THIS SUBDIVISION SHALL BE KNOWN AS "BIG RUN - SECTION TWO"

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 PLAN 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 STRUCTURE OF ANY KIND, AND NO PART THEREOF, EXCEPT FENCES AND SIDEWALKS, 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 THE SECTION SHALL TAKE THEIR TITLES SUBJECT TO THE EASEMENTS HEREBY CREATED, AND AT ALL TIMES HEREBY CREATED AND NO PERMANENT STRUCTURE OF ANY KIND SHALL BE BUILT, ERECTED, OR MAINTAINED ON ANY SUCH "DRAINAGE EASEMENT".

THERE ARE STRIPS OF GROUND MARKED "PRIVATE EASEMENT" OR "EASEMENT" WHICH ARE HEREBY RESERVED FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS COMPLEMENTS TO THE DEVELOPER AND OWNERS IN THIS SUBDIVISION.

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. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES AND NO BUILDING SHALL BE ERECTED, ALTERED, OR PLACED ON ANY LOT, EXCEPT ONE (1) DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO (2) STORIES IN HEIGHT AND AN ATTACHED PRIVATE GARAGE WITH OPEN SIDES SHALL NOT BE PERMITTED. ALL DRIVEWAYS AND VEHICLE PARKING AREAS SHALL BE HARD SURFACES WITH EITHER CONCRETE, ASPHALT OR BRICK. NO GRAVEL OR DRIVEWAYS SHALL BE PERMITTED.

2. ALL DWELLINGS CONSTRUCTED UPON ANY LOT IN THIS DEVELOPMENT SHALL COMPLY TO THE FOLLOWING MINIMUM LIVING AREA REQUIREMENTS. TO-WHIT: A) THE GROUND FLOOR LIVING AREA OF ALL SINGLE STORY DWELLINGS SHALL CONTAIN NOT LESS THAN 1,500 SQUARE FEET EXCLUSIVE OF ONE (1) STORY OPEN ENTRANCES AND GARAGES AND OTHER AREAS NOT CONSIDERED LIVING AREAS. NO TWO (2) STORY DWELLINGS SHALL CONTAIN LESS THAN 1,100 SQUARE FEET OF LIVING AREA; AND ALL TWO (2) STORY DWELLINGS SHALL CONTAIN AT LEAST 2,000 SQUARE FEET OF LIVING AREA IN THE TWO (2) STORIES. ALL RESIDENCES NOT SINGLE STORY, SHALL CONTAIN NOT LESS THAN 1,750 SQUARE FEET OF LIVING AREA.

NOTWITHSTANDING COMPLIANCE WITH THE FOREGOING MINIMUM LIVING AREA REQUIREMENTS, THE DEPARTMENT OF METROPOLITAN DEVELOPMENT OF THE CITY OF INDIANAPOLIS, COUNTY OF MARION, IN INDIANA, SHALL NOT ISSUE ANY IMPROVEMENT LOCATION PERMIT FOR ANY DWELLING UPON ANY LOT IN THIS DEVELOPMENT, 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-WHIT:

THE SITE AND BUILDING PLAN FOR LOT ... IN BIG RUN HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY ... AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAN OF BIG RUN, SECTION ONE.
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. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES AND NO BUILDING SHALL BE ERECTED, ALTERED, OR PLANTED ON ANY LOT.

2. ALL DWELLINGS CONSTRUCTED UPON ANY LOT IN THIS DEVELOPMENT SHALL CONFORM TO THE FOLLOWING MINIMUM LIVING AREA REQUIREMENTS:

   - At least 1,500 square feet of living area for one story or story and a half dwellings.
   - At least 1,100 square feet of living area for two story dwellings.
   - No garage or storage building may be constructed separate and apart from the main dwelling.

3. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER THAN THE MINIMUM BUILDING SET-BACK AS SHOWN ON THE RECORDED PLAT. NO BUILDING SHALL BE LOCATED NEARER THAN 7 FEET TO A SIDE YARD LINE, AND THE TOTAL SIDE YARD SET-BACK (BOTH SIDES) MUST BE AT LEAST 19 FEET. No building shall be erected closer than 25 feet to the rear lot line, unless otherwise approved by the Architectural Control Committee, as to use, location and harmonious design.

4. NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATION AND A PLAN SHOWING THE LOCATION OF THE STRUCTURE WITH ALL BUILDING ELEVATIONS SPECIFIED THEREON, HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO QUALITY OF WORKSMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES, AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATIONS AND EXISTING TREES AND FOLIAGE. NO FENCE OR WALL OR MAIL BOX AND POST SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT OR WITHIN THE DEVELOPMENT, UNLESS PREVIOUSLY APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE IN WRITING. OWNERS ARE ADVISED THAT FENCES IN EXCESS OF THREE AND ONE-HALF (3½) FEET IN HEIGHT WILL NOT BE APPROVED, EXCEPT FOR THE REAR YARD LINE OF THOSE LOTS WHERE REAR YARD LINE ABUTS THE EAST PROPERTY LINE OF THE SUBDIVISION OR WHERE SUCH PROPOSED FENCE IS INTENDED TO SCREEN A PATIO OR INGROUND SWIMMING POOL. ALL SUCH FENCES MUST HAVE WRITTEN APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO ANY CONSTRUCTION OR PERMIT. APPROVALS SHALL BE AS PROVIDED IN PARAGRAPHS 2, 4, 5, & 6 OF THESE COVENANTS. IT SHALL BE THE LOT OWNER'S RESPONSIBILITY TO COMPLY PRECISELY WITH ALL BUILDING AND SITE FINISH ELEVATIONS AS FINALLY REQUISITED AND APPROVED BY THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS AND AS EVIDENCE UPON THE FINAL CONSTRUCTION PLANS FOR THE DEVELOPMENT OF BIG RUN.

NOTWITHSTANDING COMPLIANCE WITH ALL MINIMUM DEVELOPMENT STANDARDS AS REQUIRED BY APPLICABLE ORDINANCES AND THE COVENANTS AND RESTRICTIONS OF THIS PLAT, NO CONSTRUCTION SHALL COMMENCE UPON ANY LOT IN THIS DEVELOPMENT UNLESS THE ARCHITECTURAL CONTROL COMMITTEE OR ITS DESIGNEE SHALL HAVE FIRST APPROVED IN WRITING THE BUILDING CONTRACTOR SELECTED BY THE LOT OWNER FOR THE CONSTRUCTION.
ACCEPTANCE OF THE CONVEYANCE OF TITLE BY WARRANT DEED REFERRING TO THESE COVENANTS SHALL BE DEEMED ACCEPTANCE BY THE GRANTEE, AND ALL SUBSEQUENT GRANTEES, OF THE ABSOLUTE DISCRETION IN THE UNDER-SIGNED AND/OR THE ARCHITECTURAL CONTROL COMMITTEE TO APPROVE OR DISAPPROVE ALL BUILDING CONTRACTORS SELECTED BY THE GRANTEES FOR CONSTRUCTION UPON ANY LOT IN BIG RUN, SECTION TWO.

5. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE COMPOSED OF THREE (3) MEMBERS, APPOINTED BY THE UNDER-SIGNED. A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE REMAINING MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR. NEITHER THE MEMBERS OR THE COMMITTEE NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THE COVENANT. THE COMMITTEE SHALL SERVE AT THE DISCRETION OF THE UNDER-SIGNED.

6. THE ARCHITECTURAL CONTROL COMMITTEE APPROVAL OR DIS-APPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE IN WRITING. IN THE EVENT THE COMMITTEE, OR ITS DESIGNATED REPRESENTATIVES, FAILS TO APPROVE OR DISAPPROVE WITHIN FOURTEEN (14) DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN PROMPT PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

7. WITH APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AND WHEREIN THE OPINION OF SAID COMMITTEE, THE LOCATION WILL NOT DETRACT MATERIALLY FROM THE APPEARANCE AND VALUE OF OTHER PROPERTIES, A DWELLING MAY BE LOCATED NEARER TO A STREET THAN ABOVE PROVIDED, BUT NOT NEARER THAN 25 FEET TO ANY STREET LINE.

8. NO NOISES OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT OR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORING.

9. NO STRUCTURE OF A TEMPORARY CHARACTER, TENT, SHACK, GARAGE, BARN OR OTHER OUT-BUILDING SHALL BE PERMITTED TO REMAIN ON ANY LOT OR USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. THE EXTERIOR SURFACE OF ALL BUILDINGS SHALL HAVE THE WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE. ALL DWELLINGS SHALL CONTAIN A GARBAGE DISPOSAL UNIT. OUTSIDE TRASH BURNERS WILL NOT BE PERMITTED.

10. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION PERIOD, AS APPROVED BY THE DEVELOPER. SIGNS ADVERTISING PROPERTY FOR SALE OR RENT ARE SPECIFICALLY PROHIBITED. VIOLATION OF THIS SIGN RESTRICTION WILL RESULT IN TWENTY DOLLARS ($20.00) PER CALENDAR DAY DAMAGES PAYABLE TO THE DEVELOPER. THE DEVELOPER SHALL PROVIDE ALL SIGNS DESIGNED APPROPRIATELY BY THE ARCHITECTURAL CONTROL COMMITTEE. COVENANT PROPERTIES FOR SALE, WHICH SIGNS SHALL BE UNIFORM IN DESIGN AND PLACED AT THE COMMITTEE'S DIRECTION.

