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.
THE UNDERSIGNED, Iran J. Henry and Ethel F. Henry, husband and wife, as owners and proprietors of Cardinal Estates in Hendricks County, Indiana, do hereby and by this Indenture, restrictions and covenants, the lots in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, associations and/or anyone who may obtain title to said lots, as to the following terms, stipulations, conditions, and covenants, to-wit:

1. LOT USE: No portion of the said real estate shall be used except for single family residential dwelling purposes, nor shall any lot be further subdivided.

2. DWELLING LOCATION: No building shall be located on any lot nearer to the front property line than the minimum setback line shown on the plat, nor nearer than ten (10) feet to a side property line.

3. DWELLING SIZE: The ground floor area of the main structure, exclusive of one story porches, and garages shall NOT be less than 1200 square feet in the case of a one story structure, nor less than 1000 square feet in the case of a multiple story structure and no less than 1200 square feet of finished floor area in such multiple story structures.

4. DWELLING MATERIALS: All dwellings must be constructed with 100 per cent of the exterior walls covered with stone or brick veneers. No imitations of stone or brick may be used.

5. UTILITY BUILDINGS: One utility building, a maximum of 10 feet by 12 feet in size will be permitted per lot. Any such building shall be located no nearer than 100 feet of the front property line.

6. TEMPORARY RESIDENCE: No temporary structure, mobile home, tent, base ment, shack, garage or other outbuilding shall be used on any lot as a residence at any time, either temporarily or permanently.

7. ANIMALS: No livestock of any kind except household pets shall be kept on any portion of the above described real estate.

8. OFFENSIVE ACTIVITIES: No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. GARBAGE AND REFUSE DISPOSAL: No lot shall be used as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

10. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such system shall be obtained from said authority. The absorption field shall not be less than four hundred (400) square feet per bedroom.

11. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from said authority.

12. STREETS: A thirty (30) foot strip of ground from the front of all lots facing County Road 250 E to the center line of said road is hereby dedicated to the public.

13. UTILITY EASEMENTS: The strips of ground fifteen (15) feet in width as shown on the plat and marked utility easement are hereby reserved for the use of public utilities not including transportation companies, for the installation and maintenance of poles, mains, lines, and wires. No permanent building or other structures are to be erected or maintained on utility easements.

14. LANDSCAPING: All lots in this subdivision shall be improved with three (3) deciduous type shade trees within one year of the erection of a permanent structure. All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representative a minimum of once per month during the months of April through September.
15. SIGNS: No sign of any kind shall be displayed to the public view, on any lot, except one sign of not more than 5 square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

16. TERM: These covenants are to 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 that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.

17. ENFORCEMENT: If the parties hereto, or any of them, their heirs, or assignees shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any lots in said subdivision to prosecute by any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion for forfeiture of title.

18. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF: the said parties as owners and proprietors of the above described subdivision has hereby set their hands and seal this the 3 day of June 1971.

[Signature]

[Signature]

STATE OF INDIANA
COUNTY OF HENDRICKS

Before Me, the Undersigned, A Notary Public within and for said County and State, personally appeared Ivan S. Henry and Ethel F. Henry, husband and wife as owners and proprietors of the above described subdivision acknowledged the execution of the above and foregoing Protective Covenants as their Voluntary Act and Deed.


[Notary Public]

MICHAEL F. LEWIS
REGISTERED SURVEYOR

323 SOUTH HOMESTEAD
RICHMOND, INDIANA 47374

DATE

SCALE

DRAWN BY
THE UNDERSIGNED, Ivan S. Henry and Ethel F. Henry, husband and wife, as owners and proprietors of Cardinal Estates in Hendricks County, Indiana, do hereby and by this indenture, restrict and covenant the lots in said subdivision to themselves and their grantees, assigns, executors, heirs, or legal representatives, and to any person, persons, corporations, banks, associations and/or anyone who may obtain title to said lots, as to the following terms, stipulations, conditions, and covenants, to wit:

1. LOT USE: No portion of the said real estate shall be used except for single family residential dwelling purposes, nor shall any lot be further subdivided.

2. DWELLING LOCATION: No building shall be located on any lot nearer to the front property line than the minimum setback line shown on the plat, nor nearer than ten (10) feet to a side property line.

