



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.

HUNTERS CHASE

SECTION THREE

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 3.

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

11. No noxious or of subdivision nor sance or annoyanc
12. All residential starting date, i
13. No boat, camper, the building set parked on or rep thereof.
14. No fence or wall street than the
15. All homes in this approved by the c
16. All building plan
17. The foregoing cov all parties and a which time said c extended for succ of a majority of covenants, or res the foregoing cov shall in no way a remain in full fo

State of Indiana
County of Hancock

We, Dennis Lee Fry owners of the prop owners, we have c and subdivided as voluntary act and

DULY ENTERED
FOR TAXATIO

MAR 30 1987

Dennis Lee Fry
Dennis Lee Fry

I, hereby certify th to me to be the s certificate, appe they signed the at deed for the purpo

Given under my har
Dennis Lee Fry

My Commission Expi
2/6/90

Be it resolved by Indiana, that the

TERS CHASE

SLIDE 395 Side 1
CABINET A
INSTR. NO. 87-2059

SECTION THREE

.AT - (BUCK CREEK TOWNSHIP)

(COVENANTS)

real estate shown
divide said real

CHASE, SECTION 3.

shown on this
reets there shall
The strips of
lity easement (D. &
es for the instal-
nd wires, drainage
ies and to the
tures are to be
rs of lots in this
hts of the public
asement, and to the
sion.

trictions which

within the right-
be altered, dug
e written permis-
must maintain these
es. Water from
y long enough so
ed by such water.
hes only when
s have been permit-

drainage swales or
ill be given 10
after which time,

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. 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.

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

872059