

99-14050
4-5-99
Amend Covenant
V. 113 p. 1881

14595

HUNTERS COVE SUBDIVISION

COVENANTS, LIMITATIONS AND RESTRICTIONS

BOOK 132 PAGE 156

1. **NAME:** This subdivision shall be known and designated as Hunters Cove, a subdivision located in Brownsburg, Hendricks County, Indiana.
2. **STREET DEDICATION:** The streets shown and not heretofore dedicated are hereby dedicated to the public.
3. **LAND USE AND PERMITTED STRUCTURES:** All lots shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, one (1) private, attached garage as are usual and incidental to the use of each lot for single-family residential purposes.
4. **TYPE, SIZE AND NATURE OF CONSTRUCTION PERMITTED AND APPROVALS REQUIRED:**
No single-family dwelling, garage, swimming pool, tennis court or other recreational facility shall be erected, placed or altered on any lot without the prior written approval of the Building Control Committee to be established in accordance with paragraph 5 of these Subdivision Restrictions. Such approval shall be obtained prior to the commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping, conformity and harmony of external design with existing structures, and finished grade elevations. Approvals will be considered upon the submission of satisfactory plans, including a plot plan, building plan showing floor areas and elevation, specifications, landscaping plan and such other data or information as may be reasonably requested, all subject to the following minimum standards:
 - a. Any single-family dwelling erected, placed or altered shall have a minimum ground floor area, exclusive of open porches and garages, of 1,750 square feet in the case of a one story structure and 2,000 square feet in the case of a structure higher than one story. (Determination of sufficiency and adequacy of the term "ground floor area" with respect to single-family dwellings of tri-level, bi-level and one and one-half story designs shall rest exclusively with the Building Control Committee.)
 - b. No single-family dwelling, garage, out building or other structure of any kind shall be moved onto any lot and all materials incorporated into the construction thereof shall be new, except that used brick, weathered barn siding, or the like, or interior design features utilizing other than new materials, may be approved by the Building Control Committee. No trailer, mobile home, tent, basement, shack, garage, motor home, barn or other structure shall be placed or constructed on any lot at any time for use as either a temporary or permanent residence or for any other purpose, except as reasonable required in connection with the construction of a single-family dwelling on a lot.
 - c. No fence, wall, hedge or shrub planting which obstructs site lines and elevations between 2 and 6 feet above any street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right of way lines and a line connecting points 25 feet from the intersection of the street lines extended. The same site line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. Any privacy fences shall not be permitted in any front or side yards. All fencing must have written approval from the Building Committee.
 - d. Every single-family dwelling, garage, or other structure permitted to be constructed or remain on any lot shall be completed on the exterior within one (1) year from the start of construction, including at least one (1) coat of paint, stain or varnish on any exterior wood surfaces. All such structures must be completed and the site graded, sodded or seeded and reasonable landscaped within one (1) year from the date of the commencement of construction thereof. During the period of construction of any structure on any lot, the lot shall be kept and maintained in a sightly and orderly manner and no trash or other rubbish shall be permitted to accumulate unreasonable on any such lot.

ENTERED FOR RECORD

BOOK 132 AUG 10 1992 156-61
J. H. HALL
HENDRICKS COUNTY RECORDER

e. No person or entity, other than the developer, shall place, erect, or construct a sign, billboard, or advertising matter on any lot, except a temporary, non-illuminated sign, not more than three (3) feet by three (3) feet in dimension to be displayed during construction and sale of the home. No building shall be constructed for use of a sales building or model home.

f. No dwelling, garage, or other structure permitted to be constructed or to remain on any lot by these Subdivision Restrictions shall be located on any lot near the front line or the side street line nearer than the minimum building set back lines as shown on the recorded plat.

g. All driveways and walks shall be concrete or asphalt. There will be no above ground pools, satellite dishes, mini-barns, or clotheslines.

h. No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes on any lot in this Addition and no boat, trailer or camper of any kind (including, but not in limitation thereof, house trailers, camping trailers or boat trailers), shall be kept or parked upon said lot except within a garage or other approved structure.

i. Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective Lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.

j. Size, location, height and composition of every mailbox shall be approved by the Committee prior to installation and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General. The developer shall decide whether they shall make the installation of the mailbox; in the event of installation by the developer, then the lot owner shall reimburse the developer for such expense; in the event of failure by the owner to reimburse the developer for such expense, then the owner may maintain an action for the costs thereof, including attorney fees and the costs of such action.

k. Size, location, and height of every yard light shall be approved by the Committee prior to installation. The developer shall decide whether they shall make the installation of the yard light; in the event of installation by the developer, then the lot owner shall reimburse the developer for such expense; in the event of failure by the owner to reimburse the developer for such expense, then the owner may maintain an action for the costs thereof, including attorney fees and the costs of such action.

5. **BUILDING CONTROL COMMITTEE:** The Building Control Committee shall be composed of three (3) members to be elected within the sole discretion of Hunters Cove, Inc. as developer of this subdivision, or its designated nominee. Individual members of the Building Control Committee shall be subject to appointment and removal within the sole discretion of Hunters Cove, Inc. or its designated nominee.

