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Subdivision Covenants and Restrictions

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AUG 21 2000

Joseph D. Secker
Auditor of Hancock County

SECTION FIVE COVENANTS

We, GRF Design and Development, Inc., by Harold Gibson, President, owner 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 Fox Cove, Section Five. 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 lines and property lines of the streets 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.) or drainage easement (D.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.

The easements labeled "Landscape Easements" are hereby granted to the Developer and Homeowners Association and are reserved for landscaping, trees, shrubs, flowers, signs and other incidentals associated with these items, and are to be maintained, repaired or replaced by the Homeowners Association. The lot owners in this addition shall take title to their lots subject to the rights of the Homeowners Association.

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

1. **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 Hancock County Drainage Board (Commissioner). Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof 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 7.1-47 of the Hancock County Subdivision Control Ordinance.

2. **Altering Drainage Swales.** Any property owner altering, changing or damaging the drainage 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 Hancock County Drainage Board (Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

Open channel and tile drains within all drain easements shall be regulated drains subject to Indiana Code 36-9-27 and its amendments.

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.

The property shall be graded pursuant to the final construction plan and may not thereafter be changed without the written approval of the Hancock County Surveyor, whose decision may be appealed to the Hancock County Drainage Board.

No trees or shrubs shall be planted, nor any structure erected in any drainage easement, unless otherwise approved by the Hancock County Surveyor and the Hancock County Engineer or unless shown on the development plan as part of the landscaping.

3. **Corner Lots.** 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 (2) street center lines.

4. **Drains.** No sump pump drains or other drains shall outlet onto the street. No drainage structures shall be located within driveway limits or driveway tapers at the intersection with the curbs.

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5. No trees in Right-of-ways and easements. No trees or landscaping shall be planted in the Hancock County road right-of-way or in the drainage easements created and shown on the plat. any irrigation or lawn sprinkling devices or material placed within the right-of-way shall in no way be the responsibility of the Hancock County Highway Department in any event, whether through the actions of the Hancock County Highway Department or other governmental agency.
6. Driveways. All driveways shall be paved with concrete, asphalt, or other all-weather surface materials as provided by the developer or its assigns. No gravel or stone driveways will be permitted. (This restriction shall not apply to Out Lot A)
7. Utility Easements. There are strips of property as shown on the recorded plat which are hereby designated and reserved for use of the public utilities for the installation and maintenance of utilities and drainage facilities (hereinafter referred to as Utility Easement). No permanent or other structure or obstruction shall be erected or maintained on such Utility Easement but each owner shall take title to that part of the Utility Easement comprising a part of his lot, subject to the rights of such public utility for ingress and egress in and along, across, through, and over the Utility Easement.
8. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on the residential lots in the Development exclusive of porches, terraces, garages, finished living area above garages which otherwise would be considered attic space, carports, accessory buildings or basements below ground level, shall be no less than 1900 square feet of ground floor living area for a one-story structure or 1200 square feet of ground floor living area if higher than one-story, provided that higher than one-story structures shall have a minimum of 2200 square feet of total floor living area and each dwelling shall have a two or three car attached garage. (This restriction shall not apply to Out Lot A. The residence existing on outlet A shall not be subject to this requirement. However if for any reason the residence is removed or is damaged in a way that demolition is necessary, no new structure shall be placed or constructed on the outlet which is less in size than the residence existing at time of recordation of this plat.
9. Architectural Design. No building, fence, walls or other structure shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to the topography and finished ground elevations by the Architectural Control Committee. Only wood, masonry, brick or stone exteriors shall be permitted. Vinyl siding shall not be permitted on the exterior of the structure except for the existing residence on Out Lot A. Only masonry, brick or stone chimneys are permitted. Ventless fireplaces shall utilize flues which exit the roof of the structure. No log homes, modular or concrete homes shall be permitted. No wood foundations or wood basements shall be permitted.
10. Building Location. 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 accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distance for the primary dwelling.
11. Residential Use Only. All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, boat, garage, basement, or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial business of any kind will be permitted in this subdivision. Only one single family dwelling with attached garage shall be permitted on one lot.
12. Limitation on Time. All residential construction on any lot must be completed within one (1) year after the starting date, including final grading and hard-surfaced driveway.
13. Parking Limitations. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck, school bus or other vehicle of any kind may be parked in the subdivision unless such vehicle is kept in the garage, except for personal automobiles, vans and pick-up trucks.
14. Architectural Control Committee. The Architectural Control Committee shall be composed initially of the Developer, and after completion of the development, by a committee of three (3) homeowners designated by the Developer for the term of one (1) year and serving thereafter until their successors are elected by a majority vote of the homeowners in the development. The purpose of the Committee shall be to enhance and protect the value, desirability, and attractiveness of the development as a whole and to ensure that all buildings, fences, walls or other structures are harmonious with the overall architectural character of the development.