3. DWELLING SIZE: The ground floor area of the main structure, exclusive of one story porches, and garages shall NOT be less than 1700 square feet in the case of a one story structure, nor less than 800 square feet in the case of a multiple story structure and no less than 1300 square feet of finished floor area in such multiple story structures.

4. DWELLING MATERIALS: All dwellings must be constructed with 5/8 per cent of the exterior walls covered with stone or brick veneer. No imitations of stone or brick may be used.

5. UTILITY BUILDINGS: One utility building, a maximum of 10 feet by 12 feet in size will be permitted per lot. Any such building shall be located no nearer than 100 feet of the front property line.

6. TEMPORARY RESIDENCE: No temporary structure, mobile home, tent, basement, shack, garage or other outbuilding shall be used on any lot as a residence at any time, either temporarily or permanently.

7. ANIMALS: No livestock of any kind except household pets shall be kept on any portion of the above described real estate.

8. OFFENSIVE ACTIVITIES: No noxious, unlawful or otherwise offensive activity shall be carried on on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. GARBAGE AND REFUSE DISPOAL: No lot shall be used as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers. All incinerating or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

10. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such system shall be obtained from said authority. The absorption field shall not be less than four hundred (900) square feet per bedroom.

11. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from said authority.

12. STREETS: A thirty (30) foot strip of ground from the front of all lots facing County Road 250 E to the center line of said road is hereby dedicated to the public.

13. UTILITY EASEMENTS: The strips of ground fifteen (15) feet in width as shown on the plat and marked utility easement are hereby reserved for the use of public utilities not including transportation companies, for the installation and maintenance of poles, mains, lines, and wires. No permanent building or other structures are to be erected or maintained on utility easements.

14. LANDSCAPING: All lots in this subdivision shall be improved with three (3) deciduous type shade trees within one year of the erection of a permanent structure. All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representative a minimum of once per month during the months of April through September.
17. ENFORCEMENT. All the parties hereto, or any of them, their heirs, or assigns shall violate or attempt to violate any of the covenants herein shall be lawful for any person or persons owning any lots, in said subdivision to prosecute by any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation. A violation of any of the covenants herein shall result in reversion or forfeiture of title.

18. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties as owners and proprietors of the above described subdivision has hereto set their hands and seal this the 3 day of June 1971.

Ivan S. Henry Ethel F. Henry

STATE OF INDIANA
COUNTY OF HENDERSON

Before Me, the Undersigned, A Notary Public within and for said County and State, personally appeared Ivan S. Henry and Ethel F. Henry, husband and wife as owners and proprietors of the above described subdivision acknowledged the execution of the same and foregoing Protective Covenants as their Voluntary Act and Deed.


Notary Public

Refer to Miscellaneous Record Book 59, pages 241 and 242 for original Declaration of Covenants.
DECLARATION OF RESTRICTIVE COVENANTS BY K. B. THOMSON & ASSOCIATES, INC.
ENTERED FOR RECORD: MARCH 1, 1973

WITNESSES:

LANDOWNER: Developer and Owner of the Real Property comprised herin shall be required to comply with the special provisions of this Declaration and such rules and regulations as may be adopted hereunder, for the purpose of maintaining the character of the development of the Real Property herein described, and shall comply with the provisions of Article III hereof as hereinafter stated.

ARTICLE I

Section 1: The following restrictions shall be applied to all Real Property herein described:

(a) All Real Property shall be maintained in good repair and shall be kept free from any conditions that may be detrimental to the general welfare of the community.

(b) All Real Property shall be used for residential purposes only, and no building or structure hereon shall be used for any purpose other than that for which it is intended.

(c) All Real Property shall be subject to the provisions of this Declaration and any amendments thereto.

ARTICLE II

Section 1: No building or structure shall be erected upon any Real Property herein described without the written permission of the Developer and Owner of the Real Property.

Edition of this Declaration shall be maintained for the benefit of all Real Property herein described, and any amendments thereto shall be subject to the provisions of this Declaration.

Enforcement: All provisions of this Declaration shall be enforceable by the Developer and Owner of the Real Property, and any violation thereof shall be subject to the provisions of this Declaration.

