First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

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COVENANTS FOR
FOX RUN
BOONE COUNTY
COVENANTS & RESTRICTIONS

FOX RUN, FIRST SECTION

The undersigned, Donald L. Applegate and Elizabeth J. Applegate, husband and wife, Gerald S. Montgomery and Wanda K. Montgomery, husband and wife, and William H. Smith and Shirley A. Smith, husband and wife, as tenants in common, of the attached described real estate, hereby lay off, plat and subdivide said real estate described in the attached, in accordance with the plat and certificate.

All lots in this subdivision by present and future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land.

This subdivision shall be known and designated as "Fox Run, First Section".

The streets as designated or the plat and not herebefore dedicated, are hereby dedicated to the Boone County Commissioners for public use.

GENERAL CONDITIONS AND RESTRICTIONS

1. No lot in Fox Run as recorded shall be further subdivided to create additional building sites.

2. No lot shall be used except for single family residential purposes.

3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 2200 square feet for a one story dwelling, nor less than 1770 square feet for a dwelling of more than one story, exclusive of open porches and garages; two story dwellings shall contain at least a total of 2200 square feet on both floors.

4. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the plat. No building shall be located nearer than 20 feet to a side yard line, nor nearer than 25 feet from the rear yard line, except that no building shall be located within any easement as shown on the plat.

5. No nuisances or offensive activity shall be permitted upon any lot or anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No oil drilling, 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 derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

7. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as residence—either temporarily or permanently.

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RECORD OF DEEDS

1988 No. 168, p. 289
9. 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. Any household pets must be fenced, leashed or otherwise contained and restrained so as not to be a nuisance to the neighborhood.

10. No individual sewage disposal system shall be permitted on any lot without prior written approval of the Boone County Health Department and will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No well or private water supply system shall be located nearer to a lot line than 25 feet. Separation of wells and septic systems shall meet state Board of Health standards and shall be approved by the Boone County Health Department prior to installation.

11. No fence, wall, hedge or shrub planting which obstructs the sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting these at points 25 feet from the intersection of the street property lines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway, pavement. No driveway shall be located within 40 feet of the intersection of two street lines.

12. Each lot in the subdivision shall be required to install a dusk to dawn lighting fixture in the front yard of home. Each such lighting fixture shall have a bulb of maximum wattage approved by the developer to insure uniform illumination on each lot and shall be equipped with a photoelectric cell or similar device to assure automatic illumination from dusk to dawn each day.

13. No camper, recreation vehicle, boat, construction equipment or materials shall be stored outside the main dwelling or garage on any lot in the subdivision.

14. The storage and repair of inoperative motor vehicles, boats, campers, etc. nor the material alteration of such vehicles, shall be permitted on any lot within this subdivision unless located entirely within a garage constructed within the requirements of these covenants.

15. Driveways on each lot within the subdivision shall be paved with a concrete or asphalt surface.

16. The use of open-loop ground water heating and cooling systems employing the pumping and discharge of ground water shall not be installed on any lot within the subdivision.

DRAINAGE CONDITIONS AND RESTRICTIONS

17. There are strips of ground marked "Drainage Strips" shown on the plat which are hereby reserved for public, sewer, drain, and surface drainage purposes. 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 the proper authorities to service the drainage facilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, except fences, shall be built, erected or maintained on said "Drainage Strips".
24. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall or mail box and post shall be erected, placed, or altered on any lot unless approved by the Architectural Control Committee.

25. No building shall be erected, altered or placed on any lot, other than one detached single family dwelling. Unless otherwise approved by the Architectural Control Committee as to use, location and harmonious design, no attached or detached garage, storage building, basketball backboard, other fixed game, play structure or any recreational facility shall be erected on any lot. In no case shall open or open-sided carports be permitted.

26. Swimming pools and privacy fences shall be approved by the Architectural Control Committee as to design appearance and location. In no case shall a pool be located nearer the street than the rear line of the main dwelling. Pools located entirely above ground shall not be permitted.

27. No satellite receiving stations or dishlink shall be permitted on any lot. Antennas, towers or masts shall not be permitted outside the main dwelling unless first approved by the Architectural Control Committee.

