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MARION COUNTY IN RECORDER

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PAGES: 16

By: DC2

**CROSS REFERENCE:**      **Misc. 210, Page 218**  
**Misc. 313, Page 475**  
**Instrument No. 114428, Misc. 693, Page 381**  
**Instrument No. 82-04681**  
**Instrument No. 1996-0032299**  
**Instrument No. 2002-0021294**

**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**OF INDIAN LAKE SUBDIVISION**

This Amended and Restated Declaration of Covenants and Restrictions of Indian Lake (“Declaration”) was made by the Indian Lake Improvement Association as of the date set forth below.

WHEREAS, the residential community in Marion County, Indiana commonly known as Indian Lake Subdivision (the “Subdivision”) was established upon the recording of certain Plats with the Office of the Recorder of Marion County, Indiana; and

WHEREAS, in conjunction with the recorded Plats, the developer of the Subdivision recorded a certain Declaration and Covenants and Restrictions on May 16, 1929 in the Office of the Recorder of Marion County, Indiana, at **Misc. Book 210, Page 218**, as amended by certain Resolutions recorded at **Misc. Book, 313, Page 475**; **Instrument No. 114428, Misc. Book 693, Page 381**; **Instrument No. 82-04681**; **Instrument No. 1996-0032299**; and **Instrument No. 2002-0021294**, all in the Office of the Recorder of Marion County, Indiana (hereafter, the Declaration and Covenants and Restrictions, and all prior amendments thereto, collectively referred to as the “Original Declaration”); and

WHEREAS, the developer of the Subdivision incorporated the Indian Lake Improvement Association (“Association”) as an Indiana not-for-profit corporation, to which has been delegated and assigned the powers of maintaining and managing the Subdivision, and administering and enforcing the covenants and restrictions contained in the Declaration; and



WHEREAS, pursuant to the terms of the Original Declaration, the Original Declaration may be amended, at any time, upon the affirmative vote of the Owners of at least sixty-five percent (65%) of the total number of Lots in Indian Lake; and

WHEREAS, the Owners of at least sixty-five percent (65%) of the total number of Lots in Indian Lake have consented to and approved this Amended and Restated Declaration; and

WHEREAS, the Owners of said Lots desire to amend certain provisions of the Original Declaration, and to restate the same for the convenience of the Owners such that this Amended and Restated Declaration of Covenants and Restrictions in no way nullifies or changes the Original Declaration or the effective date of the Original Declaration. However, upon the date of recording of this Amended and Restated Declaration with the Marion County Recorder's Office, the Original Declaration shall no longer be in effect and shall be replaced in full by the following Amended and Restated Declaration of Covenants and Restrictions; and

WHEREAS, the Original Declaration contained exhibits. For historical purposes, these exhibits may be referred to from time to time, and therefore, for cross-reference purposes, one should refer to them as they were filed with the Marion County Recorder. Those exhibits, however, are not exhibits to this Amended and Restated Declaration. Except as to any exhibits to the Original Declaration that may remain relevant, all other provisions of the Original Declaration are hereby modified in their entirety, and superseded by this Amended and Restated Declaration.

NOW, THEREFORE, the Owners of at least sixty-five percent (65%) of the total number of Lots in Indian Lake hereby amend and restate the Original Declaration, such that all of the platted dwellings, Lots and lands located within the Subdivision as they have been platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which were and are declared and agreed to be in furtherance of a plan for the improvement and sale of said dwellings, Lots and lands in Indian Lake. Such restrictions below were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of said dwellings and Lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in the Subdivision. Now, therefore, the Original Declaration, which is applicable to all Owners and residents within the Subdivision, is hereby amended and restated as follows:

## ARTICLE I

### ASSOCIATION, MEMBERSHIP AND COMMON PROPERTIES

Section 1. Purpose of Association. The "Indian Lake Improvement Association" (herein designated as the "Association") is incorporated as a not-for-profit corporation under the laws of the State of Indiana. The Association has been formed for the purpose of maintaining the value and appearance of the Subdivision; providing for the maintenance, repair, replacement, administration, operation and ownership of certain Common Properties, including, but not limited to, the lake, dam, parkways, drives, trails, playgrounds, parks and beaches (from time to time, referred to herein as "Common Properties" or "Common Area"); enactment, administration, and enforcement of rules and regulations for use of the Lots, easements and Common Properties; enforcement of architectural control within the community and of the restrictions set forth herein for the mutual benefit of all Owners; to pay taxes assessed against and payable with respect to the Common Properties; to pay any other necessary expenses and costs in connection with the Association; and to perform such other functions as may be designated under this Declaration.

