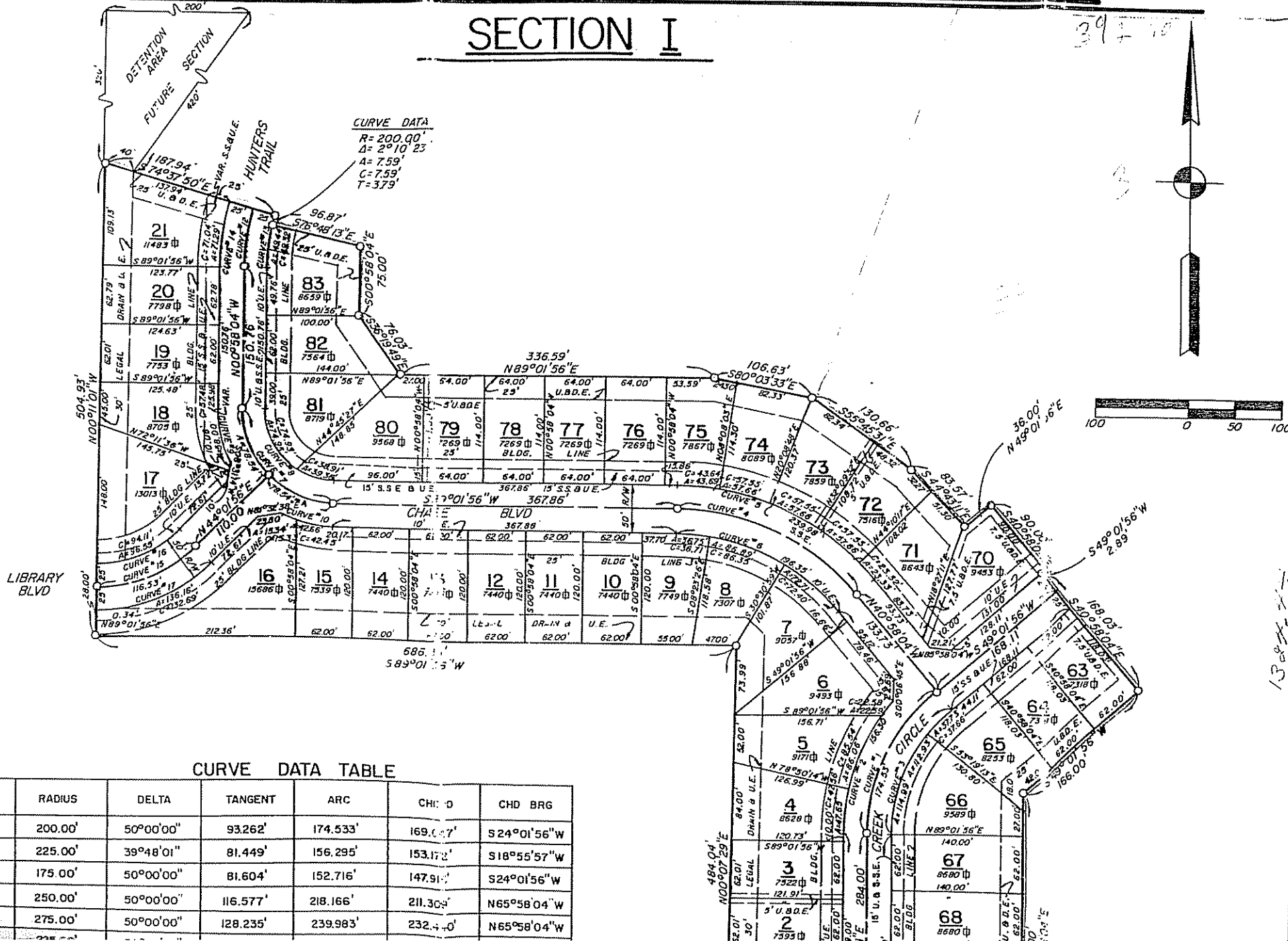


HUNTING CREEK SUBDIVISION

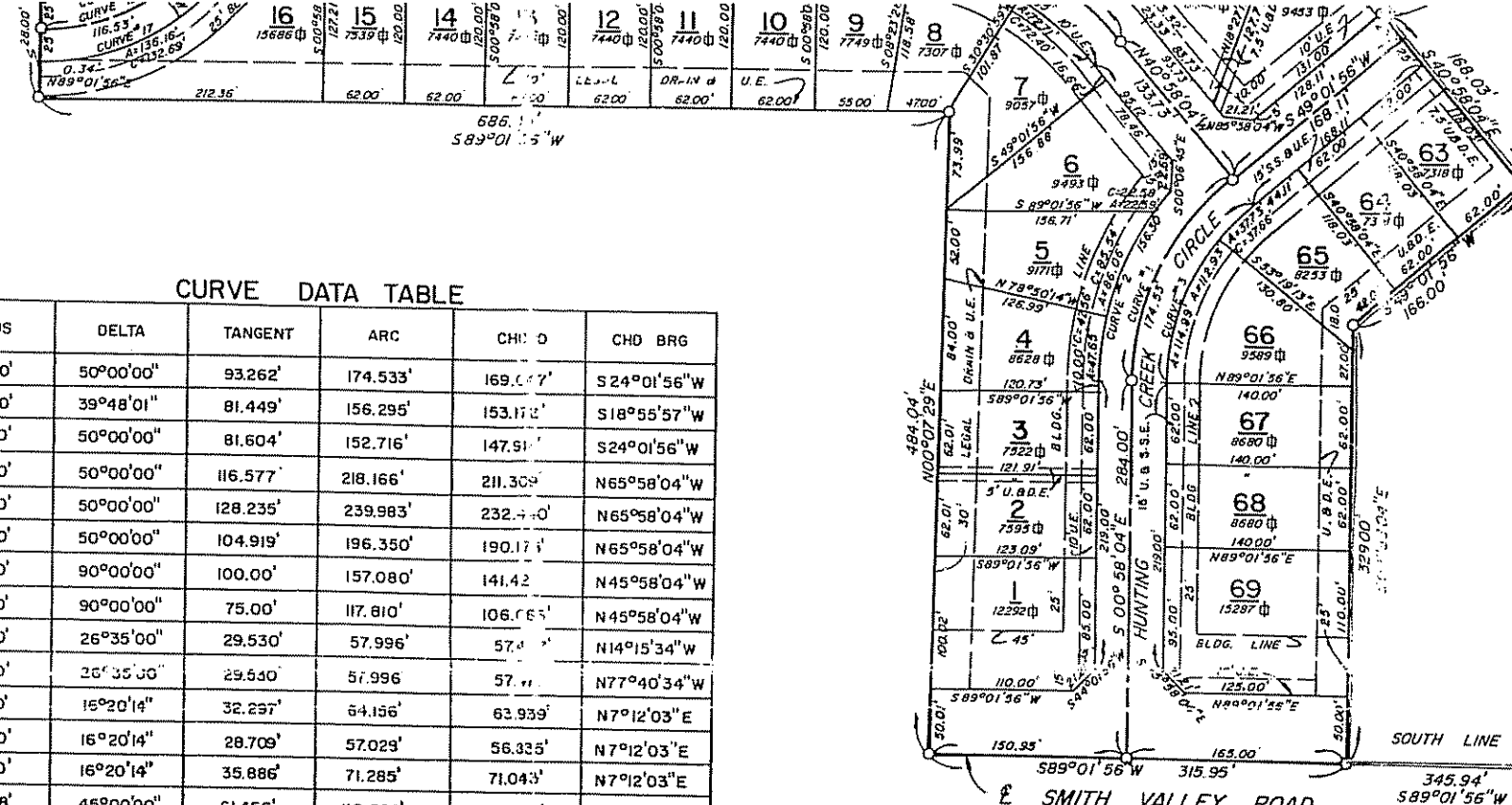
SECTION I

39710



CURVE DATA TABLE

Nº	RADIUS	DELTA	TANGENT	ARC	CHD	CHD BRG
1	200.00'	50°00'00"	93.262'	174.533'	169.007'	S24°01'56"W
2	225.00'	39°48'01"	81.449'	156.295'	153.172'	S18°55'57"W
3	175.00'	50°00'00"	81.604'	152.716'	147.911'	S24°01'56"W
4	250.00'	50°00'00"	116.577'	218.166'	211.303'	N65°58'04"W
5	275.00'	50°00'00"	128.235'	239.983'	232.410'	N65°58'04"W



CURVE DATA TABLE

N ^o	RADIUS	DELTA	TANGENT	ARC	CHORD	CHD BRG
1	200.00'	50°00'00"	93.262'	174.533'	169.477'	S24°01'56"W
2	225.00'	39°48'01"	81.449'	156.295'	153.172'	S18°55'57"W
3	175.00'	50°00'00"	81.604'	152.716'	147.911'	S24°01'56"W
4	250.00'	50°00'00"	116.577'	218.166'	211.309'	N65°58'04"W
5	275.00'	50°00'00"	128.235'	239.983'	232.440'	N65°58'04"W
6	225.00'	50°00'00"	104.919'	196.350'	190.171'	N65°58'04"W
7	100.00'	90°00'00"	100.00'	157.080'	141.422'	N45°58'04"W
8	75.00'	90°00'00"	75.00'	117.810'	108.665'	N45°58'04"W
9	125.00'	26°35'00"	29.530'	57.996'	57.996'	N14°15'34"W
10	125.00'	26°35'00"	29.530'	57.996'	57.996'	N77°40'34"W
11	225.00'	15°20'14"	32.257'	64.156'	63.939'	N7°12'03"E