28. Storage tanks located either above or below ground nor outside trash burners shall not be permitted on any lot.

HOMENIERS ASSOCIATION

29. At such time as 90 percent of the lots are sold, the developer shall form or cause to be formed a Fox Run Homeowners Association consisting of 100 percent of the then recorded owners of the lots. In the event that the developer fails to comply with this covenant, the then owners of the lots shall form this association and shall take title to the land with this responsibility. The purpose of this association shall be to annually elect a board consisting of three lot owners within Fox Run. Each lot within Fox Run shall have one vote in this election. The responsibility of the board shall be:

A. To perform the functions of the Architectural Control Committee, which shall be dissolved;

B. Assess annual fees to each lot for, and cause the Boulevard Entrance to the subdivision to be maintained in an attractive appearance.

C. See to the general well being of the subdivision.

D. Conduct the annual election of the board and assess annual fees to each lot to cover expenses incurred.
ENFORCEMENT

30. All costs and fees of litigation resulting from violation of these covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

31. 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 these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years, unless at any time after 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.

32. Enforcement shall be by proceeding at law or in equity against the person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenants shall not be considered as a waiver of the right to enforce any covenant herein, thereafter.
Acknowledgement and Pledge

This Acknowledgement and Pledge (hereinafter referred to as the "Acknowledgement"), is made this 24th day of March, 2002, by Bret and Kim Dodd, husband and wife, of Zionsville, Indiana (hereinafter referred to collectively as the "Declarant");

WITNESSETH:

WHEREAS, Declarant is the Owner of certain real estate in Boone County, State of Indiana, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Real Estate"); and

WHEREAS, the Real Estate is part of a the Fox Run Development; and

WHEREAS, the Fox Run Homeowner's Association, Inc. ("Fox Run"), has required Declarant to execute this Acknowledgement in connection with Declarant's proposed residential development for the Real Estate (the "Residence"); and

WHEREAS, Declarant desires to affirm the Fox Run Homeowners Association Covenants (the "Covenants") they have already executed in an effort to placate Fox Run.

NOW, THEREFORE, Declarant hereby declares that the Declarant shall use the Residence as a single-family dwelling, along with all approved accessory and ancillary uses, so long as that is the only permitted dwelling allowed pursuant to the Covenants.

ARTICLE I

RESTRICTIONS, COVENANTS AND REGULATIONS

Use of Property. Declarant agrees that it shall operate, use and/or lease the Residence as a Single-Family Dwelling (as such term is defined in the Boone County Zoning Ordinance, as amended), along with all approved accessory uses, so long as such
use as a Single-Family Dwelling is the only permitted dwelling allowed pursuant to the Covenants.

Amendment of Covenants. In the event that the Covenants are amended to allow two-family or multi-family dwellings, this Acknowledgement shall immediately terminate, and Declarant shall be entitled to file a revocation with the Boone County Recorder’s Office, without penalty or consequence to them.

Limitation and Effect. Nothing contained in this Acknowledgement shall place restrictions upon the Declarant not suffered by other members of the Subdivision, and nothing contained herein shall prohibit Declarants from engaging in otherwise approved activities within the Residence, including but not limited to, approved home occupations under the Boone County Zoning Ordinance, as amended from time to time.

IN WITNESS WHEREOF, Bret and Kim Dodd, husband and wife, have executed this Acknowledgement on the day and year first hereinabove set forth.

Bret Dodd

Kim Dodd
STATE OF INDIANA

COUNTY OF BLOMOKO

Before me, a Notary Public in and for said County and State, personally appeared Brett Dodd, 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 22nd day of March, 2002.

Commission Expiration Date: April 22, 2009

County of Residence: Hamilton
STATE OF INDIANA  
COUNTY OF Boone  

Before me, a Notary Public in and for said County and State, personally appeared Kim Dodd, 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 8th day of March, 2002.

[Signature]
Notary Public

Commission Expiration Date: April 29, 2009

County of Residence: Hamilton

This instrument was prepared by and return to: Thomas J. DeRue, Jr., Attorney At Law, Bingham McHale, LLP, 2700 Market Tower, 10 W. Market Street, Indianapolis, Indiana 46204.