Section 2. Membership. Every Owner of a Lot shall automatically become a member of the Association upon acceptance of title to a Lot. Membership is appurtenant to and may not be separated from ownership of any Lot. The Association has one (1) class of membership. Members are all Owners of Lots in Indian Lake. Each member is entitled to one (1) vote for each Lot of which such member is the Owner. When more than one (1) person constitutes the Owner of a particular Lot, or the Lot is owned by a trust, corporation or other entity, all such persons shall be members of the Association, but all of such persons shall cumulatively have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine. Owners may vote in person or by their duly assigned proxy. Owners who are not in Good Standing cannot vote on any matter.

Section 3. Ownership of Common Properties. The Association shall own, operate, maintain and control certain Common Properties as designated on the Subdivision plats, including, but not limited to, the lake, dams, trails, drives, playgrounds, parks, parkways, and beaches, as well as Blocks A, B, C, D, E, G, H, I, and K, and, when and if said Block J in said "Indian Lake Third Section," or any part thereof, is re-platted and re-subdivided. Such Common Property shall be held by the Association for the common use and benefits of said Lot Owners. All Lot Owners, their families, friends, guests, employees, and tenants shall carry out and perform the covenants and obligations herein prescribed and pay all assessments herein provided, and the Common Properties owned by the Association and herein described shall never become public, or subject to public use, except when and as hereinafter expressly provided and reserved

and except "Indian Lake Boulevard" shown upon said plats, which said Boulevard has heretofore by said plats been dedicated to the public.

Section 4. Suspension of Membership Rights. The Association may suspend the right to use of the Common Properties and amenities owned by the Association by any Owner who is not in Good Standing as defined herein, except to the extent that use of the Common Properties is necessary to use or access the Owner's Lot.

## ARTICLE II ASSOCIATION ADMINISTRATION, POWERS AND ASSESSMENTS

Section 1. Notices. Association-related notices, including, but not limited to, announcements, meeting notices, letters, and billings shall be mailed or delivered to the address of the Owner's Lot in Indian Lake, unless the Owner has provided written notification of an alternate mailing address to the Secretary of the Association. Notice contained in a newsletter or other general correspondence shall meet the notice requirement of this section, if it is sent or delivered to each Owner as provided herein. In lieu of written notices from the Association sent or delivered pursuant to this paragraph, a member may elect to receive notices from the Association by email. Any member choosing email shall be deemed to have waived the right to receive notices from the Association by U.S. Mail or personal delivery. However, any such member shall have the right at any time, and upon written notice to the Association, to withdraw his or her election to receive notice by email, and shall thereafter be mailed or delivered notices by the Association.

Section 2. General Powers. As may be more specifically provided in the By-Laws, the Association shall have the following powers:

A. To promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations (in addition to those set forth in this Declaration) with respect to use, occupancy, operation and enjoyment of the Common Areas or the Lots as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered or mailed to all Owners.

B. To take title to and own the Common Properties, including, but not limited to, the lake, dam, parkways, drives, trails, playgrounds, parks, and beaches, and to carry out the general plan of making said Subdivision a self-regulated residential community, and to hold, manage, and maintain said property for the common use and benefits of the Lot Owners, their families, friends

and invitees, but in such manner only and to the end that the same shall not be, and shall never become, public or subject to public use.

C. To authorize and make contracts for the installation, maintenance and operation of service utilities, and for the maintenance, upkeep, repair, improvement and replacement of the Common Properties.

D. To provide for an annual budget of expenditures for each fiscal year, January 1 - December 31, to be prepared by the Board and submitted to the Lot Owners, which shall include, without limitation, provision for the maintenance, strengthening and repair of the lake and dam; clearing and purifying the waters of the lake; improving and maintaining roadways, parkways, drives, trails, playgrounds, beaches and other property of the Association; improving, installing and maintaining surface drainage; for the planting of trees and shrubbery upon community property; for the cutting of weeds and grass upon community property; for policing, prohibiting nuisances, removing through its own or contractual agencies, all garbage, ashes and solid or liquid refuses from the Common Properties in the Subdivision; for construction, purchasing, maintaining and operating any community service; for the payment of salaries or per diem to any person or persons employed by the Association to keep its records or administer its funds; for the acquisition of additional property for the common use of the Subdivision's Owners; for preserving order and doing other things necessary or advisable to keep community property neat and in good repair; for the enforcement of the covenants, stipulations, obligations, agreements, easements, reservations, rights, powers and charges herein provided for; for the payment of taxes, municipal assessments, and all other governmental charges that may at any time be laid or levied upon or against the property of the Association or the Association itself; and for any and all other purposes deemed necessary or appropriate to protect and promote the general welfare of said Subdivision.