12	200.00'	16°20'14"	28.709'	57.029'	56.325'	N7°12'03"E
13	250.00'	16°20'14"	35.886'	71.285'	71.043'	N7°12'03"E
14	148.368'	45°00'00"	61.456'	116.528'	113.556'	N66°31'56"E
15	123.368'	44°50'28"	50.900'	96.551'	94.103'	N66°27'10"E
16	173.368'	45°00'00"	71.811'	136.163'	132.590'	N66°31'56"E
17						

LEGAL DESCRIPTION

A part of the Southwest Quarter of the Southwest Quarter and a part of the Southeast Quarter of the Southwest Quarter, in Section 16, Township 14 North Range 3 East of the Second Principal Meridian, Johnson County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 16, T14N, R3E, thence South 89°01'56"W along the South line of said quarter section 345.94 feet to the POINT OF BEGINNING; thence South 89°01'56" West along said line 315.95 feet; thence North 00°07'29" East 484.04 feet; thence South 89°01'56" West 686.36 parallel to the South line of said quarter section; thence North 00°11'01" West 504.93 feet, thence South 74°37'50" East 187.94 feet to a point on a non-tangentail curve whose radius point bears South 74°37'50" East 200.00 feet; thence along the arc of said curve 7.59 feet whose point bears North 76°48'13" West from said radius point, thence South 76°48'13" East 96.87 feet; thence South 00°58'04" East 75.00 feet; thence South 36°19'49" East 76.03 feet; thence North 89°01'56" East parallel to the South line of said quarter section 336.59 feet; thence South 80°03'33" East 106.63 feet; thence South 55°45'31" East 130.66 feet; thence South 44°43'11" East 83.57 feet, thence North 49°01'56" East 36.00 feet; thence South 40°58'04" East 90.00 feet; thence South 49°01'56" West 2.89 feet; thence South 40°58'04" East 168.03 feet; thence South 49°01'56" West 166.00 feet; thence South 00°58'04" East 329.00 feet to the Point of Beginning, containing 10 90

LEGEND

- A — ARC LENGTH
- C — CHORD LENGTH
- ⊙ — MONUMENTION
- ⊕ — SQUARE FEET
- U.E. — UTILITY EASEMENT
- S.S.E. — SANITARY SEWER EASEMENT
- D.E. — DRAINAGE EASEMENT

S.E. COR., S.W. 1/4,
SEC. 16, T14N, R3E
(PK. NAIL FND)

HUNTING CREEK SUBDIVISION

SECTION I RESTRICTIVE COVENANTS

DEDICATION CERTIFICATION

We, the undersigned, owners of real estate shown and described on the attached drawing, do hereby layoff, plat and subdivide said real estate in accordance with the plat herein.