ARTICLE III

Section 1: The following restrictions shall be applied to all Real Property herein described:

(a) No building or structure shall be erected upon any Real Property herein described without the written permission of the Developer and Owner of the Real Property.

(b) All Real Property shall be subject to the provisions of this Declaration and any amendments thereto.

(c) Enforcement: All provisions of this Declaration shall be enforceable by the Developer and Owner of the Real Property, and any violation thereof shall be subject to the provisions of this Declaration.

ARTICLE IV

Section 1: No building or structure shall be erected upon any Real Property herein described without the written permission of the Developer and Owner of the Real Property.

ARTICLE V

Section 1: All Real Property shall be maintained in good repair and shall be kept free from any conditions that may be detrimental to the general welfare of the community.

ARTICLE VI

Section 1: No building or structure shall be erected upon any Real Property herein described without the written permission of the Developer and Owner of the Real Property.

ARTICLE VII

Section 1: All Real Property shall be subject to the provisions of this Declaration and any amendments thereto.

Enforcement: All provisions of this Declaration shall be enforceable by the Developer and Owner of the Real Property, and any violation thereof shall be subject to the provisions of this Declaration.

ARTICLE VIII

Section 1: No building or structure shall be erected upon any Real Property herein described without the written permission of the Developer and Owner of the Real Property.

ARTICLE IX

Section 1: All Real Property shall be maintained in good repair and shall be kept free from any conditions that may be detrimental to the general welfare of the community.

ARTICLE X

Section 1: No building or structure shall be erected upon any Real Property herein described without the written permission of the Developer and Owner of the Real Property.

Enforcement: All provisions of this Declaration shall be enforceable by the Developer and Owner of the Real Property, and any violation thereof shall be subject to the provisions of this Declaration.

ARTICLE XI

Section 1: All Real Property shall be subject to the provisions of this Declaration and any amendments thereto.

This Declaration is entered for record in accordance with the provisions of the Real Estate Title Act of 1947, RSA 478-B.

K. B. THOMSON & ASSOCIATES, INC.

MAY 1, 1973

* * * * *

ARTICLE XII

Section 1: The following restrictions shall be applied to all Real Property herein described:

(a) All Real Property shall be maintained in good repair and shall be kept free from any conditions that may be detrimental to the general welfare of the community.

(b) All Real Property shall be subject to the provisions of this Declaration and any amendments thereto.

Enforcement: All provisions of this Declaration shall be enforceable by the Developer and Owner of the Real Property, and any violation thereof shall be subject to the provisions of this Declaration.

ARTICLE XIII

Section 1: No building or structure shall be erected upon any Real Property herein described without the written permission of the Developer and Owner of the Real Property.

ARTICLE XIV

Section 1: All Real Property shall be maintained in good repair and shall be kept free from any conditions that may be detrimental to the general welfare of the community.

ARTICLE XV

Section 1: No building or structure shall be erected upon any Real Property herein described without the written permission of the Developer and Owner of the Real Property.

Enforcement: All provisions of this Declaration shall be enforceable by the Developer and Owner of the Real Property, and any violation thereof shall be subject to the provisions of this Declaration.

ARTICLE XVI

Section 1: All Real Property shall be subject to the provisions of this Declaration and any amendments thereto.

This Declaration is entered for record in accordance with the provisions of the Real Estate Title Act of 1947, RSA 478-B.
Section 2. Existing Property. The real property which is and shall be held, maintained, sold, conveyed, and occupied subject to this declaration, as located in Hamilton County, Indiana, is more particularly described as follows:

Part of Section 8 West Half of Section 6, Township 20 North, Range 1 West, Brown and Lawrence Townships, Hamilton County, Indiana, and being more particularly described as follows:

Comencing at the Southwesterly corner of said East Half of Section 6, Township 20, Range 1 West, Brown and Lawrence Townships, Hamilton County, Indiana, and extending in the following manner:

1. From the Southwesterly corner of said East Half of Section 6, Township 20, Range 1 West, Brown and Lawrence Townships, Hamilton County, Indiana, thence North 00 degrees 00 minutes 00 seconds West 247.97 feet; thence North 00 degrees 00 minutes 00 seconds East 159.96 feet; thence North 00 degrees 00 minutes 00 seconds West 288.78 feet; thence North 00 degrees 00 minutes 00 seconds West 159.96 feet; thence South 00 degrees 00 minutes 00 seconds West 247.97 feet; thence South 00 degrees 00 minutes 00 seconds West 159.96 feet, to the point of beginning.