Section 3. Assessments. The Board of Directors shall assess and collect from the members of the Association the amount of money fixed in the budget as aforesaid, with the following provision with respect to making and collecting said assessments: Assessments shall be levied uniformly on all Lots owned by members of this Association in proportion to the land assessed value of each Lot as assessed at the last assessment date by the public assessing authority. On or about the first day of February of each year, the Secretary shall give notice to each member of the amount of the assessment against his or her Lot or Lots, and each member shall pay the same by June 30<sup>th</sup> of each year or be in default. All assessments shall be a lien on the Lots with respect to which said assessments are made in favor of the Association, subject and subordinate only to taxes, municipal liens, and to the lien of any bona fide first mortgage upon any Lot. Each

Owner of any of said Lots from the time of obtaining title thereto shall be held to have covenanted personally to pay to the Association all maintenance fund charges and assessments provided for herein which were due and unpaid at the time he or she obtained title and all such charges and assessments thereafter made or falling due during his or her ownership thereof. Upon demand, a certificate shall be issued by the Treasurer of the Association showing the amount of any charges and assessments against any Lot, which certificate shall be binding upon the Association, and each member by accepting title to any Lot or Lots and by accepting membership in the Association shall be held to have vested the Association with the right and power in its own name to fix charges and levy assessments and to prosecute all suits, legal or equitable or otherwise, which may, in the opinion of the Association, be necessary or advisable for the collection of such charges and assessments. Special Assessments may become necessary due to a need for capital repairs or replacements, or as a result of common expenses of an unusual or extraordinary nature or which were not otherwise anticipated. Special Assessments must be approved by the Owners of the majority of the total number of Lots in Indian Lake who are in Good Standing.

Section 4. Nonpayment of Assessments. No Owner may exempt himself or herself from paying assessments or any other expense lawfully assessed. Upon the failure of an Owner to pay any assessments or portion thereof by June 30<sup>th</sup> of each calendar year, the Association, in its discretion, may:

- A. Impose a late charge in an amount determined by the Board;
- B. Suspend the Owner's right to use the Common Properties and recreational amenities;
- C. Suspend such Owner's right to vote; and
- D. Suspend such Owner's right to serve on any Association committee or the Board.

Furthermore, the lien for such assessment on the Owner's Lot may be foreclosed by the Association as provided by law. The Board may also bring a suit to recover a money judgment for any unpaid assessments without foreclosing or waiving the lien securing the same. In connection with any effort to collect or in any action to recover an assessment, regardless of whether litigation is initiated, the Association shall be entitled to recover from the Owner of the Lot the delinquent assessments, as well as late fees, court costs, charges, fees and expenses incurred by the Association with respect to such collection efforts or action, including, but not limited to, administrative costs, court costs, and attorney's fees.

### ARTICLE III DAM RECONSTRUCTION

In the event of the total or partial destruction of the lake dam, or the permanent lowering of the water level of the lake due to any cause whatsoever, the Association shall hold a special meeting of Lot Owners within sixty (60) days thereafter, giving at least ten (10) days' notice to all members of the time and place of said meeting, and unless the Owners representing seventy-five percent (75%) of all the Lots in the Subdivision are in opposition to the reconstruction or repair of the dam, or the taking of appropriate steps to restore the waters of said lake, the Association shall proceed immediately with the rebuilding of said dam, or in such other manner as may be required in order to restore the water level of said lake. The vote shall be upon the single question of whether the dam shall be restored or reconstructed, or measures taken to restore the water level. Upon an affirmative vote being cast, all questions as to the method of reconstruction of the dam, or the restoration of the water level, shall be determined by the Board of Directors of the Association.