This subdivision shall be known and designated as HUNTING CREEK SUBDIVISION, SECTION ONE, and addition to WHITE RIVER TOWNSHIP, Johnson County, Indiana. All streets, alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

Front and side building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be erected or maintained no building or structure.

There are strips of ground marked "DRAINAGE EASEMENT", "UTILITY EASEMENT", "SANITARY SEWER EASEMENT" and "DETENTION EASEMENT" which are hereby reserved for installation and maintenance of drainage improvements, sanitary sewer improvements, public utilities not including transportation companies, for the installation of poles, mains, sewers, drains, ducts, lines and subject at all times to the rights of proper authorities to service the utilities in said easements.

"DRAINAGE EASEMENTS", "UTILITY EASEMENTS" AND "DETENTION EASEMENTS", for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow, drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in easements. The easement area of each lot and all improvements thereon shall be maintained continuously by the owner of lots, except for those improvements for which a public authority or utility is responsible.

"SANITARY SEWER EASEMENTS" are reserved for the use of Greenwood City Department of Public Works for installation and maintenance of sanitary sewer facilities, mains manholes, and cleanouts on the main and other appurtenances as shown on the plot.

Any field title or underground drain which is encountered in construction of any improvements within this Subdivision shall be perpetuated, and all owners of lots in this Subdivision and their successors shall comply with the Drainage Code of 1965, and all amendments thereto.

Drainage ditches along all roads and streets shall be preserved and kept unobstructed so long as the roadway is not curbed; each driveway over a drainage ditch shall be provided with a drainage structure with size, material, length, location and grade approval by the Johnson County Highway Department. Property owners must maintain these swales as sodded grassways, other non-eroding surfaces. Water from roofs 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 must be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the County Drainage Board. Any proposed alteration, changing, or damaging these ditches...

WITNESS MY HAND AND SEAL THIS 16th DAY OF SEPTEMBER, 1987.

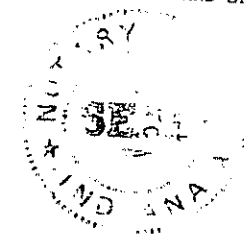
Richard D. Arnos
RICHARD D. ARNOS, CHAIRMAN

REPUBLIC DEVELOPMENT CORP.
AN OHIO CORPORATION

STATE OF INDIANA)
COUNTY OF JOHNSON)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR JOHNSON COUNTY, INDIANA, PERSONALLY APPEARED Richard Arnos, CHAIRMAN AND EACH SEPERATELY AND SEVERALLY ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT AS HIS VOLUNTARY ACT AND DEED, FOR THE PURPOSE EXPRESSED HEREIN.

WITNESS MY HAND AND SEAL THIS 16th DAY OF September, 1987.



Janice A. Bush
JANICE A. BUSH
NOTARY-PUBLIC

COUNTY OF RESIDENCE Johnson
MY COMMISSION EXPIRES 1-11-88

THIS PLAT IS RECOMMENDED FOR APPROVAL BY THE JOHNSON COUNTY PLAN COMMISSION.

Gary Turner
GARY TURNER
PLANNING DIRECTOR

APPROVED BY THE JOHNSON COUNTY PLAN COMMISSION IN ACCORDANCE WITH CONTROL ORDINANCE

all amendments thereto.

