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PLAT COVENANTS AND RESTRICTIONS

RIVER RUN

RECEIVED  
FOR RECORD  
SEP 15 AM 11:33  
SHERIFF'S OFFICE  
RECORDER  
HAMILTON CO. IN

This Instrument Recorded  
SEP 15 1993  
Sharon K. O'Leary, Recorder, Hamilton County, IN

The undersigned, DAVIS DEVELOPMENT, L.P., an Indiana limited partnership (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for River Run, which is filed of record September 15, 1993, in the office of the Recorder of Hamilton County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "River Run". In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of River Run, dated August 12, 1993 and recorded on September 15, 1993 as Instrument No. 9344603, in the office of the Recorder of Hamilton County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the River Run Community Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. PUBLIC RIGHT OF WAY. The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.
2. STREET TREES. Pursuant to requirements of the City of Noblesville, the Developer will plant "street trees" within the rights-of-way of the streets within the River Run Real Estate after all of the homes in the Subdivision have been constructed. Such trees shall not be removed by any Owner without the prior written permission of the Association or the City of Noblesville Street Department.
3. COMMON AREAS. There are areas of ground on the Plat

marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each owner for the use and enjoyment of the Common Area, subject to the conditions and restrictions contained in the Declaration.

4. UTILITY, DRAINAGE AND SANITARY SEWER BASINMENTS. There are areas of ground on the plat marked "Utility Basements", "Drainage Basements" and "Sanitary Sewer Basements", which are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, wires, ducts, lines, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Basements are hereby created and reserved for (1) the use of developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (2) the use of the Association and the Department of Public Works of the City of Noblesville for access to and maintenance, repair and replacement of such drainage systems. The owner of any lot in the Subdivision subject to a Drainage Basement, including any builder, shall be required to keep the portion of said Drainage Basement on his lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Public Works and prior written approval of the developer. The Sanitary Sewer Basements are hereby created and reserved for the use of the Department of Public Works and during the Development Period, for the use of developer for access to and installation, repair, removal replacement or maintenance of a sanitary sewer system. The delineation of the Utility, Drainage and Sanitary Sewer Basements areas on the plat shall not be deemed a limitation on the rights of any party for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 4. Except as installed by or with the approval of developer or installed as provided above, no structure or improvement, including without limitation decks, patios, fences, walls or landscaping, shall be erected or maintained upon said basements.

5. LANDSCAPE BASINMENTS. There are areas of ground on the plat marked "Landscape Basements" which are hereby created and reserved: (1) for the use of the developer during the Development Period for access to and the installation, maintenance and replacement of signage, foliage, landscaping, screening materials and other improvements and (2) for the use of the Association and other for access to and the installation, maintenance and replacement of signage, foliage, landscaping, screening materials and other improvements.

improvements. Except as installed by Developer or installed and maintained by the Association or with the prior written consent of the Architectural Review Committee, no structure or improvements, shall be maintained in or upon said Landscape Easements.

6. PUBLIC TRAIL EASEMENT. There are areas of ground on the Plat marked "Public Trail Easement" which is hereby created for the use of the City of Noblesville for the construction and maintenance of the trail system along the White River Banks. Except as installed by or with the approval of Developer, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping, shall be erected or maintained upon said easement.

7. NON-ACCESS EASEMENT. There are areas of ground on the Plat marked "Non-Access Easement" which are hereby created in order to prohibit direct access from the affected lots to River Road.

8. ACCESS EASEMENT. There are areas of the ground on the Plat marked "Access Easement" which are hereby created for pedestrian to get access from Dalton Court to the Block "C" Common Area.

9. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. Building lines and building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The setback lines may vary in depth in excess of the minimum as designated on the Plat. The minimum front yard setback shall be twenty-five (25) feet. The minimum rear yard setback shall be (20) twenty feet. The minimum side yard setback shall be five (5) feet with an minimum aggregate side yard of twelve (12) feet.

10. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No residence constructed on a Lot shall have less than nine hundred (900) square feet of total floor area, exclusive of garages, carports and open porches. Each residence Unit shall include an attached two-car (or larger) enclosed garage. The maximum height of any residential dwelling constructed on a Lot shall be thirty-five (35) feet and the maximum height of any attached accessory building shall be twenty-five (25) feet.

11. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any lot, and no business may be conducted on any part thereof. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed two stories in height and permanently attached residential accessory buildings. Any garage, tool shed, storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

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12. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses or detached or unenclosed storage sheds, tool sheds or accessory buildings of any kind shall be erected or situated on any Lot in the Subdivision, except that used by the Developer or by a builder during the construction of a residential building on the property, which temporary construction structures shall be removed upon completion of construction of the Subdivision or building, as the case may be.

