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Subdivision Covenants and Restrictions

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C H A M P I O N  L A K E  E S T A T E S

S E C T I O N  O N E

C O V E N A N T S

The undersigned, Mega Lakes, Inc., an Indiana Corporation ("Declarant"), being the owner of the real estate shown and described herein (legal description attached), does hereby certify that it has laid off, platted, and subdivided, and does hereby lay off, plat, and subdivide, said real estate in accordance with the within plat. This plat shall be known and designated as Champion Lake Estates in Hancock County, Indiana. The following restrictions, limitations, and safeguards are hereby imposed upon and shall run with the real estate described in this plat:

1. All streets and areas shown as street easements on this plat, and not heretofore dedicated, are hereby dedicated to the public.

2. Building setback lines are hereby established as shown on this plat, between which lines and the property lines of the adjacent streets and/or legal boundaries, there shall not be erected or maintained any building or structure, except for installations which are permitted to be made in the Easements and Restrictions hereinafter described.

3. There are strips of ground as shown on the within plat marked "Drainage and Utility Easement" or "D.U.E.'s," and may be utility or drainage easements either separately or in any combination of the same. Such strips of ground are hereby subjected to said easements, which are hereby created and reserved, for the use of the public utility companies, governmental agencies and Declarant as follows:

(a) "Drainage and Utility Easements", or "D.U.E.'s", are created for the use of all public utility companies, including cable television companies, but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, drains, pipes and other utility installations for the purposes of furnishing utility services; (such Drainage and Utility Easements may also be used for all purposes for Sanitary Sewer Easements if same are at some time mandated by county or other appropriate governmental authority)

(b) "Drainage Easements", or "Drainage and Utility Easements" or "D.U.E.'s" are also created to provide paths and courses and a system for natural areas and local storm drainage, either overland or in appropriate underground installations, to serve the needs of the area and adjoining ground and the public drainage system; the owners of all lots are and shall be required to keep any areas of their lots designed for the natural flow of water free of obstructions to such natural flow, including but not limited to construction and plant material, so that the flow of water will be unimpeded, and any improvements made or under any such easements by the owner and shall be at the risk of the property owner; such Drainage Easements may also be used for all purposes for which Drainage and Utility Easements may be used hereunder;

All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress, and across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this plat shall take and hold title to their lots subject to all of the foregoing easements, to the rights of the public utility companies, governmental agencies, Declarant, and/or Ski Association therein, and to the jurisdiction of the proper governmental authorities. No permanent or other structures shall be erected or maintained on any of the foregoing easements, except for walls, fences, driveways, walkways and other installations which are specifically permitted hereunder; any walls, fences, driveways, walkways and other installations erected and maintained on any of the foregoing easements shall be at the risk of the party erecting and maintaining the same and subject to the rights and easements herein and hereby created.

4. Drainage swa within the right-of-way of the principal roads shall be trimmed, kept and maintained by the Board (Commissioners) added to the right-of-way for or parking areas must that said drainage swa water. Driveways may only when appropriate the Hancock County Su

5. Any property drainage swales or d i action easement to repair said damage the Hancock County Or repairs to be demolish to the affected

6. It shall be plat on which any par it to keep a his lot continuously provide for the insta may be reasonably nec subjection.

The use of a with Hancock County, amendments thereto or Further, each lot shall residential purposes.

8. There shall committee to be known Control Committee ("Committee"), to per the same until the Declarant no longer date upon which Decla act as the Architect of said relinquish any for other said Declarant's records, same designated by De for the applicable date set the Architectural Co (all of whom must be annually (in the round balance of the then ear thereafter the other owners of such property by the any lot. At such entitle to one (1) the Architectural Co persons receiving the owners present in Pe cumulative voting by the Architectural Committee were elected, and un the order of the day of the Architectural conclusively preserve lot in this plat, t the successor or suc created, until the the Architectural Co approval or disappro the decision of a no exception and be fin anything to the conti Committee shall have the installation, coll the Ski Association in th
4. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, rilled, or otherwise changed without the permission of the Hancock County Drainage Board (Commissioners). Lot owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over said swales or ditches only when appropriate sized culverts are installed as set out in the Hancock County Subdivision Control Ordinance.

5. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given ten (10) days by registered mail to repair said damage, after which time, if no action is taken, the Hancock County Drainage Board (Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

6. It shall be the duty of each owner of each lot in the plat on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be in December of his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purpose of this subsection.

The use of all lots in this plat shall be in accordance with Hancock County, Indiana, Zoning Ordinances as adopted and any amendments thereto and with all restrictions contained herein. Further, each lot shall be used exclusively for single family residential purposes.

8. There shall be, and hereby is, created and established a committee to be known as the "Champion Lake Estates Architectural Control Committee" (herein referred to as the "Architectural Committee"); to perform the functions provided by this section until the earlier of (a) the date upon which the Declaration no longer owns any lots in this subdivision, or (b) the date upon which the Architectural Committee shall resign its position by giving notice of such resignation to the Architectural Committee. The Architectural Committee shall resign its position by giving notice of such resignation to the Architectural Committee. After the applicable date set forth in the immediately preceding sentence, the Architectural Committee shall consist of three (3) persons (all of whom must be owners of lots in this plat), to be elected annually (in the month following such applicable date) to serve three-year terms. Each year thereafter for the next succeeding calendar year) by the owners of lots as shown on this plat at a meeting called for such purpose by the Architectural Committee or by the owner of any lot. At such meeting the owners of each lot shall be entitled to one (1) vote for each lot owned for each member of the Architectural Control Committee to be elected, and the three (3) persons receiving the greatest number of votes from among those persons present in person or by proxy shall be deemed elected. Each member of the Architectural Committee shall serve for the term for which they were elected, and until their successors are duly elected. In the event of the death, disability or resignation of any member of the Architectural Committee (and any member thereof shall be conclusively presumed to have resigned) no longer owns any lot in this plat), the remaining member or members shall select the successor or successors to fill the vacancy or vacancies created until the next election. A majority of the members of the Architectural Committee shall constitute a quorum for any approval or disapproval, or the taking of any other action, and the decision of a majority of such members shall control without exception and be final, conclusive and binding. Notwithstanding anything to the contrary contained herein, the Architectural Committee shall have no control over, or any right to approve, installation, construction, maintenance, repair, reconstruction or replacement of items or improvements by Declaration or the Association in the Common Areas and on or around the Lake.
9. No construction shall be commenced, nor shall any building, structure or other improvements (including, without limitation, but not limited to landscaping, piers, beaches, fences, walls, driveways and walkways) be erected, installed, removed, placed or altered (including changes in exterior materials, color or appearance), on any lot or any improvements on any lot in this plat until the building plans, specifications and plot plan (hereinafter referred to as plans) showing the location thereof and of all improvements proposed, including driveway size and location and drainage, well and septic systems, color and composition of all exterior materials to be used shall be submitted to the Architectural Committee together with any other information and material the Architectural Committee may require. Such material is to be submitted in writing by the lot owner and approved in writing by the Architectural Committee as to the compatibility of the interior and exterior design, appearance and location of the same with existing structures in this plat and as to the conformity of the same with the intent of the covenants and restrictions set herein. Two (2) complete sets of plans and specifications for any such proposed construction or improvement shall be submitted. There shall also be submitted, where applicable, any permits or reports required by law. All such plans shall be prepared by either a registered land surveyor, engineer or architect (other than landscaping plans that do not contemplate any construction other than planting trees, shrubbery and flowers). The plans and specifications for water and/or septic systems shall include:

(i) Location of wastewater treatment system.

(ii) Location of the finger system (the finger system is to be located in the immediate area of a certified percolation test but no part of the finger system can be located within one hundred fifty (150) feet of the edge of the Lake).

(iii) Location of water well. Each lot owner shall be required to install a water well for drinking and other water purposes.

(iv) Location of peripheral subsurface drain tile (the peripheral subsurface drain tile shall encircle the house and finger system).