Joseph D. Sells
Auditor of Hancock County

SECTION FIVE COVENANTS

15. **Water Systems.** All water systems and methods of sewage treatment and disposal in this subdivision are to be in compliance with the regulations or procedures of the State Board of Health or other civil authority having jurisdiction.
 16. **Fuel Tanks.** No fuel storage tanks, above or below ground, shall be allowed in this subdivision.
 17. **Lot Maintenance/ Block Maintenance.** All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner. The areas labeled as Blocks on the plat shall be deeded from the Developer to the Fox Cove Homeowners Association within one (1) year after recordation of the plat. The Developer shall maintain the Blocks until the title is transferred to the homeowners association, who will then be responsible for the maintenance, upkeep and other responsibilities as outlined in the association by-laws.
 18. **Nuisances.** No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on any lot. Garbage and trash will be kept in approved containers which are not visible from the street, except on collection day.
 19. **Outbuildings.** Outbuildings or accessory buildings shall be permitted on any lot only if approved by the Architectural Control Committee. The approval for such structures shall be in the same manner as is required for a primary residence. The maximum size of any outbuilding or accessory structure shall not exceed 600 square feet. All outbuildings and accessory structures shall be required to have exteriors similar in appearance to the primary residence. No metal outbuildings shall be approved or constructed.
 20. **Antennas.** Only digital satellite systems not exceeding 18" in diameter shall be permitted in the development. Said system shall be allowed only if located on the rear of the primary residence.
 21. **Solar Technology.** No devices for solar technology of any kind will be allowed in this subdivision.
 22. **Swimming Pools.** Swimming pools must be placed behind the residence. Above ground pools will not be permitted.
 23. **Pets.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owner's premises.
 24. **Fencing.** Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence and approved by the Architectural Control Committee. Chainlink fencing must be of the dark vinyl coated type. All fencing must be maintained in good condition. On corner lots an additional requirement is that fences may not be placed closer to the street than the building setback line on the side of the residence.
 25. **Mailboxes.** The Architectural Control Committee shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for the mailbox which shall be standard for all mailboxes in this subdivision. All mailboxes and posts shall meet the requirements of the Hancock County ordinance governing mailboxes. (This restriction shall not apply to Out Lot A.)
 26. **Sidewalks.** Each homeowner (lot owner) shall be responsible for constructing a four (4) foot wide concrete sidewalk of 4,000 strength plain cement four (4) inches thick, sloped 1/4 inch per foot toward the street with expansion joints each forty-eight (48) feet, along the entire street frontage of their respective lot. The sidewalk shall also have traverse joints each six (6) feet and be placed on an acceptable compacted subgrade. The sidewalk shall be constructed prior to completing finish lot grading. The sidewalk shall be located one (1) foot inside the street right-of-way line, (not on the lot) and parallel to the street right-of-way line. The Homeowners Association shall be responsible for maintenance and upkeep of the sidewalk after initial construction except for any damage done by the adjoining lot owner. (This restriction shall not apply to Out Lot A.)
 27. **Builders.** All homes in this subdivision shall be built by custom builders approved by the Architectural Control Committee. (This restriction shall not apply to Out Lot A.)
 28. **Homeowner's Association.** Each lot owner shall be required to join the Homeowner's Association for the purposes outlined in the Homeowner's Association By-Laws. (This restriction shall not apply to Out Lot A.)
 29. **Sump pumps installed to receive and discharge groundwaters or other stormwaters shall be connected to the storm sewer where possible or discharged into a designated storm drainage channel. Sump pumps installed to receive and discharge floor drain flow or other sanitary sewage shall be connected to the sanitary sewers. A sump pump shall be used for one function only, either the discharge of stormwaters or the discharge of sanitary sewage.**
- Footing drains shall or designated storm age tile shall be co.
- No roof downspouts connected to the st roof drains shall be Basement floor drai
- No sump pump, fa shall be connected
30. **Lots 94,95,96,98-101** of water serves as Cove Section 5. Only pond upon which th long as it is done s shall have the right limited to wading, b the pond. All lot ow assume the responsi on the total number
 31. **Duration of Covenants** land and shall be bi them. At any time, part upon i) an affii then owners of lots the Developer. If th the subdivision, the c required. Invalidation judgment or court c provisions which shal
 32. **Enforcement of Covenants** Injunction, together wi process of law, of ar maintained in violatio Any of the real estate However, such time a contained in this subc may right, obligation c cost of enforcement c herein, including any charged to the proper expenses and fees sh assessments as provia
 33. **Severability.** Every on independent of and s of and from every of every combination of restrictions shall be h to lack the quality of be without effect on t of any other one of t
- STATE OF INDIAN
COUNTY OF HANCOCK
- We, GRF Design and I hereby certify that we above caption and the described property to herein drawn plat, as
- I, Teresa S. Spegal, a do hereby certify that be the same person v appeared before me t the above certificate c the purpose therein se
- Given under my hand 2000.
- County of Residence:
My Commission Expires