In the event the owners of Hunters Cove form or incorporated a property owners' association then, Hunters Cove may, at its option and at any time, transfer the rights, duties and responsibilities of the Building Control Committee to the property owners' association.

In the event the owners of Hunters Cove do not form or incorporate a property owners' association then, Hunters Cove, Inc. may, upon written notice to all lot owners, and at any time, transfer the rights, duties and responsibilities of the Building Control Committee to any three (3) persons who own lots within the subdivision and upon such notice and transfer the Hunters Cove, Inc. shall be fully removed and relieved of any obligations, duties or responsibilities of the Building Control Committee. These assignee(s) shall be the Building Control Committee until such time as they may assign their rights; duties and obligations. Provided however, that any assignee, other than a property owners' association, must be a lot owner within this subdivision.

The Building Control Committee's approval or disapproval as required by these Subdivision Restrictions shall only be effective if in writing. In the event that a written approval is not received from the Building Control Committee within twenty-one (21) days from the date of receipt of any plans required to be submitted by these Subdivision Restrictions, the failure to issue such written approval shall be construed as the disapproval of any such plans submitted.

6. **FUEL RECEPTACLES AND TRASH ACCUMULATION:** Any tank for the storage of fuel placed or maintained on any lot outside of any structure or building permitted by these Subdivision Restrictions shall be located below the surface of the ground. No refuse pile or any other unsightly or objectionable materials or things shall be allowed or maintained on any lot. The burning of trash, rubbish or other debris (other than fallen leaves) shall not be permitted on any lot within this Subdivision.

7. **ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within this Subdivision except dogs, cats or other animals generally and customarily recognized as household pets, which may be kept if not for any commercial purposes.

8. **MAINTENANCE OF UNDEVELOPED OR UNOCCUPIED LOTS:** Owners of undeveloped or unoccupied lots within this Subdivision shall at all times keep and maintain such lots in an orderly manner causing weeds and other growths to be reasonable cut and prevent the accumulation of rubbish and debris thereon, all in accordance with standards with respect to lot maintenance established from time to time by the Building Control Committee. Hunters Cove, Inc. shall have the right to cut any and all weeds of owners of undeveloped and/or unoccupied lots and to make reasonable charges to owners for such work. Any failure to pay such charges shall allow Hunter Cove, Inc. to place lien upon the respective lot to secure payment, attorneys fees and cost of such filing and any action to foreclose the lien.

9. **NUISANCE:** No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence.

10. **UTILITY EASEMENTS AND DRAINAGE:** "Utility Easements" as shown on recorded plat shall be reserved for the use of public utilities for the installation of water, sewer, gas, tile and/or electric lines, poles, ducts, pipes, etc. on, over, under and to said easements for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. "Drainage Easements" as shown on recorded plat shall be reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swale. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. Any utility poles, guys, anchors or other utility accessories that may be placed within the utility and drainage easements may be placed within the utility or drainage easements but shall be offset from the thread of such easement so as not to create an obstruction in said easement or to create a collecting of trash or other articles which may pass along, over and through said easement.

11. **RIGHTS OF ENFORCEMENT:** In the event of the violation, or threatened violation of any of the Subdivision Restrictions herein enumerated, Hunters Cove, Inc. or its designated nominee, the person in ownership from time to time of the lots in this subdivision and all parties claiming under them, and the Town of Brownsburg shall have the right to enforce these Subdivision Restrictions and pursue any and all remedies, in law or equity, available under applicable Indiana Law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any building structure of facility not in compliance with these Subdivision Restrictions and shall be entitled to recover reasonable attorneys' fees and other legal costs and expenses incurred as a result thereof.

