Subdivision Covenants and Restrictions

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DECLARATION OF AMENDMENT TO
RESTRICTIVE COVENANTS TO WALNUT HILL SECTIONS 1-8

WHEREAS, the Developer and Declarants of the original covenants of Walnut Hill Sections 1-8, more particularly described below, did desire to develop a subdivision with restrictive covenants in order to enhance the value and attractiveness of the real property contained therein.

WHEREAS, the Developer deeded certain areas as common areas to the Walnut Hill Homeowners' Association in order to benefit the entire Walnut Hill development.

WHEREAS, the Developer failed to provide in the original Covenants mechanism by which the common areas would be maintained.

WHEREAS, it is to the benefit of all the lots of Walnut Hill Sections 1-8, that the common area be maintained in a manner so as to enhance the value of the real estate.

WHEREAS, the Walnut Hill Homeowners' Association has been unable to maintain the common areas in a suitable manner as to enhance the value of all property of Walnut Hill Sections 1-8.

NOW, THEREFORE, in consideration of all the above, the undersigned declarants in order to preserve the value of the Walnut Hill Sections 1-8 do hereby adopt the following Amendments:

THE DECLARANTS, being the undersigned property owners of Walnut Hill, a subdivision located in Hendricks County Indiana, Section 1, recorded September 25, 1974 in Plat Book 9, Page 19 in the office of the Recorder of Hendricks County, Indiana; Section 2, recorded September 25, 1974 in Plat Book 9, Page 20 and recorded January 19, 1976 in Plat Book 9, page 53 for lots 32-37 in Section 2 in the office of the Recorder of Hendricks County, Indiana; Section 3, recorded June 1, 1976 in Plat Book 9, Page 62, in the office of the Recorder of Hendricks County, Indiana; Section 4, recorded August 26, 1976 in Plat Book 9, page 66 in the office of the Recorder of Hendricks County, Indiana; Section 5 recorded July 31, 1976 in Plat Book 10, page 3 in the office of the Recorder of Hendricks County, Indiana; Section 6 recorded January 27, 1977 in Plat Book 9, page 78 in the office of the Recorder of Hendricks County, Indiana; Section 7 recorded October 15, 1977 in Plat Book 9, page 96 in the office of the Recorder of Hendricks County, Indiana; and Section 8 recorded July 31, 1978 in Plat Book 10, page 4 in the office of the Recorder of Hendricks County, Indiana, whose signatures are attached hereto, desire to provide for the preservation and enhancement of the property values, amenities, and opportunities of said community and to contribute to the personal and general health, safety, and welfare of the residents and for the maintenance of the land and improvements thereon, and to this end desire to subject the real property described above to these amendments to the Restrictive Covenants recorded simultaneously on the plat for each Section described hereinabove;

NOW THEREFORE, the Declarants hereby covenant that all the following Amendments shall be binding on each owner of property of Walnut Hill, Sections 1-8, but in the event a court of competent Jurisdiction shall determine that only the lots of the undersigned are bound by this Declaration, then this Declaration of Amendment shall apply to the lots owned by the undersigned lot owners.

DEC 21 1983
1. Creation of the Lien and Personal Obligation of Assessments. The declarant hereby covenant that each owner by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay the Walnut Hill Homeowners Association hereafter referred to as the "Association"; (1) Annual assessment or charges; (2) Special assessments for common area improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment falls due. The lien date shall be the annual assessment due date as set forth in Paragraph 7.

2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents in the Walnut Hill Subdivision and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and addition thereof, and for the cost of labor, equipment, materials, management and supervision thereof. The annual assessment is separate from any swimming pool fee which may be established by the Board of Directors of the Association. Said pool fee shall only be charged to owners or persons who use the pool.

