

3:00-3:12:21

# HUNTERS RUN SECTION 3 A

## COVENANTS

11. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATION OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATING OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERRECTED, MAINTAINED, OR PERMITTED UPON ANY LOT.
12. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.
13. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, OR GARBAGE. OTHER WASTE SHALL NOT BE KEPT, EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.
14. NO FENCE, WALL HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINE AT ELEVATIONS BETWEEN TWO AND SIX FEET ABOVE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINE, AND A LINE CONNECTING THEM AT POINTS 25 FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM THE INTERSECTION OF THE STREET LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTION UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.
15. ALL ELECTRICAL SERVICE, TELEPHONE AND OTHER UTILITY LINES SHALL BE PLACED UNDERGROUND, BUT THIS RESTRICTION MAY BE WAIVED IN WRITING BY THE UNDERSIGNED. NO OUTSIDE ANTENNAS, POLES, MASTS OR TOWERS SHALL BE PERMITTED UNLESS APPROVED IN WRITING BY THE UNDERSIGNED.
16. ALL OIL TANKS AND BOTTLED GAS TANKS MUST BE UNDERGROUND OR PLACED IN WALLED-IN AREAS SO THAT THEY SHALL NOT BE VISIBLE FROM ANY STREET OR ADJACENT PROPERTIES. ANY STATIONARY AIR-CONDITIONING UNITS MUST BE SIMILARLY WALLED-IN, SCREENED OR APPROPRIATELY LANDSCAPED.
17. ALL TRASH AND GARBAGE CONTAINERS MUST BE PLACED IN WALLED-IN AREAS SO THAT THEY SHALL NOT BE VISIBLE FROM ANY STREET OR ADJACENT PROPERTIES EXCEPT ON DAYS OF COLLECTION.
18. NO OUTDOOR CLOTHES DRYING AREA OR APPARATUS SHALL BE ALLOWED.
19. ONCE COMMENCED, THE INITIAL CONSTRUCTION OF ANY RESIDENCE UPON ANY LOT IN THIS SUBDIVISION SHALL BE COMPLETED WITHIN A REASONABLE TIME, AND NO INCOMPLETE STRUCTURE SHALL BE PERMITTED TO EXIST ON ANY LOT FOR AN UNREASONABLE PERIOD OF TIME AFTER CONSTRUCTION IS COMMENCED.
20. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 15 YEARS FROM THE DATE THESE COVENANTS ARE RECORDED. AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS AN INSTRUMENTS SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN PREVIOUSLY RECORDED. AGREEING TO CHANGE THEM IN WHOLE OR IN PART.
21. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
22. THE OWNER OF ANY LOT, OR DEVELOPER, THEIR SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ENFORCE BY A PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, OR COVENANTS IMPOSED BY THESE COVENANTS, BUT DECLARANT SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND TO ANY PERSON FOR FAILURE EITHER TO ABIDE BY, ENFORCE OR CARRY OUT ANY OF THE RESTRICTIONS. NO DELAY OR FAILURE BY ANY PERSON TO ENFORCE ANY OF THE RESTRICTIONS 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 OF THE RIGHT TO DO SO THEREAFTER, OR AS ESTOPPEL OF THAT PERSON TO ASSERT ANY RIGHT AVAILABLE TO HIM UPON THE OCCURRENCE, RECURRENCE OR CONTINUATION OF ANY VIOLATION OR VIOLATIONS OF THE RESTRICTIONS. IN THE EVENT THAT DECLARANT SHALL DEEM IT NECESSARY TO ENFORCE ANY RESTRICTION, THE OWNER

WE HEREBY MAKE PLAT, SUBDIVIDE, LAY OFF AND DEDICATE SAID DESCRIBED REAL ESTATE INTO LOTS AND STREETS IN ACCORDANCE WITH THE PLAT HERETO ATTACHED, WHICH ADDITION SHALL BE KNOWN AS HUNTERS RUN, MARION COUNTY, INDIANA, THAT THE STREETS AS SHOWN ON THE ATTACHED PLAT ARE HEREBY DEDICATED TO PUBLIC USE AND THAT ALL OF THE LOTS CONTAINED IN THE ABOVE PLAT OR ANY PORTION THEREOF SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS, WHICH RESTRICTION SHALL BE CONSIDERED AND HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND, WHICH SAID RESTRICTIVE COVENANTS ARE AS FOLLOWS, TO WIT:

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES, NO BUILDINGS SHALL BE ERECTED, ALTERED, PLACED, OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN AS STATED UNDER THE 0-2 ZONING AS SPECIFIED IN THE MARION COUNTY ZONING ORDINANCE 58-A0-13 AS AMENDED AND NOW EFFECTIVE IN MARION COUNTY, EXCEPT AS VARIED BY VARIANCE DOCKET NUMBER 83-VI-73 METROPOLITAN BOARD OF ZONING APPEALS OF MARION COUNTY.
2. (A) NO FENCE OR WALL SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT NEARER TO THE STREET THAN THE MINIMUM BUILDING SET-BACK LINE, AND IN NO CASE SHALL BE GREATER THAN THREE AND ONE-HALF (3½) FEET IN HEIGHT. APPROVAL SHALL BE AS PROVIDED IN PART FIFTEEN (15). NO FENCE OF ANY NATURE SHALL BE ERECTED WITHIN THE BOUNDARIES OF ANY EASEMENTS RESERVED ON THIS PLAT. EXCEPT IN AREAS NOTED AS SIGNAGE EASEMENTS.  
(B) NO SINGLE STORY DWELLING SHALL HAVE A GROUND FLOOR AREA LESS THAN 1200 SQUARE FEET AND NO TWO STORY DWELLING SHALL HAVE A GROUND FLOOR AREA LESS THAN 800 SQUARE FEET.
- (C) EACH DWELLING SHALL HAVE AT LEAST A TWO CAR GARAGE BUT OPEN SIDED CARRIAGES ARE SPECIFICALLY PROHIBITED.  
(D) EACH DWELLING CONSTRUCTED UPON LOTS 50 AND 52 WILL HAVE MASONRY, STONE OR BRICK UPON SEVENTY-FIVE PERCENT (75%) OF THE GROUND FLOOR ELEVATIONS OF EACH SUCH RESIDENCE, EXCLUSIVE OF GARAGES AND ALL WINDOW AND DOOR OPENINGS.  
3. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LINE THAN THE MINIMUM BUILDING SET-BACK LINES SHOWN ON THE RECORDED PLAT. FOR THE PURPOSES OF THIS COVENANT, EAVES, STEPS, AND OPEN PORCHES SHALL NOT BE CONSIDERED AS A PART OF THE BUILDING, PROVIDED, HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING ON A LOT TO ENCRUCH UPON ANOTHER LOT.
4. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT.
5. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT. NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
6. NO BUILDING OR STRUCTURE OF ANY KIND, INCLUDING ADDITIONS, ALTERATIONS, FENCES, SCREENS AND WALLS SHALL BE ERECTED OR ALTERED ON THE PROPERTY UNTIL THE PLANS AND SPECIFICATIONS, LOCATION AND PLOT PLAN THEREOF, IN DETAIL AND TO SCALE, SHALL HAVE BEEN SUBMITTED TO AND APPROVED BY THE UNDERSIGNED IN WRITING BEFORE ANY CONSTRUCTION HAD BEGUN. THE PLANS AND SPECIFICATIONS OF AND LOCATION OF ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE BUILDING, PLUMBING AND ELECTRICAL REQUIREMENTS OF ALL APPLICABLE REGULATORY CODES. REFUSAL OF APPROVAL OF PLANS AND SPECIFICATIONS, LOCATION AND PLOT PLAN BY THE UNDERSIGNED MAY BE BASED ON ANY GROUND INCLUDED PURELY AESTHETIC GROUNDS, IN THE SOLE AND ABSOLUTE DISCRETION OF THE UNDERSIGNED. THE UNDERSIGNED SHALL NOT BE RESPONSIBLE FOR ANY STRUCTURAL DEFECTS IN SUCH PLANS OR SPECIFICATIONS OR IN ANY BUILDING OR STRUCTURE ERECTED ACCORDING TO SUCH PLANS AND SPECIFICATIONS.
7. NO STRUCTURE OF A TEMPORARY NATURE, OUTBUILDING OF ANY KIND NOT CONNECTED TO THE MAIN RESIDENCE INCLUDING, BUT NOT NECESSARILY LIMITED TO ANY TRAILER, TENT, BASEMENT, SHACK, GARAGE, BARN, DOG HOUSE, OR OTHER OUTBUILDING, SHALL BE CONSTRUCTED, MOVED ONTO OR USED ON ANY LOT AT ANY TIME, FOR ANY PURPOSE.  
(A) NO TRAILER, BOAT CAMPER, CAMPING EQUIPMENT, DISABLED MOTOR VEHICLE OR SIMILAR PERSONAL PROPERTY SHALL BE STORED OR PARKED IN ANY MANNER WHATSOEVER IN FRONT OF THE HOUSE OR DWELLINGS ERECTED ON THESE LOTS.  
(B) THE RESIDENTS SHALL MAKE EVERY EFFORT TO KEEP THEIR YARD AND LOT IN AN ATTRACTIVE MANNER AND IN SUCH CONDITION THAT IT SHALL NOT DETRACT FROM THE PROPERTY VALUE OF THE ADDITION AND THE SOLE JUDGE AS TO WHETHER OR NOT IT IS BEING SO KEPT SHALL REMAIN WITH THE DEVELOPER.
8. ALL DRIVES INTO THESE LOTS SHALL BE HARD SURFACED AND CONSTRUCTED IN A MANNER BEFITTING THE OTHER LOTS IN THE NEIGHBORHOOD.
9. NO DOWNSPOUT SHALL BE CONNECTED TO OR CAUSED TO DISCHARGE RAINWATER INTO ANY SANITARY SEWER.
10. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD, EXCEPT AS PROVIDED IN SIGNAGE EASEMENT.