(v) Direction of surface water flowage on the lot.

(vi) Details of construction.

No sump pump drain or other drains shall outlet on to the street or Lake.

The lot owner will specify the contractor who is to install the well, sewage system, finger system and peripheral subsurface drain tile. The Contractor is to be bonded, experienced and competent for these types of installation. The Architectural Committee may reject specific Contractors if they fail to meet the Architectural Committee specifications. The wastewater treatment system, finger system and peripheral subsurface drain tile are to be installed in accordance with approved plans and specifications as provided herein and these installations shall be left uncovered until inspection and approval by the Architectural Committee. Certification is to be made by the engineer or other qualified and approved person as to compliance with plans and specifications. All water systems and/or methods of sewage and disposal in this plat are to be in compliance with the regulations and/or procedures of the State Board of Health or other civil authority having jurisdiction.
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A copy of the engineer's or other qualified and approved person's certification will be retained by the Architectural Committee for its records.

If the Architectural Committee fails to act upon any plans properly submitted to it for its consideration within a period of fourteen (14) days after the submission date of the same, the owner may then proceed with the building or construction activities according to the plans as submitted. Should such plans, specifications or other materials submitted to the Architectural Committee not be approved by it hereunder, to make exceptions to or waive or vary any of the restrictions contained herein if, in its discretion, it determines that such exceptions, waivers and variances will not substantially detract from the compatibility of the construction as so approved with existing structures in this plat; provided, however, that no such exception, waiver or variance shall be made as to restrictions set forth herein which are also required pursuant to any zoning ordinance, building code or other governmental law, ordinance, rule or regulation. The approvals of the Architectural Committee shall be in addition to, and not in lieu of, any approvals as to such matters or permits for such matters required to be obtained from any other persons or governmental entities pursuant to the laws of the State of Nebraska, any zoning ordinance or building code, or otherwise. The Architectural Committee shall approve or disapprove all construction or changes or additions of the Lake in accordance with the requirements of Declarant or, if Declarant has relinquished ownership of the Lake to the Ski Association to the then majority of holders of the "A" Ski Rights (defined herein).

10. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunctive or any other remedy is hereby reserved to each of the owners of the several lots in this plat, their heirs and assigns, Declarant, the Architectural Committee, all their successors and assigns, and the Ski Association as to enforcement of covenants pertaining to the Common Areas and Lake (as defined herein) and as to water ski rights: all of which persons or entities shall be entitled to such relief without being required to show any damage of any kind to any such owner, owners or party by or through any such violation or attempted violation. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expiring on December 31, 2010, and which time said covenants, limitations and restrictions shall be automatically extended for successive periods of ten (10) years each, unless, by a vote of the majority of the then owners of the lots in this plat, it is agreed to change or terminate these covenants, limitations and restrictions in whole or in part; provided, however, that no change or termination of said covenants, limitations and restrictions shall affect any easement hereby created or granted unless all persons entitled to the
beneficial use and enjoyment of such easement shall consent thereto; and provided also that unless one hundred percent (100%) of the holders of the Class "A" membership of the Ski Association therein defined, agree, their first right of use of the ski areas of the Lake shall continue and shall not be restricted to the other owners of lots on this plat, the Declarant or the Ski Association, or any of the covenants, limitations and restrictions contained herein by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

11. There is a parcel designated on the recorded plat as "Lake." Such parcel to the extent covered by water from time to time together with all adjoining real estate to a line which is one hundred forty-four (144') above the high water mark hereby defined for the purposes of these plat restrictions as the "Lake." The Declarant may retain the ownership of the Lake or may transfer the same to the Ski Association which shall then assume all powers, rights and duties of the Declarant pertaining to the Lake. The Lake shall be retained for the use of the owners of lots within the plat and for stockholders of the Declarant for waterski purposes and other purposes determined by the Declarant and/or Ski Association consistent with that use. Said use shall be subject to the restrictions hereafter set out and such rules and regulations as may be promulgated by the Declarant and/or Ski Association as provided herein to assure a safe and orderly use of the Lake by the respective lot owners and to assure enjoyment of the facility consistent and in full compliance with all applicable governmental rules, laws and regulations.