3. Basis and Amount of Annual Assessments. The original assessment shall be in accordance with the By-Laws of Walnut Hill Subdivision. All such assessments shall be paid to the Treasurer of the Walnut Hill Homeowners Association.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Paragraph 3 hereof, the Association, in accordance with its By-Laws, may levy in any assessment year on each lot, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of common area improvements, including the necessary fixture and personal property related thereto, provided any such assessment shall have the affirmative two-thirds (2/3) vote of the voting members who are voting in person or by proxy at a meeting duly called for this purpose. All the homeowners shall be provided with notice of said meeting at least thirty (30) days prior to such meeting. Any such notice given to the lot owner shall include a statement that a consideration for special assessments is being voted upon at that meeting. No lot owner shall pay a special assessment in any amount to exceed one percent (1%) of the total cost of the special assessment.

5. Quorum for Any Action Authorized under Section 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be a follows: At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast ten percent (10%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Date of Commencement of Annual Assessments. Due Dates. The annual assessments, provided for herein, shall commence on the first day of March, 1994. The assessment for each succeeding year shall become due and payable on the first day of March of each
succeeding year. No adjustments or prorations of assessments shall be made by the Association for one year thereafter. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

7. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable the date at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owners liable for said assessment a certificated in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed Ten Dollars ($10.00) shall be added thereto and from the date interest at the rate of twelve percent (12%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the property. There shall be added to such assessment, delinquent fee, interest, the cost of preparing and filing a complaint in such action; and in all events, the judgment shall include interest on the total amount above as provided together with reasonable attorney fees to be fixed by the Court, together with all costs of any legal action incurred which includes all costs and attorney fees for appeals.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments provided, however, that such subordination shall apply only to the assessments which be due and payable prior to a sale or transfer of any such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

10. Exempt Property. The following property subject to this Declaration shall be exempt from said assessments, charges and liens 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 Properties of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

11. Membership in Homeowners' Association. Walnut Hill Homeowners Association, Inc. shall be a not-for-profit corporation
with required membership consisting of all lot owners holding title
to lots in Walnut Hill, Sections 1-6, and will have enforceability
powers for the restrictive covenants and for the enforcement and
collection of liens.

12. Enforcement. Any lot owner may also enforce any violation
of these Covenants. All costs of enforcement of these covenants
shall be recoverable including, but not limited to, attorney fees
and shall be part of the judgement which shall be a lien on the
real estate so affected.

13. Run with the Land. These Amendments to Restrictive
Covenants shall run with the land and shall be binding on all
successors-in-interest, heirs or assigns of the Declarants and
applicable to any and all lot owners of Walnut Hill, Sec. 1-6.

14. Amendment. These covenants can be changed only upon a
majority vote of all lot owners of Walnut Hill Sections 1-6.

15. Severability. Invalidation of any one of these covenants
by judgment or court order shall in no way or manner affect any of
the other provisions, which shall remain in full force and effect
and run with the land.

Witness our hands and seals this 30 day of October, 1993.

STATE OF INDIANA
HENDRICKS COUNTY

Before me, a Notary Public in and for said County and State, personally
appeared, (Name), as aforesaid, who acknowledged the execution of the foregoing
and who, having been duly sworn, stated that any representations therein contained are true.
Witnees my hand and Notarial Seal this 30 day of October, 1993.

My Commission Expires:

County of Residence:

Printed Name of Notary Public

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STATE OF INDIANA
KENDRICKS COUNTY

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

who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true. Witness my hand and Notarial seal this 30th day of November, 1993.

My Commission Expires:


Erevel B. DEKEY
Signature of Notary Public
County of Residences:

Printed Name of Notary Public

(Handwritten signatures of individuals)
BEFORE ME, a Notary Public in and for said County and State, personally appeared, \underline{Anna E. Giesler}, another
doctoring who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.

Witnessthe hand and notarial seal below, \underline{27} day of \underline{December}, \underline{1993}.

My Commission Expires:
\underline{4/16/99}

County of Residence: \underline{Hendricks}

\underline{Signature of Notary Public}
\underline{Anna E. Giesler}

\underline{Printed Name of Notary Public}
\underline{Anna E. Giesler}
with required membership consisting of all lot owners holding title to lots in Walnut Hill, Sections 1-8, and will have enforceability powers for the restrictive covenants and for the enforcement and collection of liens.

12. Enforcement. Any lot owner may also enforce any violation of these Covenants. All costs of enforcement of these covenants shall be recoverable including, but not limited to, attorney fees and shall be part of the judgment which shall be a lien on the real estate so affected.