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21. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
22. THE OWNER OF ANY LOT, OR DEVELOPER, THEIR SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ENFORCE BY A PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, OR COVENANTS IMPOSED BY THESE COVENANTS, BUT DECLARANT SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND TO ANY PERSON FOR FAILURE EITHER TO ABIDE BY, ENFORCE OR CARRY OUT ANY OF THE RESTRICTIONS. NO DELAY OR FAILURE BY ANY PERSON TO ENFORCE ANY OF THE RESTRICTIONS 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 OF THE RIGHT TO DO SO THEREAFTER, OR AS ESTOPPEL OF THAT PERSON TO ASSERT ANY RIGHT AVAILABLE TO HIM UPON THE OCCURRENCE, RECURRENCE OR CONTINUATION OF ANY VIOLATION OR VIOLATIONS OF THE RESTRICTIONS. IN THE EVENT THAT DECLARANT SHALL DEEM IT NECESSARY TO ENFORCE ANY RESTRICTION, THE OWNER SHALL PAY REASONABLE ATTORNEY'S FEES AND COURT COST IF DECLARANT SHALL PREVAIL IN SAID LITIGATION.
23. THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT, POWER OR AUTHORITY, TO ENFORCE ANY COVENANTS, COMMITMENTS, RESTRICTIONS OR OTHER LIMITATIONS CONTAINED IN THIS PLAT OTHER THAN THOSE COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION; PROVIDED FURTHER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISIONS OF THE SUBDIVISION CONTROL ORDINANCE, SB-40-3, AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THIS PLAT BY THE PLAT COMMITTEE.
24. WHENEVER THE TERMS "UNDERSIGNED", "DEVELOPER", OR "DECLARANT" ARE USED IN THIS DOCUMENT, THEY SHALL BE DEFINED AS MICHAEL J. KRAS AND WILLIAM F. VAN HOY, JR., THEIR SUCCESSORS, OR ASSIGNS.

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Scale	Revisions:	Item	By	Ck'd.	Client
	Date				
Drawn By					Projr
Checked By					Sheet