12. In addition to the covenants, limitations and restrictions contained herein or in this plat, portions or all of the real estate described in this plat are or may in the future become subject to certain additional covenants and restrictions contained or to be contained in separate instruments which Declarant may record in the office of the Recorder of Hancock County, Indiana (the "Declaration"), providing for the maintenance, upkeep, repair, operation and administration by a not-for-profit corporation which may be incorporated under the laws of the State of Indiana by Declarant under the name "Champion Lake Estate Ski Association, Inc." or a name similar thereto (hereafter referred to as "Ski Association"), for installations and improvements made or to be made by Declarant and/or the Ski Association in the Common Areas and Lake provided for herein and which shall have the authority and power to enforce these Champion Lake Plat Restrictions as provided herein to the Declarant and after such time that the Declarant transfers said power and authority to the Ski Association pursuant to this document herein, and for the sharing of the costs thereof by the owners of all lots and properties benefited thereby, and subject further to all the rights, powers, duties and obligations of the Declarant and/or Ski Association. Said Declarant and/or Ski Association shall also promulgate the rules and regulations for use of the Lake and Common Areas by which all lot owners and their guests or invitees shall be bound. Declarant shall perform all functions including formulation of rules and regulations and the right to assess lot owners as pertains to the Common Areas and Lake until such time that the Declarant transfers such Ski Association to be incorporated and transfers the ownership of the Common Areas and Lake shown on this plat to said Ski Association, at which time the Ski Association shall assume all of the rights, duties and functions of the Declarant as to the Common Areas and Lake. At such time as Declarant transfers the ownership of said Common Areas and Lake to the Ski Association, each lot shall have one (1) membership in the Ski Owners Association.

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[Signature]
Declarant shall perform all functions of the Ski Association as pertains to the Lake including formulation of its rules and regulations, maintenance, purchase and installation of ski courses and other improvements and maintenance and the right to assess lot owners until such time that the Declarant causes the Ski Association to be formed and incorporated and transfers the ownership of the Common Areas and/or Lake shown on this plat to said Ski Association at which time the Ski Association shall assume all the rights, powers, duties and functions of the Declarant as set forth herein as to the Lake and Common Areas. If there is any irreconcilable conflict between any of the covenants and restrictions contained in this plat and any of the covenants and restrictions contained in the Declarations or the Rules and Regulations promulgated by the Declarant and/or Ski Association, the conflicting covenants and/or restrictions contained in this plat shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions contained herein shall be applicable to said real estate to the greatest extent possible.

The Ski Association shall provide access to the Lake, including loading and unloading boats, by providing at least one (1) ramp suitable for the loading and unloading of water ski boats from the Lake within the Common Areas.

No dock, pier, beach, boat house, or other structure may be constructed, in or on the Lake, that does not conform to the specifications established by the Declarant and/or Ski Association and each such structure shall not be constructed unless prior approval of the Architectural Committee and Declarant and/or Ski Association is obtained.

The Declarant and/or the Ski Association as set forth herein shall have the right to impose rules and regulations for all activities which may take place on the Common Areas and/or Lake. The Declarant and/or the Ski Association shall further have the right to purchase equipment and/or construct improvements as it deems necessary for the installation in, or on, the Common Areas and Lake, to maintain said equipment and improvements and to make changes in the location of the equipment and/or improvements as it deems necessary. The Declarant and/or Ski Association shall further have the power to make assessments against the owner of any lot in the development for the owner's proportionate share of the cost of the Declarant and/or Ski Association carrying forward any of these powers. In the event any owner fails to pay said assessment within sixty (60) days after written notice of same, served at the lot address, or other address furnished by the lot owner) per Declarant's and/or the Ski Association's records, the assessment shall become a lien on the owner's property within the plat, and the lien, including all collection costs, legal interest from the date of assessment and attorney fees, may be foreclosed as any other lien on property pursuant to Indiana Law. The powers of the Declarant and/or Ski Association shall include the right to assess for improvements, maintenance, insurance coverage, taxes and government assessments and any other matter deemed appropriate to carry out the purposes set forth in this document for the Common Areas and Lake. The Declarant shall not be subject to assessments due to its ownership of unsold lots nor shall the stockholders of Declarant be subject to such assessments.

