

AMENDMENTS TO RESTRICTIONS
AND COVENANTS OF RUNNYMEDE ESTATES

WHEREAS, there are certain restrictions and covenants to the Runnymede Estates Subdivision, a subdivision in Hamilton County, Indiana, and

WHEREAS, these restrictions appear in the Office of the Hamilton County Recorder as follows:

Section One: Plat Book 2, pp. 240-242, as partially vacated, in Misc. Book 73, pp. 201-212, and amended in Misc. Book 73, p. 297

Section Two: Plat Book 3, pp. 70-71

Section Three: Plat Book 3, pp. 41-42, and

WHEREAS, all of said restrictions are subject to amendment on January 1, 1980, by a majority vote of the lotowners and

WHEREAS, a majority of the lotowners of Runnymede Estates have met and duly proposed and voted upon certain changes in the restrictions and covenants of Runnymede Estates, and

WHEREAS, further, a majority of the lotowners have met and formed an unincorporated Association known as the Runnymede Neighborhood Association, which Association shall be mentioned in the Amended Restrictions, and shall perform certain functions with regard to the Amended Restrictions;

IT IS THEREFORE AGREED, that the Restrictions and Covenants of all sections of Runnymede Estates, a subdivision in Hamilton County, Indiana, shall be amended, and hereafter shall read as follows:

- A. The streets shown and not heretofore dedicated are hereby dedicated to public use.
- B. All lots in this addition shall be designated as residential lots. No residential building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling. All garage entrances shall be on the side or rear of the structure. Carports may not be constructed on any residential lots in this subdivision.
- C. Front and side building lines are established as shown on the plat, between which lines and the property lines of the street there shall be erected and maintained no structures.
- D. No one story house shall be erected on any lot in this addition having ground floor area of less than 1700 square feet, and no one and one-half or two story house having a ground floor area of less than 1200 square feet, exclusive of open porches, garages, and basements. All one story structures shall be stone or brick veneer and two-story structures first floor only.
- E. No trailer, tent, shack, attached shed, basement, garage, or temporary building shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed, or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architectural and appearance of such residence. All plans must be approved by the Architectural Committee.

- F. No noxious or offensive trade shall be carried on upon any lot in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
- G. No residence, or addition thereto, shall be erected nearer than the front building line as indicated on the plat, nor nearer than twelve and one-half (12-1/2) feet to the side lines of any line on this plat. Except that in any case where the same person or persons owns two adjoining lots, said owner may build a residence or appurtenant garage across the dividing line or to coincide therewith.
- H. No lot in this subdivision shall be resubdivided.
- I. There are strips of ground as shown on the plat marked "Utility Strips", which are hereby reserved for the use of the public utility companies, not including street car or transportation companies, for the installation and maintenance of mains, ducts, poles, lines, sewers, drains, and wires, subject at all times to the authority of the proper civil officers and to the easements therein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in the subdivision, however, shall take their title subject to the rights of the public utilities, and to those of the other owners of lots in this addition to said easements herein granted for egress and ingress, in, along, across, and through the strips of ground so reserved.
- J. When sanitary sewers are not available, septic sewerage systems may be used provided the tank and adequate absorption beds meet the written approve of the Indiana State Board of Health. No other type of sewerage may be used.
- K. No animals, livestock, or poultry of any description 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 commercial purposes.
- L. Domestic pets must be confined to the residential premises and must not be allowed to roam the Runnymede subdivision area.
- M. Any fencing erected in this subdivision must be confined to the rear yard area only, and must be approved by the Architectural Committee.
- N. Plans and specifications for any home to be built or any additions to presently existing homes must be submitted to and approved by the Architectural Committee. The Architectural Committee shall consist of the chairperson, the vice chairperson of the Runnymede Neighborhood Association and the chairperson of Covenants Committee of the Runnymede Neighborhood Association. The Runnymede Neighborhood Association is an unincorporated association in existence as of the date of these amended restrictions or its successor in interest.
- O. No lot in this subdivision shall be used or maintained, as a dumping ground for rubbish, trash, garbage or other waste, and such shall not be kept except in sanitary containers.
- P. It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so, the Runnymede Neighborhood Association may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse the Association for the expense incurred in so doing.
- Q. The right to enforce the foregoing provisions, restrictions and covenants by injunction, together with the right to cause the removal by due process of law of any septic tank, absorption bed or structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this addition, their heirs or assigns, or the Runnymede Neighborhood

Association, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation.

- R. These restrictions and covenants shall be in full force and effect until January 1, 1990, at which time said covenants shall be automatically extended for periods of ten (10) years, unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- S. The above covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.
- T. In the event any person or entity shall institute any action at law or in equity to enforce any of the provisions of these restrictions and covenants, he shall be entitled to recover his reasonable costs and attorney fees in the event he is successful in his action.

The above and foregoing Amendments to the Restrictions and Covenants of Runnymede Estates are hereby approved and ratified by the undersigned, those being a majority of the lotowners of Runnymede Estates, Section One, Two and Three, said Amendments to be effective January 1, 1980.

Dated: _____, 1979

Lot # _____, § _____

Lot # _____, § _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the County of Hamilton and State of Indiana, personally appeared the above signed lotowners of Runnymede Estates, each of whom are known to me personally, who acknowledged the execution of the foregoing Amendments To Restrictions And Covenants of Runnymede Estates, and who having been duly sworn, stated that any representations therein ??? are true.

WITNESS, my hand and Notarial Seal this 31st day of December, 1979.
_____, and he/she being first duly sworn upon his/her oath, says the facts alleged in the foregoing instrument are true.

Notary Public

My Commission Expires:

AUDITOR'S CERTIFICATE

I, _____, Auditor of Hamilton County, hereby certify that the foregoing "Amendments to Restrictions and Covenants of Runnymede Estates" were signed by a majority of the lot owners of Runnymede Estates Subdivision, a subdivision in Hamilton County, Indiana, and that all persons signing said Amendments were lot owners on December 31, 1979.

Dated December 31, 1979

Auditor of Hamilton
County, Indiana

