



Not Just for One Transaction, But for Life

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

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

BLOSSOM TRACE - SECTION 1
AN ADDITION TO THE TOWN OF FORTVILLE, IN
SECTION 16, T17N, R6E (VERNON TOWNSHIP)

- COVENANTS -

We, the undersigned owners of the real estate shown and described herein, do hereby lay off, plat, and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as BLOSSOM TRACE, SECTION 1. All streets shown and not heretofore dedicated are hereby dedicated to the public.

Front building setback lines are hereby established as shown on this plat, between which line and property lines of the street there shall be erected or maintained no buildings or structures. The strips of ground shown on this plat and marked Drainage and Utility Easement (D.&U.E.) are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, line and wires, and drainage facilities. The strips of ground are subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained on said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of the other lots in this subdivision.

This subdivision shall be subject to the following restrictions which shall operate as perpetual covenants.

1. Open channel and tile drains within all drain easements shall be regulated drains subject to Indiana Code 38-9-27 and its amendments.
2. It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Hancock County Drainage Board through its agents, the Hancock County Surveyor and the Hancock County Engineer, and the requirements of all drainage permits for this plat by said Hancock County Drainage Board.
3. The property shall be graded pursuant to the final construction plan and may not thereafter be changed without the written approval of the Town of Fortville, Indiana.
4. No trees or shrubs shall be planted, nor any structure erected in any drainage easement, unless otherwise approved by the Town of Fortville, Indiana.
5. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Town of Fortville, Indiana. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts are installed as set out in Section 7.1-47 (5) of the Hancock County Subdivision Control Article.
6. Any property owner altering, changing, or damaging these swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair said damage, after which time, if no action is taken, the Town of Fortville, Indiana, will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.
7. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of said street lines (40 feet for minor streets and 75 feet for arterial streets) or in the case of a rounded property corner from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines. (Street lines shall be defined as the curb line of the pavement).
8. No sump pump drains or other drains shall outlet onto the street. No drainage structures shall be located within driveway limits.
9. No trailer, tent, shack, basement, garage, barn or other outbuildings or temporary structure shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial dog kennel, hospital, or junk yard will be permitted in this subdivision. Keeping livestock, except domestic pets is prohibited.

13. No building shall be erected on a street line than the minimum front and side building shall be located and shall not encroach upon any easement.

14. No noxious or offensive structures shall be erected in the neighborhood. All lots shall be maintained.

15. No fence or wall shall be erected on a minimum front building setback line.

16. No masonry mailboxes shall be erected.

17. No trees shall be planted.

18. The foregoing covenants and all persons claiming and restrictions shall be subject to these covenants or restrictions unless changed by vote of the owners of the lots affected by these covenants or restrictions.

We, the undersigned owners of the real estate described above, do hereby certify that the above is a true and correct copy of the original as shown on the herein drawn plat.

DM DEVELOPMENT

Alexander C.

State of Indiana)
County of Hancock)

I, Rachel E. Goetz, hereby certify that the above is a true and correct copy of the original as shown on this day in person and her own free and volun-

Given under my hand and seal of office this _____ day of _____, 20____.

My Commission expires _____.

County of residence _____.

Signature *Rachel E. Goetz*

ADDITION TO THE TOWN OF FORTVILLE, INDIANA
 SECTION 18, T7N, R3E (VERNON TOWNSHIP)

INSTR. #
 99-15011

- COVENANTS -

do hereby
 this plat.

SECTION 1. All streets
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 Fortville, Indiana.

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13. 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 lines shown on the plat. No allowable accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distances for the primary structure. No allowable accessory building shall be located closer to any rear lot line than 10 feet, but in no case shall it encroach upon any easement.

14. No noxious or offensive trade shall be carried on or upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood. All lots must be kept mowed.

15. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum front building setback line as shown on the plat.

16. No masonry mailbox structures shall be placed within the public right-of-way.

17. No trees shall be planted in the public right-of-way.

18. The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2019, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants or restrictions, in whole or in part. Invalidation of any one of these covenants or restrictions, by judgement or court order, shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.



9915011

99 Nov 16 AM 7:58

Handwritten signature: *Bob Dickerson*

We, _____, do hereby certify that we are the owners of the real estate described in the above caption and that as such owners, we have caused the said above described real estate to be surveyed and subdivided as shown on the herein drawn plat as my our free and voluntary act and deed.

OM DEVELOPMENT LLP

Alexander C. Dickerson

State of Indiana)
)SS:
 County of Hancock)

I, Rachel E Going, a Notary Public in and for said County and State, do hereby certify that Alexander C. Dickerson, personally known to me to be the same persons whose names are subscribed to the above certificate appeared before me this day in person and acknowledged that they signed the above certificate as their her own free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of Nov 19 99

My Commission expires: 9-29-2006

County of residence: Hancock

Signature *Rachel E. Going* Printed Name Rachel E. Going

TAXES CURRENT
 AS OF 11-12-99
 012 305 36.00
 012 305 22.00
Aun McDaniel

ACCURA
 LAND SURVEYING
 1105 W. Main Street . Greenfield, IN . 46140
 (317) 482-4484 FAX: 482-1305

DEVELOPER:
 Tom Marten & Al Dickerson
 3131 West U.S. 40
 Greenfield, IN 46140