



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.

SAINT JAMES MANOR

COVENANTS

The undersigned, Gemini Development Corporation ("Developer"), owner and developer of said real estate shown and described herein, does hereby lay off plat and subdivide said real estate, in accordance with the within plat.

This subdivision shall be known and designated as "SAINT JAMES MANOR", an addition to the City of Greenfield and shall be subject to the following restrictions which shall operate as perpetual covenants.

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 and maintained no buildings and structures.

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "drainage and utility easement (D. & U. E.)" to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with telephone, electric and gas, sewer and water service as a part of the respective utility systems; also is granted (subject to the prior rights of the public therein) the right to use the streets and lots with aerial service wires to serve adjacent lots and street lights, the right to cut down and remove or trim and keep trimmed any trees or shrubs that interfere or threaten to interfere with any of the said public utility equipment, and the right is hereby granted to enter upon the lots at all times for all the purposes aforesaid. No permanent buildings or trees shall be placed on said area as shown on the plat and marked "drainage and utility easement (D. & U. E.)", but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid user or the rights herein granted.

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 Greenfield Board of Public Works & Safety. 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 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 Greenfield Board of Public Works & Safety.
2. 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 Greenfield Board of Public Works & Safety 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 other shrub planting which obstructs sight lines and elevations between the heights of 3 and 12 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 diagonal line connecting 2 points measured 15 feet along each of the street property lines equidistant from the intersection of the property lines or the property lines extended, at the corner of the lot 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 line within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement.
5. All lots in this subdivision shall be designated as residential lots. No lot shall be further subdivided to create additional building lots.
6. No building shall be located nearer to the front line or nearer to the side street line than the minimum building

7. The parking shall be permissible for guests and in garage, no in or repaired thereon. The parking or of Greenfield.
8. Common areas common use and the land and the numbered lot declared a de improvements limited to te trails, and k Association p boats and any shall be gover Association. maintained by 36.
9. The streets a sidewalks, an are hereby de and benefit o.
10. The minimum s constructed o exclusive of buildings or less than 1800 one-story stru if higher than story structur total living a car attached o
11. No residence, dock, boathou erected, place subdivision un plot plan show approved as to with existing respect to the the Architectu trees and vege environment an proper concern Architectural Developer.
12. All lots in the residential pu homes during th No motor home, or other outbu permanent resid subdivision. business of any
13. All residential within eight (8) lot from the D.
14. All structures with substantial acceptable, and placed on any approved by the make extensive
15. All houses and driveways, whic currently with which shall be fifteen (15) da
16. No roof shall

COVENANTS

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7. The parking of any type or kind of vehicle shall not be permissible upon the street, other than temporary parking by guests and invitees of any owner. Except within an enclosed garage, no inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or in any street thereon. This covenant shall in no way allow temporary parking or permanent parking on streets for which the City of Greenfield has passed ordinances prohibiting such.
8. Common areas as shown on the plat are reserved for the common use and enjoyment of the lots in this addition. All land and the lake depicted upon the plat, which is not a numbered lot or otherwise specifically designated, is hereby declared a designated common area, and lake and any improvements placed in the common areas including but not limited to tennis courts, entrances, parking areas, walking trails, and boat docks shall be maintained by the Homeowners Association pursuant to the By-laws. All operations of boats and any activity upon the lake or any common area shall be governed by the By-laws of the Homeowners Association. The limited access road and Block B shall be maintained by and restricted in use to only the owner of Lot 36.
9. The streets as shown hereon with appurtenant right-of-ways, sidewalks, and street lamps, if not heretofore dedicated, are hereby dedicated to the City of Greenfield for the use and benefit of the public.
10. The minimum square footage of living space of dwellings constructed on various residential lots in the Development exclusive of porches, terraces, garages, carports, accessory buildings or basements below ground level shall contain not less than 1800 square feet of ground floor living area for a one-story structure or 1000 square feet of ground floor area if higher than one-story, provided that higher than one-story structures shall have a minimum of 2000 square feet of total living are and each dwelling shall have a two or three car attached garage.
11. No residence, building, fence, walls, structures, pier, dock, boathouse, beach or other improvements 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. The destruction of trees and vegetation and any other matter as may affect the environment and ecology of this subdivision shall be the proper concern of the Architectural Control Committee. The Architectural Control Committee shall initially be the Developer.
12. 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 dog kennel, junk yard, or commercial business of any kind will be permitted in this subdivision.
13. All residential construction on any lot must be completed within eight (8) months after the purchasing date of said lot from the Developer, including final grading.
14. All structures on any lot in the plat shall be constructed with substantially all new material, except used brick is acceptable, and no used structures shall be relocated or placed on any such tract unless specifically submitted and approved by the Architectural Control Committee, which may make extensive restrictions concerning the same.
15. All houses and garages shall be provided with hard surfaced driveways, which shall be installed by the builder concurrently with the original construction of the house, and which shall be available for the use not later than the fifteen (15) days after initial occupancy of such house.
16. No roof shall be installed having a roof pitch of less than 6/12, unless a lesser pitch is specifically approved by the Architectural Control Committee.

