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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.

Hickory Hills Property Owners Association, Inc.

AMENDED COVENANTS

The Hickory Hills Property Owners Association, Inc. hereby AMENDS its Covenants as follows :

This subdivision is known and has been designated as Hickory Hills per the plat and covenants recorded as Instrument Number 87-3803-S1, 87-7417 Amended Covenants., This subdivision shall be subject to the following amended restrictions which shall operate as perpetual covenants. 90-2945- Section 2

1. Drainage swales (ditches) along dedicated roadways and within the right-of-way of dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hancock County Surveyor. 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 or other approved structures have been permitted by the County Surveyor.
2. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered mail to repair said damage, after which time, if no action is taken the Hancock County Surveyor will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.
3. All lots in this subdivision shall be designated as residential lots. Only one single family dwelling may be erected or maintained on said lot.
4. Outside toilets shall not be permitted. All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures of the Indiana State Board of Health or other civil authority having jurisdiction.
5. The official zoning regulations now in effect or as the same may be amended, from time to time, changed or amended applicable to the area within which the subdivision is located shall be observed.
6. The streets, together with all existing and future plantings, trees, and shrubbery thereon, are dedicated to the perpetual use of the public for proper purposes.

7. There is an easement within all area designated herein as "DRAINAGE AND UTILITY EASEMENT" (D. & U.E.) for the installation of future and maintenance of all utilities, including without limitations, electricity, telephone services, water and sewer distributions and collection services, and any other utilities or services that may, in the future, be engaged or caused to be installed by the majority vote of the property owners within the subdivision; such easement being in favor of the utility or service companies duly authorized to do business within; and franchised for the subject area,. No permanent buildings or trees shall be placed on said such area designated "D. & U. E." but same may be used for garden, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights of herein described.

8. Front yard building setback lines are hereby established as shown on this plat. No building or structure shall be erected or maintained between street setback lines and property lines.

9. No building shall be erected nearer to the front property line or nearer to the side street line than the minimum building setback line shown on the plat. No dwelling unit shall be located nearer than 15 feet to any side lot. No dwelling or outbuildings shall be located nearer than 20 feet to any rear lot.

10. No fence, wall, hedge, tree, or shrub planting which obstructs sight lines and elevations between 2, 5, and 8 feet above the streets 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 right-of-way lines extended.

11. No residence shall be erected on any lot having a ground floor living area exclusive of open porches and garages of less than 1400 square feet, in the case of a one story structure and 1800 square feet aggregate living area in the case of a multilevel structure. Each residence shall have an attached garage for at least two cars included in the construction.

12. No trailer, tent, recreational vehicle, basement, garage, barn, shack, or other outbuildings shall be used for temporary or permanent residential purposes on any lot.

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

14. No building shall be erected or moved upon any lot in this subdivision until the building plans, plot plans, and specifications of such structure proposed have been approved in writing by the board of Hickory Hills Property Owners Association, Inc. and the proper permit office of the city or county which has control of such.

15. The developers of Hickory Hill subdivision are the owners of the lake and recreational area on the real estate adjacent to and west of this subdivision as is now platted and recorded. It is dedicated to the use and benefit of the owners of lots in said subdivision.

Owners, as defined herein, shall include the owners of all lots in this subdivision as recorded.

Every owner (titleholder), their heirs, successors, transferees, and /or assigns of a lot or lots in this subdivision, shall be, and become members of the Indiana not-for-profit corporation, Hickory Hills Property Owners Association, Inc., (hereafter referred as "Corporation"), for the purpose of holding title to and being responsible for ownership of said real estate and all costs incurred of the said corporation for but not limited to, the maintenance of said lake, recreational area, and common grounds.

Members of said Corporation shall be subject to all laws and ordinances of Local, State, and National government and the purposes, uses, by-laws, rules and regulations of the Corporation.

Owners of lots in this subdivision as described aforesaid, shall be subject to maintenance fees as assessed by the Corporation, with such fees to be paid as prescribed by the Corporation. The real estate in this subdivision owned by members of said Corporation shall be subject to a lien(s) for nonpayment of assessment and foreclosure as provided by Indiana Law.