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Footing drains shall be connected to storm sewers where possible or designated storm drainage channels. No footing drains or drainage tile shall be connected to the sanitary sewer.

No roof downspouts, roof drains, nor roof drainage piping shall be connected to the storm drainage system. No down spouts or roof roof drains shall be connected to the sanitary sewers.

Basement floor drains shall be connected to the sanitary sewers.

No sump pump, footing drain, roof downspout, or basement drain shall be connected to any street underdrain.

30. Lots 94,95,96,98-101 and Out Lot A include a separate body of water. This body of water serves as a retention for drainage areas and outlets for surface water in Fox Cove Section 5. Only the owners of the lots herein mentioned as respects the pond upon which their lots abuts shall have the right to use the pond for fishing so long as it is done solely from the lot owners bank. None of the owners herein shall have the right to use such pond for any other purpose including, but not limited to wading, boating, any motorized craft, swimming or fishing from within the pond. All lot owners who abut this pond by accepting a deed to said lot assume the responsibility of maintaining said pond on equal prorata basis based on the total number lots that abut the pond.

31. **Duration of Covenants.** The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them. At any time, a covenant may be changed in whole or in part upon i) an affirmative vote of eighty percent (80%) of the then owners of lots in the subdivision, and ii) with the consent of the Developer. If the Developer does not own one or more lots in the subdivision, the consent of the Developer shall not be required. Invalidation of any of the foregoing Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

32. **Enforcement of Covenants.** The right to enforce these covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby reserved to any owner of any of the real estate in this subdivision, including the Developer. However, such time as the Developer no longer owns any property contained in this subdivision Section, the Developer no longer has nay right, obligation or standing to enforce any covenant. The cost of enforcement of any violation of the covenants contained herein, including any expenses and attorneys' fees, shall be charged to the property owner in violation, and such costs, expenses and fees shall be collectible in the same manner as assessments as provided herein.

33. **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 the holding shall be without effect on the validity, enforceability or running quality of any other one of the restrictions.

STATE OF INDIANA)
COUNTY OF HANCOCK) SS:

We, GRF Design and Development, Inc., by Harold Gibson, President, do hereby certify that we are the owners of the property described in the above caption and that as such owner, we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

GRF DESIGN AND DEVELOPMENT, INC.

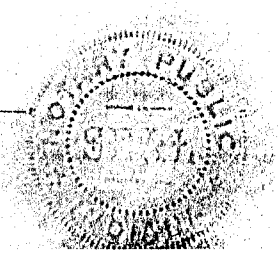
BY: 
HAROLD GIBSON, President

I, Teresa S. Spegal, a Notary Public in and for said County and State, do hereby certify that Harold Gibson is personally known to me and to be the same person whose name is subscribed to the above certificate, appeared before me this day in person and acknowledged that he signed the above certificate as his own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 21st day of August 2000.


