



120
YEARS OF SERVICE
LOOKING AHEAD

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.

955

79 06759

**DECLARATION OF RESTRICTIONS FOR
CARDINAL WOODS SUBDIVISION**

THIS DECLARATION, made this 18th day of December, 1979, by The Shorewood Corporation, an Indiana corporation (the "Developer"),

WITNESSETH THAT:

WHEREAS, the following facts are true:

1. Developer is the Owner of all of the lands described in Exhibit "A" attached hereto and made a part hereof, which lands will be subdivided and known as Cardinal Woods Subdivision, Section Two (hereinafter referred to as the "Development"), and will be more particularly described on the plat of Cardinal Woods Subdivision, Section Two, to be recorded in the Office of the Recorder of Hancock County, Indiana; and

2. Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (the "Restrictions") under a general plan of improvement for the benefit of the lots and lands in the Development and the future owners thereof.

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the Development as a whole, and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof, subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development.

1. **DEFINITIONS.** The following are the definitions of the terms as they are used in this Declaration.

A. "Lot" shall mean any parcel of real estate described on a plat of the Development which is recorded in the Office of the Recorder of Hancock County, Indiana.

B. Approvals, determinations, permissions or consents required herein shall be deemed given if they are given in writing signed, with respect to the Developer by an officer or duly authorized agent thereof.

C. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot in the Development is a residential lot and shall be used exclusively for single family residential purposes and no lot shall contain more than one single family residence. No structure shall be erected, placed or permitted to remain upon any of said residential lots unless approved by the Developer, its successors or assigns.

B. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Developer and such decision shall be binding on all parties.

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record between the Indianapolis Water Company and the Developer as contained in a Release and Modification Agreement recorded as Instrument No. 70-2810 in the Office of the Recorder of Hancock County, Indiana and a License Agreement recorded as Instrument No. 70-2811 in the Office of the Recorder of Hancock County, Indiana, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Area. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, car ports, accessory buildings, or basements shall be eighteen hundred (1,800) square feet.

B. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material.

C. Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

D. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within one (1) year after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

E. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

F. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Mow such portion of the lot upon which grass has been planted at such times as may be reasonably required.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

G. Developer's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The cost therefor to the Developer shall be collected in any reasonable manner from the Owner. Neither the Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisance. No outside toilets shall be permitted on any lot in the Development (except during a period of construction and then only with the consent of the Developer). By purchase of a lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Developer in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither the developer, nor any officer, agent, employee or contractor thereof, shall be liable for any damage which may result from enforcement of this paragraph.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be carried on on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

79-06759

B. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

C. Model Homes. No Owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

D. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot, except upon lands specifically designated by the Developer for camping purposes, and then only subject to such rules as may be adopted by the Developer for the use of camping areas.

E. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purpose of this subsection. All Owners, if necessary, shall install driveway culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the Developer, the Hancock County Highway Department, its successors or assigns. The size and location of the culverts to be installed must be specified on the plot plan as required by Paragraph 6 of these Restrictions and shall be subject to the approval of the Developer.

F. Ownership and Maintenance of Boat Docks and Common Area. The Developer intends to reserve a parcel of real estate with frontage on Geist Reservoir as a Common Area for the ownership, use, benefit and enjoyment of the owners of lots in the Development. The use of the Common Area shall be solely as an open or green area and shall be subject to all of the terms and conditions set forth in a License Agreement recorded October 22, 1970, as Instrument No. 70-2811 in the Office of the Recorder of Hancock County, Indiana, and a Release and Modification Agreement recorded October 22, 1970, as Instrument No. 70-2810 in the Office of the Recorder of Hancock County, Indiana. The Developer intends to deed to each owner of a lot in the Development an undivided interest in said Common Area at the time that all of the lots in the Development are sold by the Developer. The total number of owners of the Common Area will be equal to the total number of lots in the Development, plus the total number of lot owners in other sections of Cardinal Woods, which number is not known at this time. The Developer further intends to install boat docks adjacent to the Common Area extending into Geist Reservoir for the ownership and use of the owners of lots in the Development. The Developer reserves the right to install such boat docks at any time that it deems appropriate and the Developer will convey a bill of sale to each lot owner in the Development for an individual boat dock at the time of installation. The maintenance of the Common Area and boat docks shall be the responsibility of the respective owners thereof.