All of which real property shall hereinafter be referred to as "Existing Property."

Section 3. Additional Land or any become subject to this Declaration.

(a) The Developer, his successors and assigns, shall have the right to bring additional lands located in Hamilton County, Indiana, into the scope of this Declaration. Such additional additions, of which shall become subject to the provisions of this Declaration, the amount of such additions shall be devoted to the common use and enjoyment of all owners of properties which are subject to this declaration. The Developer's rights to bring additional lands into the Declaration shall not be valid to bind the Developer, his successors and assigns, to make the proposed additions or to subject to the terms of this Declaration, unless the Developer, his successors and assigns, shall make an application therefor in writing to the Board of Directors of the Corporation with a copy to the Corporation. Any such application shall be made by filing of record a Supplementary Declaration of Covenants and Conditions with respect to the additional property which shall extend the terms of the Covenants and Conditions of this Declaration to such property. Any Supplementary Declaration shall be in such supplemental resolution and form as the Board of Directors of the Corporation may prescribe.
section 2. Subject to the conditions previously mentioned in the deed of sale and subject to the conditions in this deed, the developer shall retain the right to convey the lands and improvements to the association as provided in the deed of sale and subject to the conditions in this deed.

section 3. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 4. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 5. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 6. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 7. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 8. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 9. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 10. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 11. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 12. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 13. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 14. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 15. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 16. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 17. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 18. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 19. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 20. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 21. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 22. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 23. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 24. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 25. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 26. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 27. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 28. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 29. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.

section 30. The developer shall convey to the association the lands and improvements as provided in the deed of sale and subject to the conditions in this deed.
State of Indiana  )  SS:  
County of Hendricks  )

Before me, a Notary Public, in and for said County and State, personally appeared Robert N. Thompson, President of R. N. Thompson & Associates, Inc., and acknowledged the execution of the foregoing instrument as his voluntary act and deed for the use and purpose therein expressed.

Witness my hand and seal this 4th day of May, 1978.

(Signature)  __________
(Bettie J. Mitchell)
(Notary Public)
(Printed)  __________
(Bettie J. Mitchell)

My commission expires:  
Mar. 2, 1983

County of Residence:  
Marion

This instrument was prepared by Susanne B. Jones, Ice Miller Donadio & Ryan, 10th Floor, 111 Monument Circle, Indianapolis, Indiana 46204.
1627

AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
FOR SHOAL CREEK ESTATES

THIS AMENDMENT, made this 4th day of July, 1988, by the Shoal Creek Homeowners Association, Inc. and its individual members who are members of the Shoal Creek Homeowners Association, (hereinafter referred to as "Association"),

WITNESSETH:

A. WHEREAS Section 5 of Article IV of the Declaration of Restrictive Covenants by R. N. Thompson & Associates, Inc. hereinafter called "Developer", as recorded May 11, 1973, in book 63, pages 546-55, in the office of the Recorder of Hendricks County, Indiana, which apply to Shoal Creek Estates, a subdivision in Hendricks County, Indiana, as per plat thereof recorded May 11, 1973, in Plat Book, 63, page 546, and June 3, 1977, in Plat Book 73, page 633, all in the office of the Recorder of Hendricks County, Indiana, provides for the method of amendment of the assessment amounts due under said Declaration; and,

B. WHEREAS, on July 14, 1988, a meeting of members of the Shoal Creek Homeowners Association was held pursuant to notice as set forth in the said Declaration of Restrictive Covenants, that being at least 30 days in advance, wherein 34 of 42 lot owners were represented in person or by proxy, that being proper quorum, a proper quorum being sixty percent (60%) of the members, and,

C. WHEREAS, a vote was cast on the issue of amending the said Declaration of Restrictive Covenants which should be made of record.