11. NO OIL OR WATER DRILLINGS, OIL DEVELOPMENT OPERATIONS, OIL RE-PRODUCING, QUARRIES OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED ON OR IN ANY LOT, NOR SHALL OIL WELLS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BOREING FOR OIL, WATER OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED ON ANY LOT. ALL PROPANE TANKS MUST BE CONCEALED.

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, BREED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

13. NO LOT SHALL BE USED AS OR MAINTAINED AS A DUMPING GROUND FOR SULLAGE, TRASH, OR GARBAGE. ANTENNAS, MASTS, TOWERS, OR SATELLITE DISHES OF ANY KIND WILL NOT BE PERMITTED ON ANY LOT OR OUTSIDE ANY DWELLING, UNLESS FIRST APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO TRASH OR BUILDING MATERIAL MAY BE BURNED OR BURIED ON ANY LOT WITHIN THE DEVELOPMENT AND ALL LOTS SHALL BE KEPT CLEAN AT ALL TIMES DURING CONSTRUCTION. COMPACTORS SHALL BE USED AND LOCATED ON EACH LOT DURING ANY CONSTRUCTION WITH ALL TRASH AND EXCESS MATERIAL STORED THEREIN AND REMOVED PROMPTLY WHEN FULL.

14. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS THE SIGHT LINES AT ELEVATIONS BETWEEN TWO (2) AND SIX (6) FEET
EXTERIOR SURFACE OF ALL BUILDINGS SHALL HAVE THE WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE. ALL DWELLINGS SHALL CONTAIN A GARAGE DISPOSAL UNIT. OUTSIDE TRASH BURNERS WILL NOT BE PERMITTED.

10. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION PERIOD, AS APPROVED BY THE DEVELOPER. SIGNs ADVERTISING PROPERTY FOR SALE OR RENT ARE SPECIFICALLY PROHIBITED. VIOLATION OF THIS SIGN RESTRICTION WILL RESULT IN FIFTY DOLLARS ($50.00) PER DAY LIQUIDATED DAMAGES PAYABLE TO THE DEEDOR. THE DEVELOPER SHALL PROVIDE ALL SIGNS DESIGNED APPROPRIATELY BY THE ARCHITECTURAL CONTROL COMMITTEE ADVERTISING PROPERTIES FOR SALE, WHICH SIGNS SHALL BE UNIFORM IN DESIGN AND PLACED AS THE COMMITTEE SHALL DETERMINE PROPER.

11. NO OIL OR WATER DRILLINGS, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRIES OR MINING OPERATIONS 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 LERRECK OR OTHER STRUCTURE DESIGNED FOR USE IN BURING FOR OIL, WATER OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED ON ANY LOT. ALL PROPANE TANKS MUST BE CONCEALED.

12. 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.

13. NO LOT SHALL BE USED AS OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, OR GARBAGE. ANTENNAS, MASTS, TOWERS, OR SATELLITE DISHES OF ANY KIND WILL NOT BE PERMITTED ON ANY LOT OR OUTSIDE ANY DWELLINGS, UNLESS FIRST APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO TRASH OR BUILDING MATERIAL MAY BE BURNED OR BURIED ON ANY LOT WITHIN THE DEVELOPMENT AND ALL LOTS SHALL BE KEPT CLEAN AT ALL TIMES DURING CONSTRUCTION. DUMPSSTERS SHALL BE USED AND LOCATED ON EACH LOT DURING ANY CONSTRUCTION WITH ALL TRASH AND EXCESS MATERIAL STORED THEREIN AND REMOVED PROMPTLY WHEN FULL.

14. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS THE SIGHT LINES AT ELEVATIONS BETWEEN TWO (2) AND SIX (6) FEET ABOVE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND CONNECTING THEM AT POINTS TWENTY-FIVE (25) FEET FROM THE INTERSECTION OF THE STREET PROPERTY LINES, OR IN THE CASE OF A BOUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED. THE SAME EIGHT LINES LIMITATIONS SHALL APPLY ON ANY LOT WITHIN TEN (10) FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY PAVEMENT. NO DRIVEWAY SHALL BE LOCATED WITHIN FORTY (40) FEET OF THE INTERSECTION OF TWO (2) STREET LINES.

