

HUNTERS RUN

SECTION 8

NW COR. NE 1/4
SEC. 22, T14N, R3E

FINAL PLAT

SHALL BE PERMITTED TO EXIST ON ANY LOT FOR AN
PERIOD OF TIME AFTER CONSTRUCTION IS

THE COVENANTS ARE TO RUN WITH THE LAND AND SHALL
ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER
PERIOD OF 15 YEARS FROM THE DATE THESE COVENANTS
ED. AFTER WHICH TIME SAID COVENANTS SHALL BE
LY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS
INSTRUMENT SIGNED BY A MAJORITY OF THE THEN
THE LOTS HAS BEEN PREVIOUSLY RECORDED. AGREEING
THEM IN WHOLE OR IN PART.

VALIDATION OF ANY ONE OF THESE COVENANTS BY
OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE
VISIONS WHICH SHALL REMAIN IN FULL FORCE AND

OWNER OF ANY LOT, DEVELOPER, THEIR SUCCESSORS OR
SHALL HAVE THE RIGHT TO ENFORCE BY A PROCEEDING AT
EQUITY, ALL RESTRICTIONS, CONDITIONS, OR
IMPOSED BY THESE COVENANTS, BUT DECLARANT SHALL
FOR DAMAGES OF ANY KIND TO ANY PERSON FOR

CURVE DATA

No.	Radius	Delta	Arc	Chord	Tangent
21	943.30'	01° 56' 59"	32.10'	32.10'	16.05'
22	160.00'	29° 28' 46"	82.32'	81.42'	42.09'
23	5580.00'	02° 03' 13"	200.00'	199.99'	100.01'

DWELLING SHALL HAVE A GROUND FLOOR AREA LESS THAN 600 SQUARE FEET PROVIDED HOWEVER THAT NO SINGLE STORY DWELLING SHALL BE CONSTRUCTED ON LOTS 188, 189 & 190 HAVING A GROUND FLOOR AREA OF 1500 SQUARE FEET AND A TWO STORY DWELLING OF 1200 SQUARE FEET OF GROUND FLOOR AREA.

(C) EACH DWELLING SHALL HAVE AT LEAST A TWO CAR GARAGE BUT OPEN SIDED CARPORTS ARE SPECIFICALLY PROHIBITED.

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 ENCROACH 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 OF 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 THESE 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, BRACK, 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 A 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 DOWNSPOUTS SHALL BE CONNECTED TO OR CAUSED TO DISCHARGE RAINWATER INTO ANY SANITARY REMER.

10. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VISION 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 FOR IN STORAGE EASEMENTS.

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 EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR THE USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED, OR PERMITTED UPON ANY LOT.

12. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BREED 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 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 INTERSECTIONS OF THE STREET LINES, OR IN

ARE RECORDED. AFTER WHICH AUTOMATICALLY EXTENDED SINCE UNLESS AN INSTRUMENT SIGNIFY OWNERS OF THE LOTS HAS TO CHANGE THEM IN WHOLE

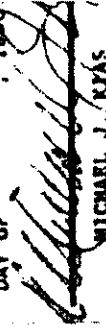
21. INVALIDATION OF JUDGEMENT OR COURT ORDER OTHER PROVISIONS WHICH EFFECT.

22. THE OWNER OF ANY ASSIGNS, SHALL HAVE THE LAW OR IN EQUITY, ALL RIGHTS COVENANTS IMPOSED BY THE NOT BE LIABLE FOR DAMAGE FAILURE EITHER TO ABIDE RESTRICTIONS. NO DELAY ANY RESTRICTIONS OR TO RESPECT TO A VIOLATION (ANY CIRCUMSTANCES BE THAT PERSON TO ASSERT THAT PERSON TO ASSERT AN OCCURRENCE, RECURRENCE OF VIOLATIONS OF THE RESTRICTIONS SHALL DEEM IT DECLARANT SHALL DEEM IT RESTRICTIONS, THE OWNER FEES AND COURT COSTS IF LITIGATION.