13. Run with the Land. Those Amendments to Restrictive Covenants shall run with the land and shall be binding on all successors-in-interest, heirs or assignees of the Declarants and applicable to any and all lot owners of Walnut Hill, Sec. 1-8.

14. Amendment. These covenants can be changed only upon a majority vote of all lot owners of Walnut Hill Sections 1-8.

15. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way or manner affect any of the other provisions, which shall remain in full force and effect and run with the land.

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

[Signatures]

STATE OF INDIANA  
HENDRICKS COUNTY  
Before me, a Notary Public in and for said County and State, personally appeared, [Name listed above], who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.

My Commission Expires: Dec 14, 1995  
County of Residence: [Address]
MICHIGAN

ROY C. ADKINS

DALE SPAR

MARTY CROUCH

GAIL CULVER

MILDRED A. HAF

WAYNE NAGUS

DARWIN

TERRY J. KLEIN

CATHERINE TRIMB-LAW

ANN LOND

JULIAN D. COOPER

ALBERT R. RILEY

FRED W. BERTSCH

JENNY SMITH

C. R. SIBBLY

STATE OF MICHIGAN

HUNTINGTON COUNTY

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

Who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.

Witnes my hand and Notarial Seal this 12th day of October, 1993.

My Commission Expires:

Signature of Notary Public

COUNTY OF HUNTINGTON

NOTE: This form is a sample and may not reflect the actual document. The information provided should be used as a guide only.
Before me, a Notary Public in and for said County and State, personally appeared, Eunice R. Allen and Judy R. Allen, who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true. I, Sharon E. Steeveson, Notary Public in and for said County and State, do hereby certify that the above and foregoing is and was read to the above-named persons and they acknowledged that they subscribed their names thereto in the presence of me. The notary has inserted his commission number, commission expiration date, and signature of notary public.

State of Indiana
Hendricks County

Signature of Notary Public
Sharon E. Steeveson
Printed Name of Notary Public
STATE OF INDIANA

MENDICKS COUNTY

Before me, a Notary Public in and for said County and State, personally appeared, all of the above.

Who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 7th day of November, 1993.

My Commission Expires:
11-3-95

Count of Residence:

This instrument prepared by Sharon E. Stegemeier, Attorney-at-Law, P.O. Box 139
207, Danville, IN 46122; 317/745-4300.
Before me, a Notary Public in and for said County and State, personally appeared

who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.

Witnes my hand and seal this 1st day of December, 1992.

My Commission Expires:

County of

Printed Name of Notary Public
STATE OF INDIANA  
HENDRICKS COUNTY  

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


who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true. 

Witness my hand and Notarial Seal this 1st day of November, 1993.

\[Signature\]  
\[Printed Name of Notary Public\]  

\[Date\]  
\[Venue\]  

\[Name\]
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WALNUT HILL HOMEOWNERS ASSOCIATION
RELEVANT TO DECLARATION OF AMENDMENT
TO RESTRICTIVE COVENANTS

WHEREAS, the Developer and Declarants of the original
Covenants of Walnut Hill, Section 1 through 8, did desire to
develop a subdivision with restrictive covenants in order to
enhance the value and attractiveness of the real property contained
therein; and

WHEREAS, the Developer deeded certain areas as common areas to
the Walnut Hill Homeowners Association in order to benefit the
entire Walnut Hill development; and

WHEREAS, the Developer failed to provide in the original
Covenants for a mechanism by which the common areas would be
maintained; and

WHEREAS, it is to the benefit of all of the lots of Walnut
Hill, Sections 1 through 8, that the common area be maintained in
a manner so as to enhance the value of the real estate; and

WHEREAS, the Walnut Hill Homeowners Association has been
unable to maintain the common areas in a suitable manner as to
enhance the value of all property of Walnut Hill, Sections 1
through 8; and

WHEREAS, the Walnut Hill Homeowners Association has attempted
to enact a Declaration of Amendment to the Restrictive Covenants to
Walnut Hill, Sections 1 through 8, in order to provide a mechanism
for collection of assessments so that the common areas can be
maintained; and

ENTERED FOR RECORD

[Signature]

[Official Seal]

[Date]

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WHEREAS, in order to obtain the cooperation and consent of as many homeowners as possible, the Board of Directors of Walnut Hill Homeowners Association has determined that they must provide an inducement for the present owners of Walnut Hill, Sections 1 through 8, to consent to said Declaration; and

WHEREAS, in order to induce said homeowners to consent to said declaration, the Board of Directors hereby passes the following resolution.

