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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.

RE-PLAT OF LOT 15 IN HUNTERS CHASE-SECTION TWO

(COVENANTS)

We, Dennis Lee Fry and Kathleen A. Fry, 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 a RE-PLAT OF LOT 15 in HUNTERS CHASE-SECTION TWO.

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.)" are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities 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, the rights of the Grantee of any drainage easement, 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. 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 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 said property owner shall be responsible for the payment of the bill for such repairs, forthwith.
3. No fence, wall, hedge, tree or shrub planting which obstructs sight line 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 line (40 feet for minor street 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 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. No drainage structures shall be located within driveway limits.

No Sump pump drains or other drains shall outlet onto the street.

No trees shall be planted in the Hancock County right-of-way.

All numbered lots in this subdivision shall be designated as residential lots. Only one single family dwelling shall be permitted on one lot. Said single family dwelling shall have an attached two or three car garage. Any outbuilding shall be constructed of new materials and be similar in appearance to the residence on the lot on which said outbuilding is constructed.

No residence shall be erected, placed or permitted to remain on any lot

11. All water systems and are to be in compliance with the Board of Health or other

12. Driveway pipes with all lot entrances be

13. No noxious or offensive subdivision nor shall nuisance or annoyance to

14. All residential construction starting date, including

15. No boat, camper, bus the building setback parked on or repaired thereof.

16. No fence or wall shall be less than the minimum

17. All homes in this subdivision shall be approved by the developer.

18. All building plans must be approved by the developer.

19. The foregoing covenants shall bind all parties and all successors in interest which time said covenants were extended for success of a majority of the covenants, or restrictions shall in no way affect the foregoing covenants shall remain in full force

State of Indiana)
County of Hancock)

We, Dennis Lee Fry and Kathleen A. Fry, owners of the property shown and subdivided as shown on the attached plat, do hereby certify that we have caused this plat to be prepared and subdivided as shown on the attached plat by voluntary act and deed.

I, _____, a _____, hereby certify that to me to be the same certificate, appeared they signed the above deed for the purpose

Given under my hand
November

HUNTERS CHASE

SECTION TWO

RECORD PLAT - (BUCK CREEK TOWNSHIP (COVENANTS))

We, Dennis Lee Fry and Kathleen A. Fry, 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 HUNTERS CHASE, SECTION 2.

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.)" are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities 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, the rights of the Grantee of any drainage easement, 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. 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 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 said property owner shall be responsible for the payment of the bill for such repairs, forthwith.
3. 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 20 feet from the intersection of said street line (40 feet for minor street 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.
4. The same sight 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.
5. All numbered lots in this subdivision, shall be designated as residential lots. Only one single family dwelling shall be permitted on one lot. Said single family dwelling shall have an attached two or three car garage. Any outbuilding shall be constructed of new materials and be similar in appearance to the residence on the lot on which said outbuilding is constructed.
6. No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have a ground floor area of not less than 1500 square feet, exclusive of porch or garage, or 950 square feet in the case of a two story residence.
7. 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 the subdivision. Keeping livestock, except domestic pets is prohibited.

11. No noxious subdivisions or nuisances on
12. All residences starting
13. No boats on the building or parked on the street
14. No fences on street
15. All home approved
16. All built
17. The fore all part which ti extended of a maj covenant the fore shall in remain i

State of

County of

We, Dennis Lee Fry and Kathleen A. Fry, 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.

DUI
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MAF

J. Fry

I, Dennis Lee Fry, hereby certify to me to be the true and correct copy of the original plat and deed for the above described property.

Given under my hand and seal of office this 2nd day of March, 2004.

My Commi

J. Fry

Be it resolved that the above described property is hereby recorded in the public records of Hancock County, Indiana, and that the same be returned to the applicant.

PLAT OF LOT 15 IN FRS CHASE-SECTION TWO

SLIDE 31
CABINET B
INSTR. 87-8702

(COVENANTS)

estate shown
said real

11. All water systems and methods of sewage and disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.

OF LOT 15 in

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

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13. No noxious or offensive trade shall be carried on 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.

14. All residential construction must be completed within one year after the starting date, including the final grading.

15. No boat, camper, bus or trailer shall be parked closer to the street than the building setback line. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any street thereof.

16. 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 plat.

restrictions which

17. All homes in this subdivision will be built by builders selected or approved by the developers.

18. All building plans must be approved by the developers or their assigns.

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19. 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, 2022, 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 part. Invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

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State of Indiana)
) SS:
County of Hancock)

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We, Dennis Lee Fry and Kathleen A. Fry, do hereby certify that we are the 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 and voluntary act and deed.

Dennis Lee Fry
DENNIS LEE FRY

Kathleen A. Fry
KATHLEEN A. FRY

in 10 feet of the
je of the driveway
within 70 feet of
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he street.

I, _____, a notary public in and for said County and State, do hereby certify that Dennis Lee Fry and Kathleen A. Fry, personally known to me to be the same persons whose names are subscribed to the above

CHASE

SLIDE 394 Side 1
CABINET A
INSTR. NO. 87-2058

TWO

CK CREEK TOWNSHIP)
NTS)

11. No noxious or offensive trade shall be carried on 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.
12. All residential construction must be completed within one year after the starting date, including the final grading.
13. No boat, camper, bus or trailer shall be parked closer to the street than the building setback line. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any street thereof.
14. 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 plat.
15. All homes in this subdivision will be built by builders selected or approved by the developers.
16. All building plans must be approved by the developers or their assigns.
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, 2012 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 part. Invalidity of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

State of Indiana)
) SS:
County of Hancock)

We, Dennis Lee Fry and Kathleen A. Fry, do hereby certify that we are the 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 and voluntary act and deed.

DULY ENTERED
FOR TAXATION

MAR 30 1987

Dennis Lee Fry
DENNIS LEE FRY

Kathleen A. Fry
KATHLEEN A. FRY

Jane H. Roman

87-2058

MAR 30 P 12 12
HANCOCK CO. RECORDER

Oliver Lewis

I, _____, a notary public in and for said County and State, do hereby certify that Dennis Lee Fry and Kathleen A. Fry, 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 own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 24th day of March, 1987.

Maureen Bessup
Notary Public
Resident of Hancock County

My Commission Expires 2-6-90