

Michael Crawford
Name Lot 23

Fanny Barber
Name Lot 23

Kevin Hopper
Name Lot 24

Robert Hoffer
Name Lot 24

Will H. Smith 7/30/99
Name Lot 25

Julie L. Stevens Will H. Smith
Name Lot 25

Mike Von 8/26/99
Name Lot 26

Paul Von 8/26/99
Name Lot 26

George Dinger
Name Lot 27

Billie Dinger
Name Lot 27

[Signature]
Name Lot 29

[Signature]
Name Lot 29

[Signature]
Name Lot 30

Valerie DeBeaumont
Name Lot 30

Michael J. Heald 7/29/99
Name Lot 31

Stephanie Hamilton 7-29-99
Name Lot 31

199900028981
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
On 10-06-1999 At 10:33 am.
AMEND COVEN 15.00
OR Book 144 Page 1710 - 1711

2+4

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Richard Shepherd. Marti Shepherd
 Name Lot 36 Name Lot 36

Jim Stall 7-29-99
 Name Lot 37

Lisa M. Dall 7-29-99
 Name Lot 37

Brian M. May 7-29-99
 Name Lot 38

Angie A. May 7-29-99
 Name Lot 38

[Signature] 7-30-99
 Name Lot 39

BRICKSFORD
 Name Lot 39

Doreen J. Baker
 Name Lot 40

Lela D. Baker
 Name Lot 40

Matthew D. Duester
 Name Lot 41

[Signature]
 Name Lot 41

STATE OF INDIANA)
)SS:
 COUNTY OF)

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 26 day of August, 1999

My Commission Expires:
June 27, 2001

William H. Stearns #
 Signature of Notary Public

County of Residence:
Hendricks

William H. Stearns #
 Printed Name of Notary Public