97
1952, PM 2:58
HANCOCK COUNTY RECORDER
James H. Gibson

DULY ENTERED
FOR TAXATION

1977
Aug 10
1977

SAINT JAMES MANOR

COVENANTS

17. No construction shall be commenced, nor shall any building, structure or other improvements (including, without limitation, but not limited to landscaping, piers, beaches, fences, walls, driveways and walkways) be erected, installed, removed, placed or altered (including changes in exterior on any lot in this plat until the building plans, specifications and plot plans (hereinafter referred to as plans) showing the location thereof and of all improvements proposed, including driveway size and location and drainage, color and composition of all exterior materials to be used shall be submitted to the Architectural Control Committee with any other information and material the Architectural Control Committee may require. Such material is to be submitted in writing by the lot owner and approved in writing by the Architectural Control Committee as to the compatibility of the interior and exterior design, appearance and location of the same with existing structures in this plat and as to the conformity of the same with the intent of the covenants and restrictions set herein. Two (2) complete set of plans and specifications for any such proposed construction or improvement shall be submitted. There shall also be submitted, where applicable, any permits or reports required by law. All such plans shall be prepared by either a Registered Land Surveyor, Engineer or Architect (other than landscaping plans that do not contemplate any construction other than planting trees, shrubbery and flowers).
18. During, and at the conclusion of, the period of any construction activity on a lot, the builder performing such construction shall be required to keep his construction activity confined to such lot and shall keep all streets adjacent to such lot free of materials and debris and in a clean state. Further, said builder shall not cause any materials or debris to be placed in the Lake at any time during the construction period. Without limiting the foregoing general requirements, a builder shall clean such adjacent streets within forty-eight (48) hours of any specific request therefore made by the Architectural Control Committee.
19. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the City of Greenfield and the Indiana Department of Environmental Management.
20. 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.
21. 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 the lot.
22. No satellite dish or communication tower/antenna shall be allowed. Any TV reception antenna shall not extend more than five (5) feet above the highest point of the primary residence on the lot.
23. Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the Architectural Control Committee.
24. In-ground swimming pools shall be placed behind the residence. Above ground pools shall not be allowed.
25. 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.
26. 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. Chainlink fencing must be of dark vinyl coating type. All fencing must be maintained in good condition.
27. The Architectural Control Committee shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for a mailbox which shall be standard for all mailboxes in this subdivision.
29. All homes in the subdivision approved by the builders approved by the Board of Health or other authority shall be permitted. All other homes will be permitted.
30. All water systems shall be installed in compliance with the Board of Health or other authority having jurisdiction.
31. No fuel storage tanks shall be permitted.
32. No outbuilding shall be permitted on this subdivision. All buildings shall conform to the plan for the rear of the lot.
33. Except to make it necessary, no trash or refuse shall be placed in front of the residence.
34. The Owner of Lot No. 3, 4, 10, 11, 15, shall be responsible for the maintenance of the same.
35. Every one of the restrictions shall be independent of, and not subject to, other restrictions and covenants. The restrictions shall be held to be invalid if they are of such quality of running as to be without effect on the quality of any other restrictions.

The foregoing covenants shall be binding on all parties to this deed as of January 1, 2013 at which time the same shall be automatically renewed for (10) years unless changed in writing by the owners of the building. The restrictions, in whole or in part, shall remain in full force and effect.

The right to enforce these covenants with the right to cause the removal of any structure or part thereof, is hereby reserved to the owners of the lots in this subdivision.