15. SIDEWALKS SHALL BE CONSTRUCTED AS REQUIRED BY THE SIDEWALK PLAN APPROVED BY THE PLAN COMMITTEE FOR THE DEPARTMENT OF METROPOLITAN DEVELOPMENT. CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE LOT OWNER UPON WHOM THE SIDEWALK IS TO BE CONSTRUCTED. ALL SIDEWALKS TO BE CONSTRUCTED BY LOT OWNERS SHALL BE COMPLETED AT SUCH TIME AS THE DRIVEWAY ON THE LOT IS CONSTRUCTED.

16. EACH LOT SHALL BE KEPT IN A NEAT AND PLEASING MANNER, WITH THE GRASS MOWED WHEN NECESSARY TO MAINTAIN A HEIGHT OF SIX (6) INCHES OR LESS AT ALL TIMES. CANOEARS, RECREATIONAL VEHICLES OR BOATS OF ANY KIND MAY NOT BE STORED OR PARKED ON ANY LOT OUTSIDE THE MAIN DWELLING OR GARAGE. ALL BASKETBALL BACKBOARDS AND OTHER FIXED GAMES AND PLAY STRUCTURES SHALL BE LOCATED BEHIND THE FRONT FOUNDATION LINE OF THE MAIN STRUCTURE AND WITHIN LOT SETBACK LINES, AND MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO LOCATION ON THE PREMISES.
17. All outdoor air conditioning units shall be screened from view. No mail box shall be erected or maintained on either or within the development without prior approval of the Architectural Control Committee. The mail boxes throughout the development are to be black in color, large and with 8" street address letters and mounted on 6" x 6" wood posts. One coach light shall be installed on all lots adjacent to driveways and located 20 feet from the street edge of pavement.

18. An individual water supply system is required for each dwelling unit constructed in this subdivision and shall be located in accordance with requirements, standards and recommendations of the Indiana State Board of Health and Marion County Health Department.

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

20. Any motor vehicle which is imperative and not being used for normal transportation shall not be permitted to remain on any lot. Above the ground swimming pools shall not be permitted or constructed on any lot.

21. The finished yard elevations at the house site on lots in this subdivision shall be not lower than the elevations shown on the general development plan, and/or record plat.

22. Drainage pipes (ditches) or drainage detention areas along dedicated roadways and within the right-of-way, or in dedicated easements, are not to be graded, dug out, filled in, tiled, or otherwise changed without the written permission of the Indianapolis Department of Public Works and the Architectural Control Committee. Property owners must maintain these drains as bodged or low grade, or other non-pervious surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage ditches or gutters will not be damaged by such water. Driveways may be constructed over these ditches only when appropriate size of culverts or other approved structures have been planned by the Indianapolis Department of Public Works. Any property owner altering, changing, or damaging these drainage ditches or gutters shall be held responsible for such action and shall be given 10 days notice by certified mail to repair such damage. After which time, if no action is taken, the Indianapolis Department of Public Works will 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.

23. All construction commenced on any lot within the development shall be completed within one hundred twenty (120) days, unless circumstances beyond the reasonable control of the builder and/or owner prevent such. The undersigned and all property owners within the Big Run, Section One, subdivision shall have standing without special or subordinate grades or permits for the removal of all material and partially completed structures in violation of this covenant.

24. 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.

25. These restrictions are hereby declared to be covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of these covenants are recorded. After which time said covenants shall be automatically extended for successive periods of ten (10) years, unless at any time after fifteen (15) years following the date of recording, an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

26. 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 involve any available remedy with respect to a violation or violations thereof shall be 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, recurrency or continuation of any violation or violations of the restrictions. In the event that declarant shall deem it necessary to enforce any restrictions.
24. 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.

25. These restrictions are hereby declared to be covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless at any time after fifteen (15) years following the date of recordation, an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

26. The owner of any lot, developer, their successors or assignees, 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 enforce, 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 be 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.

27. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, conditions, restrictions or other limitations contained in this plat other than those covenants, conditions, restrictions, or limitations that expressly run in favor of the Metropolitan Development Commission. Provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 59-60-3, as amended, or any conditions attached to approval of this plat by the plat committee.

28. Whenever the terms “declarant”, “developer”, or “declarant” are used in this document, they shall be defined as Larry J. Walker and John J. Meyer, Jr., their successors, or assigns.
March 13, 1990

COUNTY OF MARION
STATE OF INDIANA

BEFORE ME, the undersigned, a Notary Public in and for said county and state, personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed, affixed their signature thereto.

My Commission Expires: November 28, 1993

Jack E. Fitch
Notary Public

Printed: 900026398

KOE ENGINEERING INC.
8775 SHELBYVILLE RD