All operation of boats and any activity upon the Lake shall be governed by the rules and regulations that shall be established by the Declarant and/or the Ski Association. The Declarant and/or Ski Association shall have the power to assess fines for the violation of any limitations on the boat traffic or other activities on the Lake in accordance with the schedule of fines promulgated by it. Every such fine shall be paid promptly.
upon its being assessed or shall become a lien on the property of the owner and/or on his guest personally, who violates said rules. The Declarant and/or Ski Association shall have full authority to regulate, maintain, repair, construct, add to and purchase any and all improvements on, or in, the Lake and Common Areas. The cost of any such activities may be undertaken by the Declarant and/or Ski Association (at its sole option) but shall be assessed pro rata by the owners of lots in the development and amounts owed by any owner may be assessed against such owner by the Declarant and/or Ski Association either prior to or after such maintenance, repair, construction, purchase of improvements or for or concerning this Lake and/or Common Areas and all taxes and assessors are assessed by any governmental authority on or concerning the Lake and common area shall be assessed equally against all the lot owners and, if not paid promptly, said amounts shall become a lien on owner’s property in the development. Said lien, along with costs, legal interest and attorney fees may be foreclosed at law as would any other lien on property.

Notwithstanding any other provision of these Restrictions or any subsequent rule or regulation established by the Declarant, use of the Lake shall be subject to the rights of the lot owners with Class "A" Membership in the Ski Association, as such rights are described by Declarant or the Ski Association from time to time. Class "A" membership in the Ski Association may be sold separately from a lot but may not be sold to any person who does not own a lot on this plat. If an owner sells his Class "A" Membership in the Ski Association, his lot shall automatically have all other rights to the Lake and Common Areas as set forth herein and in the Declarations, if any, subject to the rules and regulations promulgated by Declarant, the Ski Association and its successors. Class "A" Memberships shall include the first right of use of any waterski course(s) installed on the Lake.

14. The owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purpose thereof, whether from the Declarant or a subsequent Owner of such lot, shall accept said deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the owner acknowledges the rights and powers of the Declarant and its successors or assigns with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such owners covenants, agrees and consents to and with the Owners and subsequent Owners of each lot affected by these Restrictions to keep, observe; comply with and perform in accordance with such Restrictions and agreements. Further, upon conveyance of title to a lot in said plat, said owner shall be entitled to one (1) Class "B" Membership in the Ski Association upon execution and its receipt of title to the Lake and Common Areas unless such owner owns a Class "A" Membership to the Ski Association. Said Class "B" Membership shall entitle the lot owner the right to use and enjoy the non-exclusive right of use, enjoyment, ingress and egress to the Common Areas and Lake which shall pass with the title such lot subject to the terms herein including the rights of Class "A" Membership owners.

15. No lots shall hereafter be subdivided or re-subdivided into parcels so as to create additional residential lots greater than the number of lots shown hereon.

16. The minimum enclosed and finished living area (exclusive of open porches, basements, terraces, carports, decks, accessory buildings and garages, which shall not be included in the living area) for a single story house shall be 1,700 square feet living area and for a multiple story or multi-level house shall be 1,950 square feet living area; provided that the finished ground floor living area of any multiple story or multi-level house shall be not less than 1,300 square feet. The first floor living area shall not be constructed lower than an elevation of eight hundred fifty-eight (858) feet above mean sea level. Each house shall be furnished with an attached garage for a minimum of two (2) cars. Any variances from these standards must be approved in writing by the Architectural Committee.
17. The owner of each residential lot shall commence construction of an approved residence on or before the two (2) years from the date of that owner's purchase of the lot. It shall be within the sole discretion of the Architectural Committee to allow any extensions of this deadline, but in no event shall any extensions exceed an additional two (2) years. In the event the owner fails to commence construction within the time period set forth herein, the Declarant shall have the right to resell the lot from the owner's purchase price and to compel this sale by specific performance.