Drainage ditches along all roads and streets shall be preserved and kept unobstructed so long as the roadway is not curbed; each driveway over a drainage ditch shall be provided with a drainage structure with size, material, length, location and grade approval by the Johnson County Highway Department. Property owners must maintain these swales as sodded grassways, other non-eroding surfaces. Water from roofs 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 must be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the County Drainage Board. Any property owner altered, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage. After which time, if no action is taken, the Johnson County Drainage Board will cause said repairs to be accomplished, and the bill for said repairs will be sent to the affected property owner for immediate payment.

All lands in the Subdivision and the use of the lands in this Subdivision by present and future owners or occupants shall be subject to the covenants, conditions and restrictions for "HUNTING CREEK SUBDIVISION" as recorded in Misc. Record **57**, Page **993** in the Office of the Recorder of Johnson County, Indiana, and shall run with the land.

The foregoing covenants and restrictions are to run with the real estate and shall be binding on all parties and persons claiming under them until January 1, 2011, at which time said covenants and restrictions shall be automatically extended for successive ten year periods, unless by majority vote of the current owners of the real estate it is agreed to change such covenants and restrictions in whole or part,

Invalidation of any of the foregoing covenants or restrictions by judgement or court order shall in no way affect the remaining portions not so affected.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assign.

REQUIRED DEDICATION AND APPROVAL STATEMENT

BE IT RESOLVED by the Board of Public Works and Safety, City of Greenwood, Johnson County, Indiana, that the dedications for sanitary sewer easements shown on this plat are hereby approved and accepted this 5th day of October, 1987.

Jeanette Surina
Jeanette Surina, Mayor

Richard E. Heiney
Richard Heiney, Member

William Crawford
William Crawford, Member

M. Martha J. Chitwood
MARTHA L. CHITWOOD
Clerk-Treasurer

REQUIRED COVENANT WAIVING REMONSTRANCE RIGHTS

All lot owners who subsequently tap into or are connected with the sewer system provided for in this subdivision as described in this plat release their right to remonstrate against pending or future annexation by the City of Greenwood pursuant to a certain contract dated SEPTEMBER 3, 1987, and recorded in the Johnson County Recorder's Office in Book 059, Page 738, on SEPT 9, 1987, Franklin, Indiana.

In Sewer Service Agreement See Misc. Bk. 60 Page 414 - Book - not part land

HUNTING

CREEK

SECTION

RESTRICTIVE CO

DEDICATION CERTIFICATION

We, the undersigned, owners of real estate shown and described on the attached drawing, do hereby layoff, plat and subdivide said real estate in accordance with the plat herein.

This subdivision shall be known and designated as HUNTING CREEK SUBDIVISION, SECTION ONE, and addition to WHITE RIVER TOWNSHIP, Johnson County, Indiana. All streets, alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

Front and side building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be erected or maintained no building or structure.

There are strips of ground marked "DRAINAGE EASEMENT", "UTILITY EASEMENT", "SANITARY SEWER EASEMENT" and "DETENTION EASEMENT" which are hereby reserved for installation and maintenance of drainage improvements, sanitary sewer improvement, public utilities not including transportation companies, for the installation of poles, mains, sewers, drains, ducts, lines and subject at all times to the rights of proper authorities to service the utilities in said easements.

"DRAINAGE EASEMENTS", "UTILITY EASEMENTS" AND "DETENTION EASEMENTS", for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in easements. The easement area of each lot and all improvements thereon shall be maintained continuously by the owner of lots, except for those improvements for which a public authority or utility is responsible.

"SANITARY SEWER EASEMENTS" are reserved for the use of Greenwood City Department of Public Works for installation and maintenance of sanitary sewer facilities, mains manholes, and cleanouts on the main and other appurtenances as shown on the plot.

Any field title or underground drain which is encountered in construction of any improvements within this Subdivision shall be perpetuated, and all owners of lots in this Subdivision and their successors shall comply with the Drainage Code of 1965, and all amendments thereto.