23. THE METROPOLITAN SUCCESSORS AND ASSIGNS, AUTHORITY, TO ENFORCE ALL RESTRICTIONS OR OTHER LIMITATIONS THAT EXPRESSLY METROPOLITAN DEVELOPER THAT NOTHING HEREIN SHALL METROPOLITAN DEVELOPER PROVISIONS OF THE SUBDI AS AMENDED, OR ANY COND PLAT BY THE PLAT COMMIT

24. WHENEVER THE TERM "DECLARANT" ARE USED, IN DEFINED AS MICHAEL J. KAS OR THEIR SUCCESSORS, OR AS

IN WITNESS, WHEREOF BY THE UNDERSIGNED, WILL RESPECTIVELY, FOR AND I DAY OF 1999


MICHAEL J. KAS

1. THE UNDERSIGNED, A NOT TAKE ACKNOWLEDGMENTS AN INDIANA, CERTIFY THAT MICHAEL J. KAS, RESPECTIVELY, I ACKNOWLEDGED THE EXECUT THEIR AUTHORIZED ACTS, I

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NOT
PRI

MY COMMISSION EXPIRES 2-6-

COUNTY OF RESIDENCE IS I

James
Robert J. ...

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 THRE UNDERSIGNED. THE UNDERSIGNED SHALL NOT BE RESPONSIBLE FOR ANY STRUCTURAL DEFECTS IN SUCH PLANS OR SPECIFICATIONS OR IN ANY BUILDING OF STRUCTURE ERECTED ACCORDING TO SUCH PLANS AND SPECIFICATIONS.

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(A) NO TRAILER, BOAT, CAMPER, CAMPING EQUIPMENT, DISABLED MOTOR VEHICLES OR SIMILAR PERSONAL PROPERTY SHALL BE STORED OR PARKED IN ANY MANNER WHATSOEVER IN FRONT OF THE HOUSE OR DRILLINGS ERECTED ON THESE LOTS.

(B) THE RESIDENTS SHALL MAKE EVERY EFFORT TO KEEP THEIR YARD AND LOT IN AN ATTRACTIVE MANNER AND IN SUCH A CONDITION THAT IT SHALL NOT DEDUCT 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.

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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 20 FEET FROM THE INTERSECTIONS 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 A 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 TOLLAGE 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 ANTENNA, 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 AREA 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 THE 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

SUCCESSORS AND AUTHORITY, TO RESTRICTIONS OTHER THAN TH LIMITATIONS T METROPOLITAN THAT NOTHING METROPOLITAN PROVISIONS OF AS AMENDED, O PLAT BY THE P

24. WHEREVER "DECLARANT" IS DEFINED AS MY THEIR SUCCESS

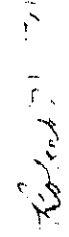
IN WITNE BY THE UNDERSI RESPECTIVELY, DAY OF


MICHAEL J.

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MY COMMISSIO COUNTY OF RESI





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NW COR. NE 1/4
SEC. 22, T14N, R3E

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 INSTRUMENT 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, 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 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 RESTRICTIONS, THE OWNER SHALL PAY REASONABLE ATTORNEY'S FEES AND COURT COSTS IF DECLARANT SHALL PREVAIL IN SAID LITIGATION.

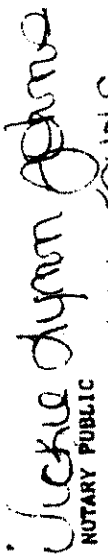
23. THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT, POWER OR AUTHORITY, TO ENFORCE ANY COVENANTS, COMMITMENTS, RESTRICTIONS OR OTHER LIMITATIONS CONTAINED IN THIS PLAT OTHER THAN THOSE COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION; PROVIDED FURTHER, THAT NOTHING HERIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISIONS OF THE SUBDIVISION CONTROL ORDINANCE, 58-AD-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. KIAS AND WILLIAM F. VAN HOY, JR., THEIR SUCCESSORS, OR ASSIGNS.

IN WITNESS WHEREOF, THIS INDENTURE HAS BEEN EXECUTED BY THE UNDERSIGNED, WILLIAM F. VAN HOY AND MICHAEL J. KIAS, RESPECTIVELY, FOR AND IN BEHALF OF SUCH OWNERSHIP THIS DAY OF 1989


MICHAEL J. KIAS WILLIAM F. VAN HOY, JR.

I, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED TO TAKE ACKNOWLEDGMENTS AND ADMINISTER OATHS IN THE STATE OF INDIANA, CERTIFY THAT WILLIAM F. VAN HOY, JR. AND MICHAEL J. KIAS, RESPECTIVELY, PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INDENTURE, AS THEIR AUTHORIZED ACTS, THIS DAY OF JUNE, 1989.


NOTARY PUBLIC
VICKIE LYNN JOHNS