

Contiguous-to-the-Lake Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The White Pine Lake Contiguous-to-the-Lake Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the White Pine Lake Place Contiguous-to-the-Lake 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.

I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien: Remedies of White Pine Lake Contiguous-to-the-Lake Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the White Pine Lake Contiguous-to-the-Lake Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of judgment, said judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein 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 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.

K. 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 assessment or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all common areas 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; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

L. **Voting, Board and Developer.** Each owner of a lot numbered 2, 4, 6, 8, 10, 12, 14, 17, 18, 19, 22, or any other lot abutting the lake in the Development of White Pine Lake shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than five (5) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of two (2) members; Ivanka Branka Canak and Nedeljko Canak which Initial Board shall serve until the sale of contiguous-to-the-lake lots in the Development or until January 1, 1999, whichever first occurs.

6. All those lots in the development which are contiguous to the lake in the development and owners thereof shall belong to the White Pine Lake Contiguous-to-the-Lake Association and shall be governed by the By-laws of that such association.

7. **Signs.** No sign of any kind shall be displayed to the public view upon any homesite, except one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. The sign must be removed within ninety (90) days after completion of or sale of property.

8. **Storage Tanks.** Any gas or oil storage tanks used in connection with a lot shall comply with the laws, rules, and regulations of the Indiana State Fire Marshall, the Environmental Protection Agency, and all other relevant governmental bodies.

9. **Hunting and Trapping.** Hunting and trapping are prohibited in this subdivision.

10. **Driveways:** Lot owners are responsible for purchasing and constructing a residential driveway. Residential driveways shall be constructed of portland cement concrete, asphalt or other hard-surface materials; however, driveways between the backs of curbs and street boundaries, as well as sidewalks, shall be constructed only of portland cement concrete. Pavement shall be a minimum of four (4) inches thick, excluding subbase material.

11. **Livestock and poultry:** No animals, livestock, or poultry of any kind shall be housed, bred, or kept on any lot except family pets, which may be kept provided they are not kept, bred, or maintained for commercial purposes, and not to create or constitute a nuisance.

12. **Garbage and Refuse Disposal.** No lots shall be used or maintained as dumping ground for rubbish, garbage, or other waste, and same shall not be kept except in sanitary containers out of view for street except on days of collection. There shall be no use of exterior or outside incinerators or burners for burning of trash.

13. **Vehicle regulations:** No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, truck or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage.

Violations: Enforcement shall be by proceedings at law by said Developer, Land Owner, Homeowners Association or their assignee or the Hendricks County Planning Commission in equity against any person(s), partnership(s) violating or attempting to violate any covenants either to restrain the violation or recover damages. These restrictions shall insure to and be enforceable on any single family dwelling unit or common area surrounding thereof in this addition and any judgment for costs on account of legal action brought to enforce said restrictions, or any of them, shall carry with it attorney's fees for plaintiff's attorney, including, but not limited to, all trial fees and appeal fees, which shall attach to and be lien upon any real estate owned by the defendant in this addition.

14. No parcel of land shall be re-divided into a smaller parcel.

15. **Landscaping.** The lot owner shall landscape the lot within sixty (60) days following completion of a house thereon, weather permitting.

16. **Maintenance of Lots and Improvements.** Each lot owner shall at all times maintain the lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions, including erosion, that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state or repair. All lots, whether improved or not, shall be mowed by the lot owners or their designated representatives at least twice during each of the months of April through September. Individual lot owners are responsible for repairing any damage to Development improvements created during construction of the owner's lot, including but not limited to roads, sewer lines, common areas, and sidewalks. Privacy hills situated on Lots 1 and 2 shall be owned and maintained by the owners of such lots.

17. **Swimming Pools.** No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by the Committee.

18. **Exterior Antennas and Satellite Dishes.** No television or radio antennas, satellite dishes (larger than 18 inches in diameter) or similar devices for television, radio and/or telephone reception or transmission may be erected by any Lot Owner on the exterior of a residential dwelling structure in the Development. However, inside attic antennas and cable service are acceptable.

19. **Sidewalks.** Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date.

All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.

Sidewalks that abut County Road 625 East along lots 1 and 2 will initially be installed by Developer, but thereafter the owners of lots 1 and 2 shall be responsible for maintaining that portion of the sidewalk that runs along their individual lot.

20. Mailboxes. Size, location, lighting, height and composition of every mailbox shall be approved by the Committee prior to installation and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General.

21. Clothes Lines. Collapsible and removable clothes line will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.

22. Rules Governing Building and Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of the said Lots as a site for a single-dwelling residential structure, such Lot Owner shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single-dwelling house shall be treated as a single Lot for the purpose of applying these restrictions to said Lots, so long as the Lots remain improved with a one-single dwelling residential structure. However, no such combination of lots shall, by itself, reduce any member's vote with the Association (i.e., each Owner will still have one vote for each Lot owned.)

23. Blanket Easement. Each Lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainage ways and sub-surface drains of the drive, with this blanket temporary easement being supplementary to the easements depicted on the plat of White Pine Lake.

24. Easement Area of Lake. The easement areas for lakes, as shown on the plat shall only be utilized for maintenance of the lakes and lake area through the Association and shall not be utilized by owners, other than the owner of that respective lot.