NOW THEREFORE, the Association, by its officers, hereby states that the following amendments to said Declaration of Restrictive Covenants recorded in Book 63, page 546-55, were passed and should be entered of record;

1. Article V, Section 3, is amended to provide that effective April 1, 1989, the annual assessment shall be $125.00 per each Original Lot.
2. A special assessment under Article V, Section 4, to be used solely for repairs and dredging to the creek between the two bridges on the east side of the creek, in the amount of Fifty Dollars ($50.00) per each Original Lot, shall be due on September 14, 1988.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed the day and year first above written.

SHOAL CREEK HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
President

By: [Signature]
Secretary

STATE OF INDIANA
)
COUNTY OF HENDRICKS
)

Before me, a Notary Public in and for said County and State, personally appeared GLENN Q. LITTS and JOYCE A. COMPTON, the President and Secretary of Shoal Creek Homeowners Association, Inc. who acknowledged the execution of the foregoing Amendment to Declaration of Restrictive Covenants for Shoal Creek Estates, for and on behalf of said Corporation.

Witness my hand and Notary Seal this 7th day of NOVEMBER, 1988.


Notary Public
Printed Name: JOYCE A. ROGERS
County of Residence: HENDRICKS

This instrument prepared by Charles E. Hostetter, Attorney at Law.
AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
FOR SHOAL CREEK ESTATES

THIS AMENDMENT, made this 18 day of October, 1992, by
the Shoal Creek Homeowners Association, Inc. and its individual
members who are members of the Shoal Creek Homeowners
Association, (hereinafter referred to as "Association"),

WITNESSETH:

A. WHEREAS Section 5 of Article IV of the Declaration of
Restrictive Covenants by R.N. Thompson & Associates, Inc.
hereinafter called "Developer", as recorded May 11, 1973, in
book 63, pages 546-55, in the office of the Recorder of
Hendricks County, Indiana, which apply to Shoal Creek Estates,
a subdivision in Hendricks County, Indiana, as per plats
thereof recorded May 11, 1973, in Plat Book, 63, page 546, and
June 3, 1977, in Plat Book 73, page 633, all in the office of
the Recorder of Hendricks County, Indiana, provides for the
method of amendment of the assessment amounts due under said
Declaration; and,

B. WHEREAS, on SEPT 14, 1991, a meeting of members of the
Shoal Creek Homeowners Association was held pursuant to notice
as set forth in the said Declaration of Restrictive Covenants,

ENTERED FOR RECORD

AUG 24 1992

HENDRICKS COUNTY RECORDER

132 303
that being at least 30 days in advance, wherein 34 of 42 lot owners were represented in person or by proxy, that being proper quorum, a proper quorum being sixty percent (60%) of the members, and,

C. WHEREAS, a vote was a cast on the issue of amending the said Declaration of Restrictive Covenants which should be made of record.

NOW THEREFORE, the Association, by its officers, hereby state that the following amendment to said Declaration of Restrictive Covenants recorded in Book 63, page 546-55, was passed and should be entered of record;

Article V, Section 3, is amended to provide that effective April 1, 1993, the annual assessment shall be $150.00 per each Original Lot. The annual assessment of $150.00 shall be divided into two funds to be used as follows:

(a) $100.00 of each assessment will be deposited into the common maintenance, general purpose fund to be used for general upkeep of the Association areas; and

(b) $50.00 of each assessment will be deposited into a general lake dredging fund to be retained and accumulated for use periodically to have the lake dredged. Until such lake dredging fund is used, it shall be maintained in an interest bearing account or investment which account or investment is fully guaranteed by the federal government of the United States, or an agency thereof.
IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed the day and year first above written.

SHOAL CREEK HOMEOWNERS ASSOCIATION INC.

By: ____________________________
    President

By: ____________________________
    Secretary

STATE OF INDIANA     
COUNTY OF HENDRICKS

Before me, a Notary Public in and for said County and State, personally appeared ___________________ and ___________________.

__________________________
Secretary, the President and Secretary of Shoal Creek Homeowners Association, Inc. who acknowledged the execution of the foregoing Amendment to Declaration of Restrictive Covenants for Shoal Creek Estates, for and on behalf of said Corporation.

Witness my hand and Notary Seal this __________ day of __________, 1992.

My Commission Expires: ________

__________________________
Notary Public

Printed Name ____________________

County of Residence: ___________

This instrument prepared by Mark S. O’Hara, Attorney at Law.