As soon as the cost of the reconstruction of the dam, or the restoration of the water level, shall be ascertained, the Association shall enter into a contract with the lowest responsible bidder and notice shall be given to each Lot Owner setting forth the amount of the assessment to be paid by him or her, which assessment shall be in proportion to the assessed land value of his or her Lot or Lots in the manner hereinbefore provided, and said assessment shall become due and payments shall be made sixty (60) days after notification of the amount of said assessment. In the event of non-payment of same, said assessment shall become a lien on the Lot of the defaulting Owner in the same manner as charges for regular maintenance assessments, and shall be subject to the same remedies as set forth herein for collection of unpaid assessments.

If at any time said lake dam falls into despair or is destroyed, or for any reason the waters of said lake cannot be properly maintained or the vote of the membership of the Association shall be cast in opposition to the repair or reconstruction of said dam, or the taking of steps necessary for maintaining the lake, then the Association shall convert said lake bottom into a park to be used for general park purposes by all Owners of Lots, and assess and collect the cost thereof against said Lots in the manner hereinbefore provided; unless, by the affirmative vote of the Owners of at least seventy-five percent (75%) of the total number of Lots in Indian Lake, a different disposal thereof shall be directed.

## ARTICLE IV SALE OR CONVEYANCE OF COMMON PROPERTIES

The Common Properties and any other land owned and operated by the Association may be conveyed in whole or in part upon any terms, traded or otherwise disposed by said Association upon the affirmative vote of the Owners of at least seventy-five percent (75%) of the total number of Lots in Indian Lake, and the proceeds of such sale may be used for the payments of debts and obligations of the Association, and any balance shall be put into the reserve fund.

## ARTICLE V USE OF COMMON PROPERTIES

Section 1. Use of Lake and Common Properties. All Owners shall have the privilege of using the lake for fishing, boating, aquatic and ice sports at their own risk. Neither the Association, its agents, officers or directors, nor any Lot Owners, shall be liable for any injury to person or property resulting from the use of said lake, or any of the Common Properties herein referred to. No person shall have the right to use or land upon the private property of any Lot Owner, except by his permission or invitation.

All Owners of Lots, who shall carry out and perform the covenants and obligations herein prescribed and pay the assessments herein provided, the members or their families and personal private guests, shall have and are hereby given and granted free access to and the use of all areas designated as trails, drives, playgrounds, parks, parkways, and beaches, and the privilege to enter upon or into and leave the waters of the lake along the shores of said parkways, trails, and beaches, and the Owners, not abutting on said lake, shall with the permission and approval of the Association, have the right, separately or in conjunction with other Owners of said Lots, to build suitable piers, landings, racks, docks, or boathouses upon the shores of said parkways and beaches for the tying up or storing of boats owned by them. The privilege to use said lake and to enter upon or make use in any manner whatsoever, subject to the limits herein set out, of any property of the Association shall be deemed an easement appurtenant respectively to each Lot.

Section 2. Landings, Dock and Boathouses. The Owners bounded on any side or sides by lakeshore water edge may with the approval of the Board of Directors extend piers, landing docks, boathouses and other similar structures into said lake to a point not more than twenty-five (25) feet from the lakeshore line. No person shall build any landing, pier, dock, boathouse or any other structure running or extending more than twenty-five (25) feet from the shore line of said lake, as determined by the dam level,

and no rafts or structures of any character shall be permitted to float thereon unless the same be securely and permanently attached to the shore thereof, and no wires, ropes, fences or other obstruction of any kind shall be run out into the waters of said lake by any Lot Owner beyond said distance of twenty-five (25) feet. No hunting or shooting on or over said lake or on community property shall be permitted.

No boathouse shall be built on the shores of the lake or be permitted to float upon the surface thereof unless the same be of sound and substantial construction and painted, and be firmly attached to and connected with, the land owned by the builder thereof, and no boathouse or similar structure shall be designated or used for sleeping or other housing purposes, but the same shall be for the storage of boats only. No landing, pier, dock, boathouse or other shoreline structure shall be erected, placed or altered on any building plot in this Subdivision until the design and location thereof have been approved in writing by the Board of Directors of the Association. The Association may supervise the construction and maintenance of all structures built, in whole or in part, upon or over said lake or land belonging to the Association.

## ARTICLE VI USE RESTRICTIONS

Section 1. Re-Platting and Sub-Dividing of Property. With the exception of Block J in "Indian Lake Third Section", there shall be no re-platting or re-subdividing of any Lot or other property in the Subdivision, including, but not limited to, the lake, dam, trails, drives, playgrounds, parks, parkways, beaches, blocks or Lots, without the affirmative vote of the Owners of not less than seventy-five percent (75%) of all the Lots in the Subdivision. Further, no dwelling shall be built on any portion of real estate within the Subdivision consisting of less than one whole Lot as shown and indicated upon the Subdivision plats.