25. Architectural Design. No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by, the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. Specifically, the roof pitch of all dwellings shall have a pitch of not less than 6/12. All dwellings shall have not less than eighty-five percent (85%) masonry on the exterior thereof. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) business days after such plans and specifications have been submitted to it, such plans shall be deemed disapproved.

26. **Enforcement.** Any Owner of any Lot or Lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. Furthermore, Ivanka Canak and Nedeljko Canak, as Developers of White Pine Lake may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any provision within this Declaration. The successful party to any such action shall recover attorney fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.

If any Owner of a Lot in this subdivision shall fail to maintain his Lot and/or any improvements situated thereon, or fail to construct sidewalks in accordance with these restrictive covenants, the Committee and/or Contiguous Owners Association shall have the right, but not the obligation, by and through its agents and employee contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may be reasonable or necessary to make said Lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee and/or Contiguous Owners Association shall be collected in any reasonable manner from the Owner. Neither the Committee and/or Contiguous Owners Association nor any of either of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the Owner or Owners of that Lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the Committee and/or Contiguous Owners Association, such charge has remained due and payable for an unreasonable long period of time, the Committee and/or Contiguous Owners Association may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owed, in any court of competent jurisdiction. The Owner of the Lot or Lots, subject to the charge, shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney fees, incurred by the Committee and/or Contiguous Owners Association in collecting the same. Every Owner of a Lot in this subdivision, and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot in this subdivision is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

The Committee assumes no liability, jointly or severally, for decisions rendered pursuant to these covenants.

27. **Term.** These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the Lot Owners has been recorded agreeing to change said Covenants in whole or in part.

28. Severability. Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said party, as Developer of the above described subdivision, has hereunto set his hand and seal this 16 day of JANUARY, 1996.

Ivanka Branak Canak
Ivanka Branak Canak

Nedeljko Canak
Nedeljko Canak

STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public, in and for said County and State, personally appeared Ivanka Branak Canak and Nedeljko Canak, who acknowledged the execution of the foregoing Restrictive Covenants of White Pine Lake, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 16th day of January, 1996.

My Commission Expires:

10-13-98

Amy Comer Broderick
Signature of Notary Public

Amy Comer Broderick

County of Residence:

Hendricks

Printed Name of Notary Public

This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122. (317-745-4300).

WHITE PINE LAKE--SECTION I
(Platted as "Canak Place")

Part of the Northwest quarter and part of the West half of the Northeast quarter of Section 22, Township 15 North, Range 1 East of the Second Principal Meridian in Washington Civil Township, Hendricks County, Indiana, more particularly described as follows: Commencing at a stone marking the southeast corner of said northwest quarter section; thence south 89 degrees 41 minutes 53 seconds west (assumed bearings herein), 323.11 feet (321.75 Deed) along the south line thereof to a stone set by Job Hadley in 1867 establishing the center of a public road (County Road 625E); thence north 14 degrees 58 minutes 54 seconds west, 1010.32 feet (1013.25 Deed) to the point of beginning; thence continuing north 14 degrees 58 minutes 54 seconds west, 459.60 feet (460.05 Deed) along said centerline; thence north 89 degrees 30 minutes 36 seconds east, 1116.68 feet; thence south 02 degrees 47 minutes 04 seconds east, 200.16 feet; thence north 80 degrees 22 minutes 40 seconds east 15.72 feet; thence south 09 degrees 37 minutes 20 seconds east, 250.65 feet; thence south 89 degrees 30 minutes 36 seconds west, 1064.98 feet to the point of beginning. Containing 11.08 acres, more or less, and subject to all legal easements, covenants, agreements and rights of way.

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WHITE PINE LAKE--SECTION 2
(Platted as "Canak Place")

Part of the Northeast quarter of Section 22, Township 15 North, Range 1 East of the Second Principal Meridian in Washington Civil Township, Hendricks County, Indiana; more particularly described as follows: Commencing at a stone marking the center of said Section 22; thence south 89 degrees 41 minutes 53 seconds west, 323.11 feet (321.75 deed) to a stone in the centerline of now County Road 625 E, said stone set by Job Hadley in 1867; thence north 14 degrees 58 minutes 54 seconds west along said centerline, 1010.32 feet (1013.25 deed) to the southwest corner of property described in a Warranty Deed to Nedjelko Canak and Ivanka Branka Canak, recorded in Book 316 page 447 in Hendricks County records; thence north 89 degrees 30 minutes 36 seconds east along the south line of said Canak property, 1064.98 feet to the point of beginning of this description; thence north 09 degrees 37 minutes 20 seconds west, 250.65 feet; thence south 80 degrees 22 minutes 40 seconds west, 15.72 feet; thence north 02 degrees 47 minutes 04 seconds west, 200.16 feet to the north line of said Canak property; thence north 89 degrees 30 minutes 36 seconds east along said north line, 945.80 feet to the northeast corner of said Canak property; thence south 00 degrees 08 minutes 09 seconds west 445.00 feet to the southeast corner of said property; thence south 89 degrees 30 minutes 36 seconds west 877.63 feet along the south line of said property to the point of beginning. Containing 9.37 acres, more or less and subject to all legal easements, covenants, agreements and restrictions.