Drainage ditches along all roads and streets shall be preserved and kept unobstructed so long as the roadway is not curbed; each driveway over a drainage ditch shall be provided with a drainage structure with size, material, length, location and grade approval by the Johnson County Highway Department. Property owners must maintain these swales as sodded grassways, other non-eroding surfaces. Water from roofs 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 must be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the County Drainage Board. Any property owner altered, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage. After which time, if no action is taken, the Johnson County Drainage Board will cause said repairs to be accomplished, and the bill for said repairs will be sent to the affected property owner for immediate payment.

All lands in the Subdivision and the use of the lands in this Subdivision by present and future owners or occupants shall be subject to the covenants, conditions and restrictions for "HUNTING CREEK SUBDIVISION" as recorded in Misc. Record **57**, Page **993** in the Office of the Recorder of Johnson County, Indiana, and shall run with the land.

The foregoing covenants and restrictions are to run with the real estate and shall be binding on all parties and persons claiming under them until January 1, 2011, at which time said covenants and restrictions shall be automatically extended for suc-

18612

PLAT RESTRICTIONS AND COVENANTS FOR HUNTING CREEK,
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA

The undersigned, Republic Development Corporation, for and as owners and developers of Hunting Creek, and of attached real estate, do hereby lay off, plat and subdivide the said real estate in accordance with the attached plat and certificate.

This subdivision shall be known as "HUNTING CREEK", Section 1.

The streets and sidewalks, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked "Utility and Drainage Strips" shown on the plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent or temporary structure of any kind, and no part thereof, except fences and sidewalk shall be built, erected or maintained on said "Utility and Drainage Strips".

There are strips of ground marked "Drainage Easement" which are hereby reserved for the installation and maintenance of drainage improvements. Purchasers of lots in this subdivision shall take their title subject to the easement hereby created, and subject at all times to the proper authorities and the easement hereby created, and no permanent structure of any kind shall be built, erected or maintained on any such "Drainage Easement".

Article I. Use Restrictions

All lots in this subdivision and all present and future owners or occupants thereof shall be subject to the following development standards, conditions and restrictions, which shall run with the land:

1.01. The lots located within said Hunting Creek, Section 1, shall be used for detached single-family dwellings in accordance with the present zoning of Hunting Creek by the Township of White River. No lot shall be used for any purpose not presently permitted by the zoning of the Township of White River without approval of the Architectural Control Committee. This provision is intended to, and shall prohibit, a change of present permitted use by change of zoning without approval of the Architectural Control Committee.

1.02. Single-family dwellings shall have a minimum of 1,400 square feet of living area, including unfinished lower levels constructed partially below grade in split level and bi-level dwellings, but exclusive of porches, garages and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles. Two-story dwellings shall have a minimum of 750 square feet on the first floor. Bi-level and split-level dwellings shall have a minimum of 1,000 square feet on the top floor. All driveways and vehicle parking areas shall be hard-surfaced with either concrete, asphalt or brick. No gravel or stone driveways shall be permitted on any lot.

1.03. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be erected, placed or maintained on any lot in said subdivision, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, use and material of construction thereof, the color scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Control Committee.

1.04. No structure or any part thereof, other than a fence, hedge, wall, or other enclosure which shall first have been approved as provided in paragraph 1.03 above, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of the Township of White River.

1.05. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever. Provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of owner, lessee or assignee, during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part or in any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

1.06. No trailer, tent, shack, garage, barn, cor., or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph 1.03 above.

1.07. No clothlines shall be located on any lot except for a removable folding umbrella type.

1.08. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or other similar housing or recreational device, if stored on any said lot, shall be housed within a garage building.

1.09. No portion of any residential lot, except the portion of the front yard, shall be used for the storage of any vehicle, whether operative or not, motor, moped, lawnmower, tractor, or any reclamation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said

improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Control Committee or its successors and assigns.

1.10. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.03 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

1.11. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffer to remain on any part of said premises. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less often than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.12. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.13. No television antennas shall be attached to the exterior of any residence. No towers of any kind including, but not limited to, television, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision.