Teresa S. Spegal, Notary Public

County of Residence: Hancock



MODE = MEMORY TRANSMISSION

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END=APR-16 15:16

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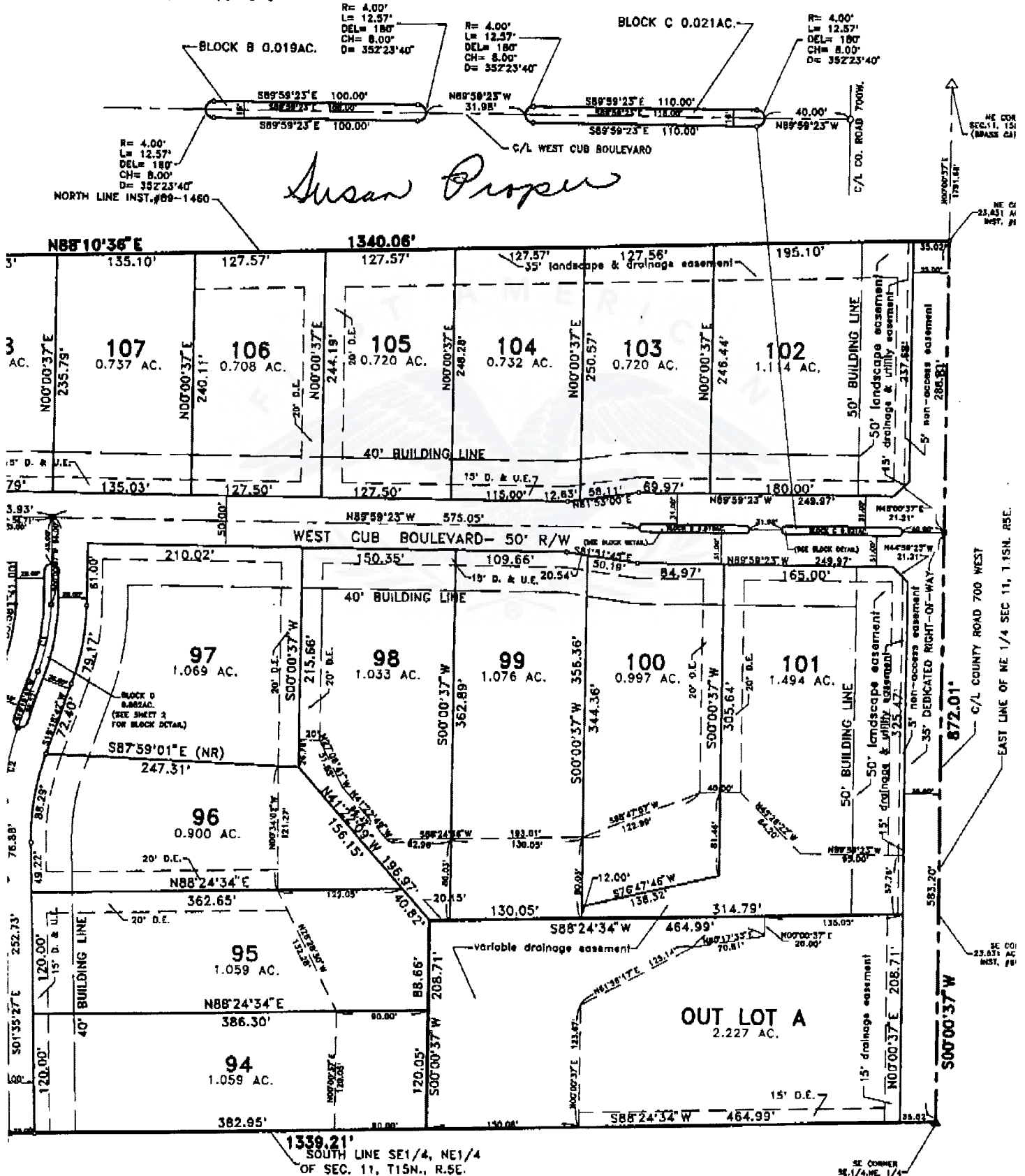
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SECTION FIVE DARY PLAT

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LEGEND
 TABLE LANDSCAPING & DRAINAGE & UTILITY EASEMENT
 IMAGE & UTILITY EASEMENT
 IMAGE EASEMENT
 NOTES NON-RADIAL LINE
 15'-ACCESS EASEMENTS SHALL PROHIBIT THE
 1' OF THE AREA LABELED SUCH FOR
 VEWAYS/WALKS/PATHS OR ACCESS TO C.R. 700 WEST

- -DENOTES COPPERWELD TO BE SET WITHIN 30 DAYS AFTER COMPLETION OF STREET CONSTRUCTION
- -DENOTES 5/8" CAPPED REBAR TO BE SET WITHIN 30 DAYS OF RECORDING PLAT.