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HUNTING CREEK, SECTION THREE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTING CREEK,
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA

The undersigned, Republic Development Corporation (sometimes referred to herein as "Owner" or "Developer"), for and as Owner and Developer of the real property described in Exhibit A attached, to be known as Hunting Creek, Section 3, and for the benefit of all present and future owners of any lot or lots in, or occupants of, Hunting Creek, Section 3, does hereby impose the within described Covenants, Conditions and Restrictions on the land described in said Exhibit A.

Article 1. 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 3, 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 presently 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 open 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

of 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, its agents or assigns, 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, car, 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 clotheslines 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 devices, if stored on any said lot, shall be housed within a garage building.

1.09. No portion of any residential lot, except the interior of the residential dwelling located thereon and apartment garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, 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 (1) signs approved by the Architectural Control Committee; and (11) 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 impair any easement without first obtaining the written consents 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 entirely 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 peaceful 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.

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.

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 form 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 submittal 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 which 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 whatsoever. 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 3 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 assessment areas may be imposed on a portion of certain lots located in said Section 3. The Architectural Control Committee shall have the right to enter onto such open space, public rights-of-way and landscape assessment areas from time to time as it deems necessary for purposes of maintaining all open space, landscaped areas and landscape assessment areas described above which are located in Hunting Creek, Section 3, and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas and landscape assessment 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. The plat of Section 3 of Hunting Creek may contain certain areas marked "Fogel Drain & UE", "DUG", or "Detention Area". The Architectural Control Committee and its agents, employees or subcontractors shall have the right to enter onto any such areas as it deems necessary or desirable for the purpose of maintaining same, or otherwise clearing obstructions that impede or might impede the designed flow of storm water across such areas.

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 sum 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 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 for herein shall be subordinate 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 affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lien 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 "assessment 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 "assessment 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 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 read 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. 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 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 1989.

3.07. Any property owner's association formed for the purpose of maintaining and carrying for all open space, landscaped areas and easement areas in Section 3 of Hunting Creek and otherwise to protect the interests of the owners of lots in Section 3 of Hunting Creek may include in its membership the owners of lots in other sections of Hunting Creek, provided such lots in other sections of Hunting Creek are subject to Plat Restrictions that are essentially the same as the Plat Restrictions for Section 3 of Hunting Creek and to a Declaration of Covenants, Conditions and Restrictions that is essentially the same as this Declaration of Covenants, Conditions and Restrictions.

EXHIBIT A
HUNTING CREEK
SECTION THREE

LEGAL DESCRIPTION

LEGAL DESCRIPTION

A part of the East Half of the Southwest Quarter of Section 36, Township 14 North, Range 3 East of the Second Principal Meridian, Johnson County, Indiana, more particularly described as follows:
BEGINNING at a P.K. nail found in place marking the Southeast corner of said Half Quarter Section; thence South 89° 01' 56" West on and along the South line of said Half Quarter Section 345.94 feet; thence North 00° 58' 14" West 329.00 feet; thence North 49° 01' 56" East 166.00 feet; thence North-40° 58' 04" West 168.03 feet; thence North 49° 01' 56" East 2.89 feet; thence North 40° 58' 04" West 90.00 feet; thence South 49° 01' 56" West 36.00 feet; thence North 44° 43' 11" West 83.57 feet; thence North 55° 45' 31" West 130.66 feet; thence North 17° 37' 27" East 293.35 feet; thence North 16° 04' 13" East 179.97 feet to a point on a curve to the right whose radius point bears South 16° 04' 13" West 275.00 feet from said point; thence along the arc of said curve 14.24 feet to a point which bears North 19° 02' 17" East 275.00 feet from the radius point of said curve; thence North 19° 02' 17" East 138.06 feet to a point on the South property line of a tract of land deeded to Chester Walker (Deed Book 26, Page 5661); thence North 88° 52' 14" East on and along said South property line 392.70 feet to the Northwest corner of Hendricks Addition (Plat Book 3, Page 62); thence South 00° 07' 13" West on and along the West property line of said Hendricks Addition 1324.44 feet to the Point of Beginning containing 12.655 acres more or less.
Subject to all legal right-of-ways, easements and restrictions of record.

Jun 25 10 29 AM '91

RECEIVED FOR RECORD
BOOK 63 PAGE 672
JACQUELINE E. KELLER
JOHNSON COUNTY RECORDER

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3.08. Wherever in the drawings and documents recorded as the plat of Hunting Creek, Section 3, statements appear to conflict with, or be inconsistent with, this Declaration, then the statements in this Declaration shall prevail.

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 20th day of December, 1990.

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

[Signature] By: *[Signature]*
Richard L. Arnos, Vice President

[Signature]
STATE OF OHIO 85

COUNTY OF LERMS
Before me, a Notary Public in and for said County and State, personally appeared Richard L. Arnos, Vice President 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 L. 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 this 20th day of December, 19 90.

[Signature]
Notary Public

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

KATHLEEN S. COTTRELL
Notary Public, State of Ohio
My Commission Expires Aug. 4, 1992



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