Section 2. Lot Maintenance. An Owner shall not permit the growth of weeds, tall grass, and unkempt shrubbery or bushes on his or her Lot, and shall keep his or her Lot reasonably clear from such unsightly growth at all times. An Owner shall not store trash, debris, construction materials, junk or other unsightly items on his or her Lot. If an Owner fails to comply with this restriction, the Association may cause the weeds or yard to be cut and the Lot cleared of such growth, trash, debris, junk, materials or items at the expense of the Owner thereof, and the Association shall have a lien against the cleared Lot for the expenses incurred. The cost of such maintenance shall be a special assessment against such Lot and the Owner thereof, collectable in the same manner, and subject to the same remedies, as set forth herein for collection of delinquent assessments. Exercise of this power shall not in any way be considered a trespass on the Owner's Lot, and the Association

shall not be liable for any damages, loss, or other claims arising out of its exercise of the powers and right of entry set forth in this clause.

Section 3. Nuisances. No Lot, or any portion of the Common Properties, shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the Subdivision, or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants.

Section 4. Private Residence Restrictions and Short-Term Rentals. Only one (1) dwelling shall be constructed upon each Lot. All Lots shall be used exclusively for residential purposes. No business or commercial operation of any kind may be conducted on any Lot. However, an Owner may maintain an office or home business in the dwelling if: (1) such office or business is not apparent or detectable in any way from outside the dwelling; (2) such office or business generates no significant number of visits or unreasonable parking usage (both as determined by the Board of Directors) by clients, customers or other persons related to the business; (3) the Owner in all other respects complies with any federal, state, or local laws, regulations and ordinances; and (4) the business does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other Owners or residents as determined by the Board.

No Lot shall be used or rented for hotel, transient or boarding purposes. In no event shall an Owner be permitted to lease, rent, or otherwise operate his or her Lot on a short-term rental basis for any term of less than six (6) months. This short-term rental prohibition includes, but is not limited to, the use of a short-term rental platform through which unaffiliated parties offer to rent a short-term rental to an occupant and collects consideration for the rental from the occupant (including, without limitation, Airbnb, Vrbo). No Lot or dwelling shall be used as a hotel, boarding house, rooming house, double house, apartment house, flat, mercantile building, factory, sanitarium, undertaking establishment, or place of any sort for the serving of food or refreshments to the public, public garage, dance hall, stable, poultry yard, cess pool, privy or privy vault, or depository of any character for liquid waste, except septic tanks and dry wells connected therewith.

Section 5. Dwelling Size Restrictions. Only one single family dwelling house having a floor area, exclusive of basement, open porches and attics, of not less than one thousand five hundred (1,500) square feet, shall be built or erected on any Lot. Every house or structure erected in the Subdivision, or upon any Lot thereof, shall be completely finished on the outside and all wood surfaces, except roofs, shall be painted at least two coats of paint upon completion.

Section 6. Building Line Restrictions. No building whatsoever, or part thereof, of any character, shall be erected or permitted to extend between any street line and the adjacent front yard line shown upon the plat or plats of the Subdivision and indicated thereon by dotted line, and no building, or part thereof, except boathouses, docks, piers, landings, diving platforms or other similar structures, shall be erected or permitted within thirty-five (35) feet of the line marked on said plat or plats as "water's edge." No building, or part thereof, other than porches, shall be built within seven (7) feet of any line on any Lot, which line does not separate said Lot from the street or property of the Association, with a minimum aggregate distance from all such lines of nineteen (19) feet, except detached garages, which may be separated from residences by not less than ten (10) feet, and except that in any case where the same person owns two adjoining Lots, such Owner may build a residence across the dividing line between said Lots or to coincide with or be nearer than seven (7) feet to such dividing line, but in no case shall any residence be erected nearer than fourteen (14) feet to any other residence.