16. No ingress or egress to lots of this subdivision, other than lot 1 of this subdivision, shall be allowed directly to County Road 200 North New Road, except via Hickory Boulevard.

17. The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them commencing January 1, 2009 until January 1, 2015, at which time said covenants and restrictions shall be automatically extended for periods of five (5) years unless changed by a vote of a majority of the property owners who are current in payment of their association dues and covered by these covenants, or restrictions, in whole or in part. Invalidation of any of the foregoing covenants, or restrictions, by judgment or court order shall in no manner affect any of the other covenants or restrictions, which shall return in full force and effect.

We, the officers elected by the property owners of this Corporation, with a majority vote of the Corporation members that accept these covenants and restrictions, put these covenants and restrictions in effect.

Date 12/29/08

Mark Green  
Mark Green

President

Lori Olin  
Lori Olin

Vice President

Kim Estridge  
Kim Estridge

Secretary/ Treasurer

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HANCOCK )

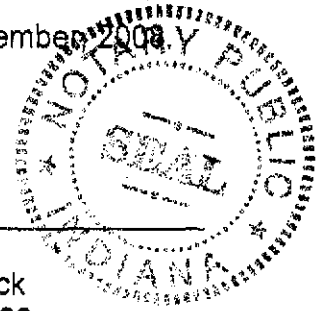
END OF DOCUMENT

Before me, a Notary Public in and for said County and State, personally appeared Mark Green, President of Hickory Hills Property Owners Association, Inc., Lori Olin, Vice President of Hickory Hills Property Owners Association, Inc., and Kim Estridge, Secretary/Treasurer of Hickory Hills Property Owners Association, Inc., who acknowledged the execution of the foregoing Amended Covenants.

WITNESS my hand and Notarial seal, this 29<sup>th</sup> day of December 2008

*S.M. Wolf*

Sarah M. Wolf, Notary Public  
My County of Residence: Hancock  
My Commission Expires: 03-06-09



This instrument prepared by: Sarah M. Wolf, WOLF LAW FIRM, Six E. Main Street, P.O. Box 495, Greenfield, IN 46140, 317-462-9225, Fax 317-462-9220.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Tom Olin*

# HICKORY HILL, Section TWO COVENANTS

We, the undersigned, David G. and Pattee L. Yater, 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 HICKORY HILL, Section Two.

All streets shown and not heretofore dedicated are hereby dedicated to the public. 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 of dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hancock County Surveyor. 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 or other approved structures have been permitted by the County Surveyor.

2. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered mail to repair said damage, after which time, if no action is taken the Hancock County Surveyor will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

3. All lots in this subdivision shall be designated as residential lots. Only one single family dwelling may be erected or maintained on said lot.

4. Outside toilets shall not be permitted. All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulation or procedures of the Indiana State Board of Health or other civil authority having jurisdiction.

5. The official zoning regulations now in effect, or as the same may be amended or changed from time to time, or as they may be amended to be applicable to the area within which the subdivision is located, shall be observed.

6. The streets, together with all existing and future planting, trees and shrubbery thereon, as shown on the attached plat are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the dedicators, their successors or assigns the reversion or reversions thereof whenever discontinued by law.

7. There is hereby created an easement within all area designated herein as "DRAINAGE AND UTILITY EASEMENT" (D. & U. E.) for the installation and maintenance of all utilities, including limitations, electricity, telephone services, water and sewer distributions and collection services, and any other utilities or services that may, in the future, be engaged or causes to be installed by the subdivider, its successors or assigns and/or the owners of property within the subdivision; such easement being in favor of the utility or service companies duly authorized to do business within, and franchised for, the subject area. No permanent buildings or trees shall be placed on said such area designated "D. & U. E." but same may be used for garden, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights of herein described.