18. All plans for any construction on a lot submitted to the Architectural Committee must commence construction of said plans within nine (9) months from the date approval is given by the Architectural Committee. If such construction pursuant to the approved plans is not commenced within said nine (9) months, the plan will have to be resubmitted to the Architectural Committee for approval. Construction commenced under said approved plans must be completed within twelve (12) months from the date of construction commencement.

19. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. The owner of the lot on which such improvements are located shall rebuild or repair and clear said damaged improvements within such three (3) month period.

20. All structures on any lot shall be constructed with substantially all new material, except used brick is acceptable, and no used structures shall be relocated or placed on any such tract unless specifically submitted and approved by the Architectural Committee, which may make extensive restrictions concerning the same.

21. All houses and garages shall be provided with hard-surfaced driveways, which shall be installed by the builder concurrently with the original construction of the house, and which shall be available for the use not later than the fifteen (15) days after initial occupancy of such house.

22. All driveways or any other designated areas of ingress and egress to each lot shall be submitted to the Architectural Committee for its approval.

23. No roof shall be installed having a roof pitch of less than 6/12, unless a lesser pitch is specifically approved by the Architectural Committee.

24. Every house with in the plat must contain a heating plant installed in compliance with the required building codes and capable of providing adequate heat for year-round human habitation of the house. No heat pumps, air-conditioning units, gas meters or other outlying structures or appurtenances shall be installed in front of the front line of the principal residence erected on any lot. No geothermal or like heating system shall be installed without the express written consent of the Architectural Committee. (Any heating or cooling unit which uses ground water must have a separate well for the return of such water to the water table). Architectural or landscaped screens shall be constructed or provided to shield the aforementioned items from view from the street, from adjacent properties and from view from across the lake.

25. Each residence shall be provided with a mailbox to be furnished and installed by the builder concurrently with the original construction of the principal residence on each lot, and prior to the date of initial occupancy of such residence. All mailboxes shall be of the same design, in accordance with a standard mailbox design approved by the Architectural Committee. Unless specific written approval is given by the Architectural Committee, no designs or other ornamentation shall be placed on any mailboxes or their supporting posts or structures other than street address numbers. The Architectural Committee in its sole discretion shall regulate the location and arrangement of such mailboxes.
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SECTION ONE

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discretion may approve unique mailboxes upon plans submitted by lot owners. All such unique mailboxes must meet the requirements of the United States Postal Service.

26. During, and at the conclusion of, the period of any construction activity on a lot, the builder performing such construction shall be required to keep his construction activity confined to such lot and shall keep all streets adjacent to such lot free of materials and debris and in a clean state. Furthermore, said builder shall not cause any materials or debris to be placed in the Lake at any time during the construction period. Without limiting the foregoing general requirements, a builder shall clean such adjacent streets within forty-eight (48) hours of any specific request therefor made by the Architectural Committee.

27. The placement of any lot of any tennis courts, swimming pools, hot tubs or like facilities must be approved in writing by the Architectural Committee.

28. The yards of all homes must be landscaped, and plans for all landscaping must be submitted to and approved by the Architectural Committee. Said plans must be submitted to the Architectural Committee. Said gardens must be kept weed free and in an aesthetically pleasing manner. All yard landscaping on the roadside of the lot shall be installed by the builder concurrently with the original construction of the principal residence on each lot, and shall be installed not later than the date of initial occupancy of such residence; provided, however, that if such construction is completed or such initial occupancy occurs between September 1 of any year and March 31 of the next following year, the installation of such landscaping may be delayed but shall, in any event, be completed not later than the following May 31. The Lake side of each lot must be immediately seeded with grass upon construction completion if not currently landscaped. Seeding may be delayed if initially occupancy occurs in November through March and must be seeded and as soon as weather permits but no later than April 30 following initial occupancy. All improved lots shall be kept free of weeds and refuse, and any landscaping thereon (such as trees and bushes) shall be kept trimmed and pruned by the owners of such lots. Trees of a size 2 inches in diameter shall not be removed without written permission of the Architectural Committee unless dead. All lot owners shall maintain their yard (as set forth above) over the street easement to the area flush with the curb of the road. Maintenance of this area shall not give any right of ownership of any portion of the road easement to the lot owner. No trees shall be planted in the Hancock County right-of-way. All unimproved lots shall be kept moved and free of refuse by the owner thereof.

29. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the plats, any fence, shrub growth, hedge or other landscaping must be approved by the Architectural Committee before it is approved. Hedges and shrub growth approved shall be to a specifically approved maximum height and length and the lot owner shall maintain such growth at no more than the maximum approved height and length.

30. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of said street lines (40 feet for minor streets and 75 feet for arterial streets) or in the case of a rounded property corner from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet of the intersection of a street right-of-way line with the street line of driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines. No drainage structures shall be located within driveway limits.

31. No lot shall be occupied or used until such time as it has a building permit from the planning commission. The builder shall be subject to all regulations of the planning commission.

32. Any structure or building in excess of 25 feet in height must be reviewed by the Architectural Committee.

33. All improvements shall be in conformance with the Architectural Committee.

34. Every building is hereby declared to be a public right of way, and visible from any public street or road.

35. No building shall be painted in any color other than white.

36. No sale of a home or lot shall be made without the written permission of the Architectural Committee.

37. No swimming pool shall be constructed without the written permission of the Architectural Committee.

38. No building shall be erected on a lot without the written permission of the Architectural Committee.

39. Any electric garages shall be equipped with adequate lighting and fire alarm systems.

40. No burning of refuse shall be permitted within 200 feet of any common area.
31. No dwelling house constructed on any of the lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed and for whom an occupancy permit has been issued by the Hancock County building inspector. The final determination of whether the house shall have been substantially completed and occupancy permitted shall be made by the Architectural Committee who shall not unreasonably withhold permission to occupy the residence.

32. Any storm doors or storm windows installed on or used in connection with any building on any lot shall be painted, and no unfinished aluminum storm doors or storm windows shall be permitted or allowed.

33. All gutters, downspouts and flues, other than copper, shall be painted. No metal flues shall be allowed on any building on any lot except for roof and fireplace flashing, other than copper, and all rain, range and other vents, shall be painted to blend with the color of the roof. No sump pump lines or other drains shall empty into any street and all such drains must be specifically authorized by the Architectural Committee.

34. Every tank for the storage of fuel that is installed outside any building in the plat shall be buried below the surface of the ground or adequately screened so that it is not visible from any street or the lake within the plat. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street or the Lake within the plat at any time, except at the times when refuse collections are being made.

35. No owner of any lot in the plat shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without written permission to do so from the Architectural Committee.

36. No sign or billboard, except professional signs or "FOR SALE" signs erected by a builder or duly licensed real estate broker, shall be erected or placed on any lot in this plat, and no barn, stable or other outbuilding housing domestic animals or poultry shall be erected on the lot. Those for household pets, shall not be erected thereon without approval of the Architectural Committee. Further, no accessory outbuilding or other structure than the residence shall be used as a dwelling house or place of human occupancy or habitation. However, this restriction shall not be deemed, construed or interpreted to prevent, preclude or restrict any structures, including signs, erected or maintained by the Owner or the Ski Association in any Common Areas or the Lake shown on this plat.

37. No trailer, tent, basement, garage or other outbuilding erected on any lot in this plat shall at anytime be used as a residence, temporarily or permanently, nor shall any building of a temporary character be erected.

38. Nuisances: No noxious or offensive trade shall be carried on upon any lot in this plat nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

39. Any front-facing garage door must be equipped with electric garage door closing devices. All garage windows shall be equipped and provided with interior window coverings of sufficient size, material and texture to block any view from the exterior of items located in the garage. Such coverings shall be aesthetically pleasing as determined by the Architectural Committee.