13. TEMPORARY RESIDENCE. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement, garage or outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

14. NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

15. VEHICLE PARKING. No camper, motor home, truck, trailer, boat, snowmobile or other recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.

16. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale, and except that Developer and its affiliates and designees, including the builders, may use larger signs during the sale and development of the Subdivision.

17. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.

18. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal will be on an individual basis, lot by lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

19. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.

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20. WATER SUPPLY AND SEWER SYSTEMS. No private or semi-private water supply or sewage disposal system may be located upon any lot. No septic tank, absorption field or similar method of sewage disposal shall be located or constructed on any lot.

21. DITCHES AND SWALES. All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective lots.

22. DRIVEWAYS. Each driveway in the subdivision shall be of concrete or asphalt material.

23. ANTENNA AND SATELLITE DISHES. No outside antennas or satellite dishes shall be permitted in the subdivision.

24. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the subdivision, except that a builder may utilize a canvas or similar type material awning on its model home sales center in the subdivision.

25. FENCING. No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. Any fencing permitted to be used in the subdivision must be wooden or black vinyl coated chain link and shall not be higher than six (6) feet. Uncoated chain link fencing is prohibited. No fencing shall extend forward of the front back corner of the residence. All fencing style, color, location and height shall be generally consistent with the subdivision and shall be subject to prior written approval of the Architectural Review Committee.

26. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the subdivision.

27. SPORT COURTS. No hard surfaced sport courts of any kind shall be permitted in the rear yard area except as approved by the Architectural Review Committee.

28. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring lots, common areas and the streets.

29. OUTSIDE LIGHTING. Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light

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33. **AMENDMENT.** These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven percent (67%) of the lots in all subdivisions which are now or hereafter made subject to and annexed to the declaration; provided, however, that until all of the lots in such subdivisions have been sold by developer, any such amendment shall require the

32. **NOBLESVILLE PLANNING COMMISSION.** The Noblesville Planning Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Planning Commission; provided that nothing herein shall be construed to prevent the Commission from enforcing any provisions of the subdivision control ordinance, as amended, or any conditions attached to approval of the plat by the Plat Committee.

31. **VIOLATION.** Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Any liable relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorney's reasonable fees incurred by and party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.

30. **SITE OBSTRUCTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said 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 to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

30. **GLARE, DISTRACTION OR OBSCURE TO OTHER PROPERTY OWNERS.** In the vicinity of or adjacent to the project, in accordance with requirements of the Noblesville Planning Department, all lot owners shall be required to have installed at least one "dusk to dawn" yard light or coach light in the front yard area. Such lights are to be installed by the Builder prior to final inspection by the City of Noblesville Planning Department.

prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed by the Owner or Owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Hamilton County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without its written consent thereto. No amendment which is contrary to a zoning commitment shall be effective without the written approval of the affected adjacent homeowners associations designated by the City of Noblesville Department of Development.

34. **TERM.** The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until December 31, 2013, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then Owners of the Lots in the Subdivision; provided, however, that no termination of said these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.


35. **SEVERABILITY.** Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this \_\_\_\_ day of \_\_\_\_\_, 1993.

By: Davis Development, L.P.

By: Davis Development, Inc.

By:


  
C. Richard Davis  
President

STATE OF INDIANA )  
 ) SR:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, the President of Davis Development, Inc., an Indiana corporation, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 12th day of August, 1993.

Li-Ching Wang  
Notary Public  
Li-Ching Wang  
Printed



My commission expires:

4-21 -96

I am a resident of  
Marion County, Indiana.

This instrument was prepared by C. Richard Davis, President of Davis Development, Inc., 8250 Haverstick Road, Suite 290, Indianapolis, Indiana 46240.

9344604



Exhibit A

RIVER RUN  
LAND DESCRIPTION

PARCEL #1

A part of the North Half of Section 1, Township 18 North, Range 4 East located in Noblesville Township, Hamilton County, Indiana, being more specifically described as follows:

Commencing at a found stone marking the Northeast corner of the Northwest Quarter of Section 1, Township 18 North, Range 4 East; thence South 89°09'18" West (assumed bearing) 1318.87 feet to a P.K. nail found marking the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 36, Township 19 North, Range 4 East; thence South 00°00'00" East 396.00 feet (24 rods) on and along the centerline of River Avenue to a railroad spike set marking the POINT OF BEGINNING of this description, said Point of Beginning being North 00°00'00" from a found stone marking the point of intersection of the South line of said Northwest Quarter and the centerline of River Avenue; thence North 89°09'18" East 1320.00 feet parallel with the North line of said Northwest Quarter to an iron rod set; thence South 00°00'00" West 211.40 feet parallel with the centerline of River Avenue to the Westerly edge of water of White River (the following three (3) courses are on and along a line traversing the approximate Westerly edge of water of White River, January 29, 1990); 1. thence South 49°51'15" West 156.23 feet; 2. thence South 43°35'01" West 242.74 feet; 3. thence South 29°24'52" West 122.96 feet to the point of intersection of said Westerly edge of water of White River and the North right-of-way line of the abandoned Central Indiana Railroad (said North right-of-way line being 40' North of the centerline of said railroad); thence South 88°48'48" West 972.90 feet on and along said North railroad line to a railroad spike set on the centerline of River Avenue; thence North 00°00'00" West 595.75 feet to the Point of Beginning. Containing 16.22 acres more or less, and being subject to all applicable easements and rights-of-way of record.