12. **RETENTION PONDS:** The retention ponds, which are shown on the plat, may not be maintained by Hendricks County or any other public agency to the satisfaction of all owners of the lots affected thereby. The lots touching either retention pond shall be governed by the following provisions: a) The owner of any such lot, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof whether from Hunters Cove, Inc. or from subsequent owners of said lot, shall conclusively be deemed to have accepted such deed or executed such contract subject to the following conditions: b) Retention ponds shown on the plat and referred to herein are defined as the areas within the tops of the side slopes bordering the ponds and are facilities set aside for retaining storm water and for recreational use and enjoyment of the owners of the fee title or other interest underlying said ponds. c) The owners shall take their titles subject to the rights of the Hendricks County Drainage Board and The Town of Brownsburg in any drainage easement on said lot and subject to a nonexclusive easement in favor of the other owners upon whose lots the pond is located. d) No change may be made and no structure shall be installed in any pond or its inlet or outlet facilities that will obstruct or interfere with its retention of storm water or with its maintenance or free use by the owners of the easements thereon. e) The ponds will be maintained perpetually in a safe, sanitary, and attractive condition by the owners as specified herein. f) Maintenance includes, without limitation, the cost and expense of all material, labor, equipment, and machinery required for cleaning out plant growth, seeding banks to prevent erosion, mowing, side slopes, and landscaping together with the costs to remove debris from inlet and outlet structures. g) In determining the fraction of the cost of maintenance each owner must contribute, each lot will be assumed to have an equal responsibility in the maintenance of the pond area, even if title to a lot is shared by two or more grantees as tenants by the entirety, joint tenants, tenants in common, or otherwise. h) Every grantee under one ownership shall be jointly and severally liable for the ownership's proportionate share of the maintenance costs and expenses. i) An owner may serve notice by certified or registered mail to the other owners on this pond that maintenance is required. j) Such notice shall specify and describe the maintenance needed, estimate the cost thereof, and name any contractors solicited (or propose a means for performing the work without a contractor). k) Unless the notified owners object in writing within thirty (30) days after receipt of said notice, the notifying owner may proceed with the cost-shared maintenance. l) If any notified owner objects in writing to the proposed maintenance, one or more owners may bring an action at law or equity for adjudication, and judgment shall include reasonable attorneys' fees and costs of such action. m) Should a pond become incapable of receiving a retaining storm water, or if it becomes unsafe or unsanitary for any reason, an owner may (without giving notice as provided above) proceed with any emergency repairs or maintenance necessary to render said pond safe and able to serve the purposes for which it was constructed. n) The costs of repairing any and all damages to any pond caused by equipment and/or vehicles used in the construction of a house or other improvements on a lot, caused by an owner's use of a pond, shall not be divided among the owners of the lots but shall be paid for solely by the owner whose house or other improvements are being constructed, or by the party responsible for such damages arising out of the exercise of rights reserved for the lot owners. o) After completing the work described in (i), (m), or (n) above, the owner who did the work, or who had it done, may serve notice by certified or registered mail to the other owners that satisfactory repairs have been made, and that the total cost thereof has been paid as verified by a copy of a paid receipt attached to said notice, together with any reasonable itemized bill for the total amount of any work performed by the notifying owner, including labor, material, and equipment. p) The notified owners shall, within thirty (30) days after receipt of said notice, reimburse the owner who did the work or had it done, in an amount equal to their proportion sum of said receipt and said itemized bill, if any, or in an amount equal to 100 percent where work was performed to remedy damages described in (n) above. q) If a notified owner fails to pay his share within thirty (30) days after receipt of such notice, then said costs, and the expenses of collection thereof, shall thereupon become a continuing lien on that owner's lot which shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. r) The personal obligation of the then owner to pay such expense, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. s) If the expense is not paid within said thirty (30) day period, then interest at the rate of eighteen (18) percent per annum may be added to the delinquent balance and the owner who had the maintenance done may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the lot; and in that event, judgment shall include interest on the total amount as above provided, reasonable attorneys' fees, and cost of the action. t) The lien of the expense provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot subject to such expense; provided, however, that such subordination shall apply only to the expenses that become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure.

u) Such sale or transfer shall not relieve such lot from liability for any expense thereafter becoming due, nor from the lien or any such subsequent expense. v) Each owner shall save the other owner, and the Hunters Cove Corporation, its employees, agents, contractors, engineers, successors, and assigns, harmless from any and all liability and claims for damages due to death or injury to persons or damages to property resulting from acts of the owner, his contractors, and agents. w) Hunters Cove Corporation, its successors and assigns, reserve the right to go upon the drainage easements and pond easements as herein dedicated, for the purpose of removing water from said ponds so long as the same does not substantially lower the level of the water in those ponds or cause substantial damage to those lot owners herein designated.

13. GENERAL: These Subdivision Restrictions may be amended or changed (except paragraphs 5 and 10 hereof which shall not be subject to amendment or change except by Hunters Cove, Inc. or its designated nominee) upon the express written approval of the fee simple owners of at least a majority of the lots in this subdivision, which amendments or changes shall become effective upon recordance of the same in the office of the Recorder of Hendricks County, Indiana. These Subdivision Restrictions shall run with the land and shall be binding on all parties claiming under them for a period of twenty (20) years from the date of recordation, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten (10) year period they are amended or changed in whole or in part as provided above. The invalidation of any portion of these Subdivision Restrictions by judgment of decree shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS THEREOF, Hunters Cove, Inc., doing business as Hunters Cove, Inc. being the owner of Hunters Cove, by all of its officers has caused these Covenants, Limitations and Restrictions to be executed this 5th day of August, 1992

HUNTERS COVE, INC.

BY: J Lee Whiten

BY: Matt Q Gregory

BY: Larry G Gregory

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Larry G. Gregory, Matt Q. Gregory and J. Lee Whiten being all of the officers of Hunters Cove, Inc., who acknowledged the execution of the foregoing Hunters Cove Subdivision Covenants, Limitations and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 6th day of August, 1992.

My Commission Expires: May 31, 1992

Shirley J. White
Notary Public
Shirley J. White

County Of Residence
Hendricks

