Subdivision Covenants and Restrictions

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DEED OF DEDICATION AND PROTECTIVE COVENANTS

HUNTER'S CREEK VILLAGE - SEC. ONE

We, the undersigned, Schutz and Thompson, Inc., by John T. Schutz and Kenneth E. Thompson, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

The Subdivision shall be known and designated as Hunter's Creek Village- Sec. I, an addition in Hamilton County, Clay Township, 111 streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

1. Front and side yard building set back lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

2. There are strips of ground of various widths as shown on this plat and marked "Massa" reserved for drainage, including various areas to be used for the detention of excess storm runoff and the use of public utilities for the installation of water and sewer, mains, poles, ducts, lines and maintained upon said streets and/or land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

3. All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot herein other than one single family dwelling.

4. No hotel, boarding house, mercantile building, factors building or buildings of any kind of commercial use shall be erected or maintained on any lot in this subdivision.

5. No trailer, shacks or out houses of a permanent nature shall be erected or situate on any lot except during the period of construction of a proper structure and for the use by the builder for his materials and tools.

6. Building lines as shown on the plat or feet back from the street property line are hereby established between which line and the street property line there shall be erected or maintained no building structure of any kind or part thereof.

7. No residence shall be erected or maintained on any lot or lots in this subdivision having a ground floor area exclusive of open porches and garages of less than 1500 square feet, in ease of a one story structure or 1000 square feet in ease of a higher structure.

8. No building shall be erected, placed or affixed on any building plat in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and to the building with respect to the topography and finished ground elevation by all members of Building and Development Commission of Schutz and Thompson, Inc.

9. No noxious trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done herein which may become an annoyance or nuisance to the neighborhood at large.

10. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, restrictions, provisions of person or persons owning real estate in this subdivision to prosecute any proceedings at law or in equity against the such violation.

11. No fences shall be erected in this subdivision between the front building lines and the property lines of the streets as shown on the within plat except the provision of the Schutz and Thompson, Inc., that fences shall not exceed 36 inches in height and shall be of a decorative nature.

12. In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue without restriction, except to the extent of the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

13. The foregoing covenants, or restrictions, are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2005, at which time said covenants, or restrictions, shall be automatically extended for successive period of 10 years unless changed by vote of the owners of the buildings covered by these covenants, or restrictions, in whole or in part.

14. The right to enforce these provisions by judgment or by court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

15. It shall be the responsibility of the individual lot owners to erect and maintain a "dusk till dawn" type light in front of their respective front yards.

Witness our Hands and Seals this, 1967 day of June, 1981.

RECEIVED FOR RECORD
The undersigned, hereby certify that the within plat is true and correct and represents part of the Northwest Quarter of Section 34, Township 18 North, Range 9 East in Hamilton County, Indiana, being more particularly described as follows:

Beginning at a point on the West line of the said Northwest Quarter Section North 00 degrees 00 minutes 00 seconds East (Assured Bearing) 1000.00 feet from the Southeast corner of the said Northwest Quarter Section; thence North 00 degrees 00 minutes 00 seconds East along the said West line 998.00 feet; thence South 00 degrees 00 minutes 00 seconds East, parallel with the said West line 365.00 feet to the North line of the said Northwest Quarter Section; thence North 00 degrees 00 minutes 00 seconds East along the North line 1263.40 feet; thence South 00 degrees 00 minutes 00 seconds East 94.95 feet; thence South 80 degrees 32 minutes 36 seconds West, parallel with the said North line 370.00 feet; thence North 78 degrees 10 minutes 00 seconds West 139.24 feet; thence South 56 degrees 30 minutes 00 seconds West 325.31 feet; thence South 84 degrees 00 minutes 00 seconds West 327.78 feet; thence South 19 degrees 00 minutes 00 seconds West 221.55 feet; thence South 63 degrees 00 minutes 00 seconds East 107.57 feet to a curve having a radius of 150.00 feet, the radius point of which bears North 03 degrees 00 minutes 00 seconds West; thence Southwesterly along the said curve 117.81 feet to a point which bears South 00 degrees 00 minutes 00 seconds East; thence North 00 degrees 00 minutes 00 seconds East 94.95 feet; thence North 00 degrees 00 minutes 00 seconds West 139.24 feet; thence South 56 degrees 30 minutes 00 seconds West 325.31 feet; thence South 84 degrees 00 minutes 00 seconds West 327.78 feet; thence South 19 degrees 00 minutes 00 seconds West 221.55 feet; thence South 63 degrees 00 minutes 00 seconds East 107.57 feet to the Northwest corner of the said Northwest Quarter Section.

The area of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

WITNESS my signature this 16th day of January, 1981.

[Signature]

Map Bailey, Mary Bailey

[Signature]

JULY ENTERED FOR TAXATION

[Signature]

Bearce v. Streets Audite

Hamilton County