Section 7. Disposal of Sewage, Garbage and Refuse. No garbage, sewage, ashes, rubbish, waste matter, bottles, cans or refuse of any kind shall be deposited or allowed to accumulate upon any Lot or tract of ground within the Subdivision, or be dumped or emptied or thrown into the water of Indian Lake, or upon any of the premises owned or controlled by said Association. No Owner shall discharge any slops, effluent, sanitary or other liquid waste or drainage from or upon any Lot in the Subdivision, except through septic tanks, or other sanitary devices of equal effectiveness, and then not above or below the surface of any Lot onto or into any other Lot or community property, or into the surface drainage system of the Subdivision, or into the waters of the lake. No Owner shall in any manner pollute or discolor or empty any foul or odorous substance or liquid into the lake, or into any sources or stream flowing into said lake, but the Board shall have the right, whenever it shall deem it necessary, to take reasonable and proper steps to clear and purify the water of said lake by the addition of chemicals or substances commonly used for that purpose.

Section 8. Water from Lake. No water shall be drained, pumped, or drawn from the lake by any one or more Lot Owners except by and with the consent of the Board of Directors.

Section 9. Water Sources. No Owner shall by any act diminish the volume of the normal

flow of any spring or streams which naturally feed or flow into the lake.

Section 10. Dam. The dam shall be under the exclusive control of the Board of Directors of the Association, and no person shall go upon the same, or upon the tract shown and indicated as Block G upon the plat of "Indian Lake Third Section," except as may be permitted by rules adopted by the Board of Directors of the Association. No Owner shall commit any act which shall be calculated to, or the normal or natural effect of which will in any manner, weaken or impair the strength or permanency of the dam by which the waters of the lake are confined, or which may result in changing the level of the waters of the lake as established by the height of the spillway at the date of the recording of this instrument.

## ARTICLE VII ARCHITECTURAL CONTROL

No structure of any kind, except private residence buildings, private garages and garden houses, as herein provided, may be erected in or on any Lot, and no billboard or sign may be painted or erected on any Lot. Further, no building, structures, improvements, alterations, excavations, changes in grade or other work which in any way alters any Lot, the exterior of any dwelling, or other improvements located on any Lot from its natural or improved state shall be made or done without prior written approval of the Board. No building, fence, wall, gate, outbuilding, shed, dwelling, significant landscaping, or other structure or exterior improvement shall be commenced, erected, maintained, improved, altered, made or done on any Lot without prior written approval of the Board. As used herein, the term "structure" includes, but is not limited to, any building or Lot orportion thereof, including, without limitation, homes, buildings, walls, flag poles, solar panels, antennae, and garages.

The Board will typically approve, modify or disapprove an application within thirty (30) days after such application (and all plans, drawings, specifications and other items required to be submitted to it pursuant to such rules as it may adopt) has been received. The Board has subjective discretion to approve/disapprove all such requests for changes, and the Board may adopt architectural standards and procedures that are not inconsistent with this Declaration. Approval by the Board of a correctly filed application shall not be deemed to be an approval by local governing authorities (i.e. the city of Indianapolis) nor a waiver of the applicant's obligation to obtain any required approvals from any such authorities or to otherwise comply with applicable local ordinances. No approval of the Board is effective unless in writing. If the Board fails to approve/disapprove the proposed changes within thirty (30) days after such plans and any other information as it may require have been received, the Owner's request is deemed approved.

## ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. All present and future Owners, tenants and occupants of any Lot shall be subject to and shall comply with the provisions of this Declaration, the By-Laws, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that such provisions are accepted and agreed to by such Owner, tenant or occupant. All such provisions shall be covenants running with the land and shall be binding on a person having at any time any interest in a Lot as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons or other legal entities who may occupy, use, enjoy or control a Lot or any part of the property in the Subdivision shall be subject to the Declaration, the By-Laws, and the rules and regulations applicable thereto as each may be amended and supplemented from time to time.

In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, the Association, the persons in ownership from time to time of the Lots and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structures not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorney's fees and the costs and the expense incurred as a result thereof. No delay or failure by any person or the Association to enforce any provision of this Declaration or to invoke any available remedy with respect to a violation or violations thereof, shall under any circumstances be deemed or held to be a waiver by that person or the Association of the right to do so thereafter, or an estoppel of that person or the Association to enact any right available to him or her upon the occurrence, reoccurrence or continuation of any violation or violations, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge.

Section 2. Amendments. This Declaration may be amended or changed, in whole or in part, at any time upon approval by the Owners of sixty-five percent (65%) of the Lots in the Subdivision who are in Good Standing. Such approval may be obtained:

- A. At a meeting of the Owners duly called and held in accordance with the provisions of this Declaration and By-Laws; or

- B. By written consents or approvals received from the Owners; or
- C. Pursuant to any other procedure recognized under Indiana law, including those recognized under the Indiana Nonprofit Corporations Act of 1991, as amended, including, but not limited to, written "mail-in" ballots; or
- D. Any combination of the above.