6. APPROVAL OF PLANS BY THE DEVELOPER.

(1) Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Developer. Such approval shall be obtained only after written

79-06759

application has been made to the Developer by the Owner of the lot requesting authorization from the Developer. Such written application shall be in the manner and form prescribed from time to time by the Developer, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Developer may require.

(ii) **Power of Disapproval.** The Developer may refuse to grant permission to construct, place or make the requested improvement, when:

(aa) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;

(bb) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures;

(cc) The proposed improvement, or any part thereof, would, in the opinion of the Developer, be contrary to the interests, welfare or rights of all or any part of other Owners.

(iii) **Power to Grant Variances.** The Developer may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development.

B. **Duties of Developer.** The Developer shall approve or disapprove proposed improvements within 30 days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Developer for its permanent files. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

C. **Liability of Developer.** Neither the Developer nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

D. **Inspection.** The developer has the right but not the obligation to inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

7. REMEDIES.

A. **In General.** Any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but the Developer shall not be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

79-06759

8. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

9. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

10. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

11. DURATION.

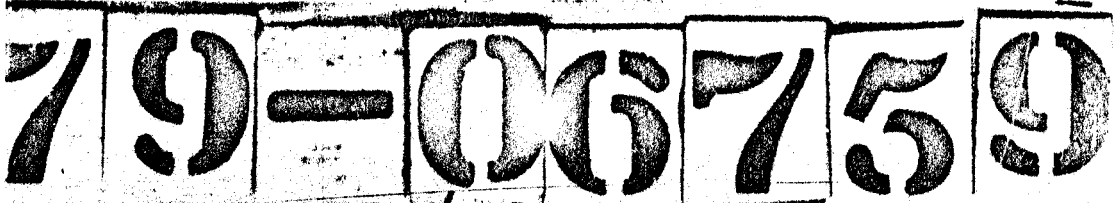
The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2000, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

12. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Restrictions to be executed as of the day and year first above written.



THE SHOREWOOD CORPORATION

By Stanley E. Hunt
Stanley E. Hunt, President

SEAL
ATTEST:

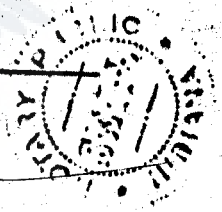
Philip W. Klinger
Philip W. Klinger, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Stanley E. Hunt and Philip W. Klinger, the President and Secretary, respectively, of The Shorewood Corporation who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of The Shorewood Corporation.

Witness my hand and Notarial Seal this 18th day of December, 1979.

Cheri L. Graf
Cheri L. Graf, Notary Public



My Commission Expires May 30, 1980

This instrument was prepared by Hayes T. O'Brien, attorney at law.

EXHIBIT "A"

A parcel of land lying in the Northwest Quarter of Section 14, Township 17 North, Range 5 East, being more particularly described as follows:

Commence at the Northeast Corner of said Northwest Quarter; thence on an assumed bearing of South 89 degrees 47 minutes 13 seconds West along the north line of said Northwest Quarter a distance of 2,128.43 feet; thence South 07 degrees 18 minutes 04 seconds West a distance of 593.84 feet to the Point of Beginning of the following described parcel of land; thence South 54 degrees 57 minutes 02 seconds East a distance of 585.62 feet; thence South 14 degrees 29 minutes 58 seconds West a distance of 267.56 feet; thence North 75 degrees 30 minutes 02 seconds West a distance of 82.00 feet to the Point of Curvature of a horizontal curve concave to the Northeast, said horizontal curve having a radius of 325.00 feet and a central angle of 15 degrees 11 minutes 51 seconds; thence Northwesterly along said curve a distance of 86.21 feet to a point on said curve, said point being non-tangential and having a radial bearing through said non-tangential point of South 29 degrees 41 minutes 49 seconds West; thence South 29 degrees 41 minutes 49 seconds West a distance of 232.43 feet; thence North 54 degrees 57 minutes 02 seconds West a distance of 327.00 feet; thence North 35 degrees 02 minutes 58 seconds East a distance of 395.00 feet; thence North 29 degrees 15 minutes 50 seconds East a distance of 135.69 feet to the Point of Beginning of the above described parcel of land. All situate, lying and being in Vernon Township, Hancock County, Indiana, containing 6.98 acres.

79

06759

RECEIVED FOR RECORD

2:40 P.M.

GEC 1819/9

Jean Wilson Lott
Recorder, Hancock County

79-06759