1.14. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire subdivision, or for construction operations, may be located above ground.

1.15. 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, that they are limited in number so as not to become a nuisance or disturbance to others, and that they are not permitted to run loose.

1.16. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Architectural Control Committee; and (ii) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.17. No lot owner shall lease or any easement without first obtaining the written consent of the Architectural Control Committee and the lot owner or owners for whose benefit such easement exists.

1.18. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers encircled, within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Architectural Control Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee or their successors and assigns.

1.19. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

1.20. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Architectural Control Committee and Johnson County, and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

1.21. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Johnson County Surveyor and the Johnson County Drainage Board. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs 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 these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Johnson County Drainage Board. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action. If, after being given ten (10) days notice by certified mail to repair said damage, no action is taken, the Johnson County Drainage Board may cause said repairs to be accomplished, and the statement for costs of the said repairs will be sent to the affected property owner for immediate payment.

Article 2. Architectural Control Committee

An Architectural Control Committee shall be established to carry out the functions set forth for it in these Plat Restrictions and Covenants.

2.01. The Architectural Control Committee shall be composed of 3 members who initially shall be appointed by the undersigned.

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2.02. The members of said Architectural Control Committee shall serve until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, his successor shall be appointed by the remaining members of the Committee within six (6) months of the incapacity, death or resignation of a member. In the event of the incapacity, resignation or death of a member of the Committee, and his successor is not appointed within six (6) months thereafter, the successor member shall be appointed by the owners of a majority of the lots in said subdivision.

2.03. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

2.04. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole.

2.05. All plans and specifications submitted to the Architectural Control Committee for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in some generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different color plan or replacing a mailbox and post may be made without the submission of professionally prepared plans and specifications provided, however, that the Architectural Control Committee reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

2.06. The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing, and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest. If the Architectural Control Committee shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

2.07. Notwithstanding compliance with the foregoing minimum living area requirements, the Johnson County Plan Commission or the Johnson County Commissioners, in Indiana, shall not issue an Improvement Location Permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building and site plans presented by the lot owner have been approved by and bear the stamp of approval of the Architectural Control Committee, or its duly authorized representative, which approval and stamp shall be substantially the following form, to wit:

THIS SITE AND BUILDING PLAN FOR LOT _____ IN HUNTING CREEK HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY _____ ONLY, AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAN.

HUNTING CREEK ARCHITECTURAL CONTROL COMMITTEE

By _____

2.08. The Architectural Control Committee, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Architectural Control Committee or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said Architectural Control Committee or their successors and assigns shall not be reason thereof be guilty in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the Architectural Control Committee, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

2.09. Section 1 of Hunting Creek may contain certain open space lying within the plat and certain landscaped areas lying within the public rights-of-way. In addition, landscape easement areas may be imposed on a portion of certain lots located in said Section 1. The Architectural Control Committee shall have the right to enter onto such open space, public rights-of-way and landscape easement areas from time to time as it deems necessary for purposes of maintaining all open space, landscaped areas and landscape easement areas described above which are located in Hunting Creek. Section 1, and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas and landscape easement areas located

In other sections of Hunting Creek. In addition, the Architectural Control Committee, upon the approval of a majority of the lot owners in Hunting Creek, may provide other services such as trash collection and snow removal.

In order to provide the funds necessary to pay for the services described in this paragraph, as well as other provisions of these Restrictions and Covenants, the Architectural Control Committee shall be empowered to levy, assess and collect from each and every lot owner in said Hunting Creek, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Hunting Creek. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Architectural Control Committee, or a majority of the members thereof, may cause to be filed with the Johnson County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot shall not pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

2.10. The Architectural Control Committee has the power to expend its money on the reasonable care and proper maintenance of the open space, landscaped areas and "easement areas" on any section of the Hunting Creek subdivision, and such other community services approved by a majority of the lot owners in Hunting Creek. The Architectural Control Committee may join with the Architectural Control Committee of any other section or sections of Hunting Creek for purposes of establishing a combined budget for the joint maintenance of open spaces, landscaped areas and "easement areas" and the provision of other approved services as described above, and divide the cost of same among the lot owners in all sections of Hunting Creek which participate in the combined budget.