The President and Secretary of the Association shall execute the amendment(s), certifying that a majority of the Owners in Good Standing approved such amendment(s). Thereafter, the amendment(s) shall be filed with the Marion County Recorder.

**Section 3. Severability.** Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect.

## ARTICLE IX DEFINITIONS

The following terms, when used in this Declaration, shall have the following respective meanings:

"Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Indian Lake Improvement Association, as herein defined. The Articles of Incorporation are incorporated herein by reference.

"Association" means Indian Lake Improvement Association, an Indiana nonprofit corporation, its successors and assigns.

"Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

"Common Properties" or "Common Areas" means all portions of the Subdivision shown on any recorded Subdivision Plat, which are not dedicated to the public and which are not identified as Lots on any such Plat, or which are otherwise described in this Declaration as "Common Properties."

"Common Expenses" mean (i) expenses of administration of the Association; (ii)

expenses of and in connection with the performance of the responsibilities and duties of the Association as set forth herein, the By-Laws, the Articles of Incorporation, and the Plat; (iii) all sums declared by this Declaration to be Common Expenses; and (iv) all costs incurred by the Association (a) to promote the health, safety and welfare of the residents occupying the Subdivision, (b) for the improvement, maintenance and repair of the Common Properties, (c) for the performance of the responsibilities and duties of the Association, and (d) for such other purposes as are specifically or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain.

“Declaration” means this Amended and Restated Declaration of Covenants and Restrictions of Indian Lake.

“Dwelling” shall mean and refer to any building, structure, home or portion thereof situated on a Lot in the Subdivision designed and intended for use and occupancy as a residence.

“Good Standing” means a member of the Association who is no more than thirty (30) days delinquent on the payment to the Association of any Regular Assessments or Special Assessments, and who is not in violation of any provision of this Declaration or the rules and regulations adopted by the Board.

“Lot” means all numbered parcels of land shown and identified as a Lot on any Plat of the Subdivision now or hereafter recorded in the office of the Recorder of Marion County, Indiana.

“Member” shall mean any person or entity holding membership in the Association as provided herein.

“Owner” means the record owner, whether one or more persons or entities, of fee-simple title to any Lot. “Owner” shall include any person acquiring title to a Lot by acceptance of a deed conveying title thereto. The term “Owner” shall exclude those having an interest merely as security for the performance of an obligation unless specifically indicated to the contrary; provided, however, that if such party takes title to a Lot by way of foreclosure, deed-in-lieu of foreclosure, or similar action or proceeding, such party shall become and be deemed as an “Owner” as defined herein.

“Plat” refers to the Subdivision plat of the properties within Indian Lake recorded in the Office of the Recorder of Marion County, Indiana, as the same has been or may be hereafter amended or supplemented.

Certification. The undersigned officers of Indian Lake Improvement Association represent and certify that all requirements for and conditions precedent to the foregoing Amended and Restated Declaration of Covenants and Restrictions have been fulfilled and satisfied.

In witness whereof, INDIAN LAKE IMPROVEMENT ASSOCIATION has caused this document to be executed by two of its officers.

BY: Mark Rummich  
SIGNATURE OF PRESIDENT

MARK RUMREICH  
PRINTED

BY: Mary Lynn Osborn  
SIGNATURE OF SECRETARY

Mary Lynn Osborn  
PRINTED

STATE OF INDIANA )  
 )  
COUNTY OF Marion )

Before me a Notary Public in and for said County and State, personally appeared Mark Rummich and Mary Lynn Osborn, the President and Secretary, respectively, of Indian Lake Improvement Association, for and on behalf of said corporation, and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 26<sup>th</sup> day of Jan, 2022.

My Commission Expires:  
10/19/2023

Residence County: Marion



KRISTINE A. THOMAS  
Resident of Marion County, IN  
Commission Expires: October 19, 2023  
Commission # 673114

Kristine A. Thomas  
Notary Public

Kristine A. Thomas

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." Gregory A. Chandler, Esq.

This instrument prepared by, and should be returned to Gregory A. Chandler, Eads Murray & Pugh, P.C., 9515 E. 59th St., Suite B, Indianapolis, IN 46216. Telephone: (317) 536-2565.