BE IT RESOLVED THAT: In lieu of the $75.00 Annual Assessment as set forth in the By-Laws, the record title holders of lots of Walnut Hill Section 1-8 as of the date of the signing of the Declaration, in consideration for their consent and signatures on the Declaration of Amendment, shall be assessed a minimum annual assessment in the amount of $1.00 per year, as long as the present homeowner retains ownership of his lot. Upon transfer of ownership from the present owner to a subsequent owner, the minimum assessment will no longer apply and the full annual assessment as determined by the Board of Directors shall be applicable. If any current Homeowner does not make payment of the $1.00, minimum assessment, the Walnut Hill Homeowners Association shall pay that Assessment on their behalf to assure that no lien on the Homeowner's lot shall be created.

BE IT FURTHER RESOLVED that the record title holders of lots of Walnut Hill Subdivision, Sections 1 - 8, as of the date of the signing of the Declaration, in consideration for their consent and signatures on the Declaration of Amendment, shall, in the event of
any special assessment, be encouraged to pay the full amount of any
special assessment on a voluntary basis, but in the event said
homeowners do not wish to pay the full amount, they shall be
assessed a minimum special assessment in the amount of $1.00, as
long as the present homeowner retains ownership of his lot. Upon
transfer of ownership from the present owner to a subsequent owner,
the minimum special assessment amount of $1.00 shall no longer
apply and the full amount of any future special assessment as
determined by the Board of Directors shall be applicable to any
subsequent owner. If any current homeowner who does not make the
payment of the $1.00 minimum payment on the special assessment, the
Walnut Hill Homeowners Association shall pay that $1.00 minimum
special assessment on their behalf to assure that homeowner that no
lien will be created.

BE IT FURTHER RESOLVED that the effect of this Resolution may
not be changed by a subsequent vote of the Board of Directors of
Walnut Hill Homeowners Association. This resolution shall be
binding on this Board of Directors and all future Board of
Directors of Walnut Hill Homeowners Association. This Resolution
is part of the consideration for the lot owner's consent to bind
his/her real estate to the Declaration of Amendment to the
Restrictive Covenants. Any violation of this Resolution can be
enforced by any lot owner who shall recover costs, including, but
not limited, to attorney fees.
STATE OF INDIANA  
HENDERICKS COUNTY

Before me, a Notary Public in and for said County and State, personally appeared, **Vicki E Branch**, **Col. D Smith**, **Bill A Honey**


**Smallwood**, **Kathleen W. Atchison**.

who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representation therein contained are true and that they were duly authorized to make such representations.

Witness my hand and Notarial Seal this 13th day of

OCTOBER, 1993.

My Commission Expires: 12/9/99

Eve M. Defay

Signature of Notary Public

County of Residence: "Indiana"

Printed name of Notary Public

This instrument was prepared by Sharon L. Stegmeier, Attorney-at-Law, P.O. Box 207, Danville, IN 46122; 317/745-4309.
Dated this 13 day of October, 1993.

BOARD OF DIRECTORS OF WALNUT HILL HOMEOWNERS ASSOCIATION:

[Signatures]

[Notary Public Seal]
STATE OF INDIANA

HENDRICKS COUNTY

Before me, a Notary Public in and for said County and State, personally appeared, Everett Bates

who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representation therein contained are true and that they were duly authorized to make such representations.

Witness my hand and Notarial Seal this 13 day of October, 1993.

My Commission Expires: 2-11-95

County of Residence: Hendricks

Signature of Notary Public

Sharon E. Stegenoller

Printed name of Notary Public

This instrument was prepared by Sharon E. Stegenoller, Attorney-at-law, P.O. Box 207, Danville, IN 46122; 317/793-4306.