40. No owner of a lot in the plat shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot.
41. All lot owners shall at all times be required to maintain his lot and the exterior appearance of all structures and improvements on his lot in such a manner as to prevent his lot, and structures and improvements thereon, from becoming unsightly and, specifically, such owner shall re-paint or re-stain any surfaces of improvements or structures where such surface color is faded or is flaking or peeling away from the improvements or structure. Should any lot owner fail or refuse to maintain his lot or the improvements thereon, then Declarant (and/or the Ski Association) shall notify the lot owner in writing of the problem(s) at the lot address giving said lot owner no less than ten (10) days to rectify the situation. Upon the owner’s failure to comply with the written request, the Declarant (and/or the Ski Association) may, at its sole option, enter said lot by its agents or others so retained and rectify the situation at the expense of the owner and said entry shall not be deemed a trespass. Any expenses of same shall become a lien against said lot and may be foreclosed and the Declarant and/or Ski Association which shall be reimbursed for all costs, labor, twenty percent (20%) per annum interest on any expenditures plus attorney fees. Failure of the Declarant and/or Ski Association to act shall not be deemed a waiver of its rights or acceptance of the condition of the lot and/or its improvements.

42. No exposed television, radio or other antennas (including, without limitation, satellite receiving dishes) shall be allowed or permitted on the exterior of any building or on any lot without plans for same being submitted to the Architectural Committee pursuant to Paragraph 8 herein.

43. Except for operable, duly registered and licensed automobiles for which space is not available room in an owner’s garage, or boats and/or trailers to be used on the Lake, all vehicles located or placed on a lot (including, without limitations, vans, trailers, campers, motorcycles, trailers, boats and other such vehicles) shall be placed and stored out of view from the street and from adjoining lots. Further, upon written request of the Architectural Committee or Ski Association to the lot owner, unsightly boats or trailers for use on the Lake must be stored out of view.

44. No clothes, sheets, blankets, or laundry of any kind, shall be placed, located or hung out on a lot so as to be visible from the road side of the lot. Any such articles shall not be visible for more than eight (8) hours at a time.

45. Any animals kept or maintained on any lot shall be kept reasonably confined so as not to become a nuisance provided, however, that no pigs, cows, chickens, sheep, horses or other farm animals shall be allowed. All household pets otherwise permitted hereunder shall be kept on a leash when not within the confines of the lot by the owner of such pet. Owners shall be required to control their pets so that they are not and do not become a nuisance to the neighborhood, including, without limitation, noise produced by such pets. Owners are not to allow their pets to relieve themselves other than on the lot owned by the owners of such pets.

This instrument prepared by:
Decker & Lawyer, Lynne M. Law
P.O. Box 1290
505 East Ninth Street
Anderson, Indiana 46015-1290

Duly Authorized For Taxation
Jul 21, 1981
[Signature]
46. Every one of the Restrictions hereby declared to be independent of, and severable from, the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, the holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the restrictions.

47. These Champion Lake Estates Plat Restrictions are in addition to all applicable laws of the State of Indiana, and ordinances, regulations and rules of Hancock County and all other appropriate government entities, their successors and assigns.

IN WITNESS WHEREOF, Mega Lakes, Inc., by its duly authorized agent, has executed this instrument this 14th day of July, 1989.

Mega Lakes, Inc., an Indiana Corporation

By: 

Matthew Hughes, President

STATE OF INDIANA)

COUNTY OF HANCOCK

Before me, a Notary Public in and for said County and State, personally appeared Matthew Hughes, President of Mega Lakes, Inc., an Indiana Corporation, who acknowledged the execution of the above and foregoing instrument for and on behalf of the corporation in his capacity as an agent of said corporation, and for and on behalf of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto affixed my signature and Notarial Seal this 14th day of July, 1989.

Printed: Notary Public

My Commission Expires: 2-8-94

My County of Residence: Hancock

Document Prepared by: Auer, Lynne H. Lawyer
350 S. 12th St
West Lafayette, IN 47905