2.11. Any and all of the rights, powers, duties and obligations which, in this instrument are assumed by, reserved to or given to the Architectural Control Committee may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said Architectural Control Committee. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns or said Architectural Control

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Committee, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Architectural Control Committee. The right of assignment hereby reserved to the Architectural Control Committee is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the Architectural Control Committee may determine. Whenever in this instrument reference is made to said Architectural Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

Article 3. Other Conditions.

3.01. These covenants and restrictions shall be taken to be real covenants running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and their heirs, executors, administrators, successors and assigns until December 31, 1997, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

3.02. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be sufficient reason for any other person or persons owning any lot in said subdivision to initiate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and to prevent him or them from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

3.03. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

3.04. It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

3.05. All costs of litigation and attorney's fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

3.06. All lot owners who subsequently tap into or are connected with the sewer system provided for in this subdivision as described in this plat, release their right to renege against pending or future annexation by the City of Greenwood pursuant to a certain contract dated September 3, 1987 and recorded in the Johnson County Recorder's office in Book 059, Page 738, September 9, 1987.

3.07. Any corporation or association which may be the transferee or assignee as provided in the preceding paragraph shall have the same power to levy, assess and collect funds from lot owners and to expend such funds as are set forth in paragraphs 2.09 and 2.10 hereof for the Architectural

Control Committee. In addition, any transferee or assignee that is a non-profit association in which the owners of lots in Hunting Creek have the right to elect the trustees of the association on a one-vote-per-lot basis shall have the right to levy, assess and collect an amount not to exceed fifty dollar (\$50.00) per year from each and every lot owner in said Hunting Creek for purposes of carrying out its responsibility to the lot owners. Provided such power shall not be effective unless persons making up a majority of the Board of Trustees are owner-occupants of Hunting Creek, and provided further that such limit of fifty dollars (\$50.00) per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of October 1966.

3.08. It is expressly understood that this plat may be joined with other plats in Hunting Creek, so as to form one over-all property owners' association for the maintenance and care of all open space, landscaped areas and easement areas so designated in other plats as well as in Section 1 of Hunting Creek, and to provide such other services as may be approved by a majority of the lot owners.

3.09. Only the lots contained in said Hunting Creek, Section 1 shall be subject to and bound by the restrictions, covenants and conditions set out in this instrument, and none of said provisions shall in any manner affect or be operative in respect of any other lands of the Owner or its successors or assigns.

IN WITNESS WHEREOF, the said Republic Development Corporation, an Ohio corporation, has caused this instrument to be executed by its respective duly authorized representative this 16th day of December, 19 87

Signed, Acknowledge and Delivered in the Presence of: REPUBLIC DEVELOPMENT CORPORATION, an Ohio Corporation

Kathleen S. Cottrill
Kathleen S. Cottrill
By: Richard D. Arnos
Richard D. Arnos, Chairman

Kathleen S. Cottrill
Kathleen S. Cottrill
STATE OF Ohio
COUNTY OF Johnson
DEC 16 10 57 AM '87
RECEIVED F-J-R RECORD
BOOK 59 PAGE 993
JACQUELINE E. KELLER
JOHNSON COUNTY RECORDER

Before me, a Notary Public in and for said County and State, personally appeared Richard D. Arnos, Chairman of Republic Development Corporation, who acknowledged that he did sign said instrument as such Chairman of said Republic Development Corporation, on behalf of said corporation and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of said Richard D. Arnos as such officer and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 16th day of December, 19 87.

Kathleen S. Cottrill
Kathleen S. Cottrill
Notary Public
My commission expires 7/31/89.

This instrument prepared by:
Republic Development Corporation
3150 Republic Blvd. N., Suite 2
Toledo, Ohio 43615