8. Front yard building setback 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 structures.

9. No building shall be erected a less distance to the front property line or to the side street line than the minimum building setback line shown on the plat. No dwelling unit shall be located less than 15.0 feet to any side lot. No dwelling unit or outbuildings shall be located less than 20.0 feet to any rear lot.

10. No fence, wall and elevations between the street right-of-way and the intersection of said arterial streets) intersection of the

11. No residence unless said residence of not less than 1800 square feet residence shall have construction.

12. No trailer, should be used for

13. No noxious or division, nor shall annoyance or nuisance

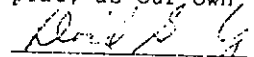
14. No building until building proposed have been legal representative

15. Driveway pipe all lot entrances.

16. Invalidation other restrictions

17. The foregoing all parties and which time said c for successive per of then owners restrictions, in covenants, or res affect any of the force and effect.

We, David G. and above caption ar described propert plat, as our own

  
DAVID G. YATER

State of Indiana

County of Hancock

and for said Coun Yater, personally subscribed to the that they signed and deed for the

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90-2945

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

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10. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 and 8.0 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 right-of-way lines extended.

11. No residence shall be erected, placed or permitted to remain on any lot unless said residence, if a single story structure, shall have a floor area of not less than 1400 square feet; or if a multi-story structure, not less than 1800 square feet, exclusive of any porches, carports or garages. Each residence shall have an attached garage for at least two cars included in the construction.

12. No trailer, tent, shack, basement, garage, barn or other outbuildings should be used for temporary or permanent residential purposes on any lot.

13. No noxious or offensive trade shall be carried upon any lot in this subdivision, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood at large.

14. No building shall be erected or moved upon any lot in this subdivision until building plans, plot plans, and specifications of such structure proposed have been approved in writing by David G. or Pattee L. Yater, their legal representatives, successors, heirs, or assigns in interest.

15. Driveway pipes with a minimum of 12 inches diameter shall be placed at all lot entrances.

16. Invalidation of any of these restrictions shall in no wise affect the other restrictions.

17. 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, 2009, 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 then owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidation of any of the foregoing covenants, or restrictions, by judgement or court order shall in no way affect any of the other covenants or restrictions, which shall return in full force and effect.

We, David G. and Pattee L. Yater, owners of the property described in the above caption and that as such owners, we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free voluntary act and deed.

David G. Yater  
DAVID G. YATER

Pattee L. Yater  
PATTEE L. YATER

State of Indiana )  
County of Hancock )

SS:

I, Neon Wilson, a notary in and for said County and State, do hereby certify that David G. and Pattee L. Yater, personally known to me to be the same persons whose names are subscribed to the above appeared before me this day in person and knowledged that they signed the above certificate as their own free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22 day of May, 1990.  
My commission expires

line than the minimum building setback line shown on the plat. No dwelling unit shall be located nearer than 15 feet to any side lot. No dwelling or outbuildings shall be located nearer than 20 feet to any rear lot.

10. No fence, wall, hedge, tree, or shrub planting which obstructs sight lines and elevations between 2, 5, and 8 feet above the streets 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 right-of-way lines extended.

11. No residence shall be erected on any lot having a ground floor living area exclusive of open porches and garages of less than 1400 square feet, in the case of a one story structure and 1800 square feet aggregate living area in the case of a multilevel structure. Each residence shall have an attached garage for at least two cars included in the construction.

12. No trailer, tent, recreational vehicle, basement, garage, barn, shack, or other outbuildings shall be used for temporary or permanent residential purposes on any lot.

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

14. No building shall be erected or moved upon any lot in this subdivision until the building plans, plot plans, and specifications of such structure proposed have been approved in writing by the board of Hickory Hills Property Owners Association, Inc. and the proper permit office of the city or county which has control of such.

15. The developers of Hickory Hill subdivision are the owners of the lake and recreational area on the real estate adjacent to and west of this subdivision as is now platted and recorded. It is dedicated to the use and benefit of the owners of lots in said subdivision.

Owners, as defined herein, shall include the owners of all lots in this subdivision as recorded.