PARCEL #2

A part of the North Half of Section 1, Township 18 North, Range 4 East located in Noblesville Township, Hamilton County, Indiana, being more specifically described as follows:

Commencing at a found stone marking the Northeast corner of the Northwest Quarter of Section 1, Township 18 North, Range 4 East; thence South 89°09'18" West (assumed bearing) 1318.87 feet to a P.K. nail found marking the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 36, Township 19 North, Range 4 East; thence South 00°00'00" East 396.00 feet (24 rods) on and along the centerline of River Avenue; thence North 89°09'18" East 1320.00 feet parallel with the North line of said Northeast Quarter to an iron rod set marking the POINT OF BEGINNING of this description; thence North 89°56'32" East 277.82 feet to the Westerly edge of water of White River (the following three (3) courses are on and along a line traversing the approximate Westerly edge of White River, January 29, 1990); 1. thence South 48°31'20" West 91.25 feet; 2. thence South 57°17'12" West 150.20 feet; 3. thence South 49°51'15" West 108.68 feet to a point, said point being South 00°00'00" West from the Point of Beginning of this description; thence North 00°00'00" East 211.40 feet to the Point of Beginning. Containing 0.68 of an acre, more or less, and being subject to all applicable easements and rights-of-way of record

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SEP 15 1993

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Mary A. Clark  
RECORDER HAMILTON CO. IN

AMENDMENT TO

95 SEP 11 PM 3:30 PLAT COVENANTS AND RESTRICTIONS

RIVER RUN

This Amendment ("Amendment") declared by the undersigned Developer as of the date last set forth below, amends those certain Plat Covenants and Restrictions recorded in the office of the Recorder of Hamilton County Indiana on September 15, 1993, as Instrument No. 93-44604, as amended, if any, to date (the "Plat") as follows:

1. Defined Terms. Terms used herein, not otherwise defined herein, shall have the meanings ascribed to them in the Plat.

2. Antenna and Satellite Dishes. Notwithstanding anything contained in the Plat, the Declaration or elsewhere to the contrary, outdoor satellite dishes shall be permitted in the Subdivision; provided, however, that: (a) the diameter of the satellite dish shall be no more than twenty-four inches (24"), (b) only one (1) satellite dish shall be permitted on each Lot, (c) the Architectural Review Committee shall have first determined that the satellite dish is appropriately placed and properly screened in order to preserve property values and maintain a harmonious and compatible relationship among the houses in the Subdivision, and (d) the Architectural Review Committee shall have first expressly approved the same in writing.

3. Effect. In the event of any conflict between the terms of this Amendment and the terms of the Plat or the Declaration, this Amendment shall govern and control over the terms of the Plat and the Declaration. Except as otherwise expressly modified hereby, the terms and conditions of the Plat and the Declaration shall continue in full force and effect without modification.

INSTR. # 9551401

4. Authority. The terms of this Amendment were duly approved in writing by the affirmative vote of a sufficient number of owners of Lots in the Subdivision to amend the Plat and the Declaration pursuant to and in compliance with the terms of the Plat and the Declaration.

IN WITNESS WHEREOF, the undersigned Developer has executed this Amendment as of September 7, 1995.

DAVIS HOMES, LLC, an Indiana limited liability company, by its sole manager

DAVIS HOLDING CORPORATION,  
an Indiana corporation

By: Christopher R. White  
Christopher R. White, Vice President

# 9551401

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STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Christopher R. White, Vice President of Davis Holding Corporation, the Manager of Davis Homes, LLC, who acknowledged execution of the foregoing instrument and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 14 day of September, 1995.

*[Signature]*  
Notary Public

*[Signature]*  
Printed Name Deborah L. Deaso-Coff



My Commission Expires: 12/12/96

My County of Residence: Marion

This instrument was prepared by and return recorded instrument to Ronald F. Shady, Jr., Attorney at Law, Lowe Gray Steele & Hoffman, Bank One Tower, 111 Monument Circle, Suite 4600, Indianapolis, Indiana 46204-5146, (317) 236-8020.

wpr6\Davis\RiverRun