IN WITNESS WHEREOF: James D. Sweet, President of Genimi I Corporation by its President August

James D. Sweet, President
JAMES D. SWEET, PRESIDENT

STATE OF INDIANA)
) SS
COUNTY OF HANCOCK)

I HEREBY CERTIFY: that I, the undersigned, a Notary Public duly authorized to perform notary public duties, have acknowledged the foregoing covenants, to me well known and acknowledged the deed. WITNESS MY SIGNATURE
August

Phillip C. Wasson
NOTARY PUBLIC,
Resident of Hancock
My commission expires

JAMES MANOR

COVENANTS

Col. B Slide 161
INSTR NO 938976

- 29. All homes in the subdivision shall be built by custom builders approved by the Developer. No modular or concrete homes will be permitted in this subdivision.
- 30. All water systems 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.
- 31. No fuel storage tanks in this subdivision shall be permitted.
- 32. No outbuilding shall be permitted on any lot in this subdivision. All storage areas shall be incorporated within the plan for the residential structure being constructed on the lot.
- 33. Except to make it accessible for trash collection days, trash or refuse shall be stored in a location other than in front of the residence.
- 34. The Owner of Lot Number 36 shall not be bound by covenants 3, 4, 10, 11, 15, 16, 17 and 32.
- 35. 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 on the validity, enforceability or running quality of any other one of the restrictions.

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, 2013 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 in part. Invalidation of any one of the foregoing covenants, or restrictions, by judgement or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions 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 the several owners of the several lots in this subdivision and to their heirs and assigns.

IN WITNESS WHEREOF: GEMINI DEVELOPMENT CORPORATION, an Indiana Corporation, has caused these presents to be signed in its Corporate name by its President and Secretary this 23rd day of August, 1993.

James D. Sweet President
JAMES D. SWEET, PRESIDENT

Theresa J. Sweet Secretary
THERESA J. SWEET, SECRETARY

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

I HEREBY CERTIFY: that on this day personally appeared before an officer duly authorized to administer oaths and take acknowledgements, James D. Sweet, President and Theresa J. Sweet, Secretary of Gemini Development Corporation, an Indiana Corporation, to me well known to be the persons herein described and acknowledged the execution thereof to be their free act and deed. WITNESS MY SIGNATURE AND OFFICIAL SEAL THIS 23 DAY OF August, 1993.

Phyllis C. Wasson
NOTARY PUBLIC,
Resident of Hancock County, Indiana.
My commission expires 12-28-94.

DULY ENTERED
FOR TAXATION

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Marilyn W. Austin
Auditor of Hancock County
SHEET NO. 5 OF 6

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Theresa J. Sweet
HANCOCK COUNTY RECORDS

SAINT JAMES MANOR

COVENANTS

PLAN COMMISSION STAFF CERTIFICATE:

The Greenfield City Plan Commission staff has reviewed the application for this plat for technical conformity with the standards fixed in the subdivision control code, in accordance with the provisions of the Indiana Advisory Planning Law, IC 36-7-4-706, and hereby certifies that this plat meets all of the minimum requirements in the code of ordinances of Greenfield, Indiana.

GREENFIELD CITY PLAN COMMISSION

Heenan C. Staddy
BUILDING INSPECTOR OF
GREENFIELD, INDIANA

DATE: August 24, 1993.

COMMISSION CERTIFICATE FOR PRIMARY APPROVAL

Under authority provided by the Indiana Advisory Planning Law, IC 36-7-4, enacted by the General Assembly of the estate, and all acts amendatory thereto, and an ordinance adopted by the City Council, this plat was given primary approval by the City Plan Commission as follows:

Approved by the Greenfield City Plan Commission at a meeting held October 13, 1992.

GREENFIELD CITY PLAN COMMISSION

(SEAL)

Wale B. Dener
PRESIDENT

COMMISSION CERTIFICATE FOR SECONDARY APPROVAL

Under authority provided by the Indiana Advisory Planning Law, IC 36-7-4, enacted by the General Assembly of the estate, and all acts amendatory thereto, and an ordinance adopted by the City Council, this plat was given secondary approval by the City Plan Commission as follows:

Approved by the Greenfield City Plan Commission at a meeting held August 23, 1992.

GREENFIELD CITY PLAN COMMISSION

(SEAL)

Wale B. Dener
PRESIDENT

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE

This plat was given approval by the Board of Public Works and Safety of the City of Greenfield, Indiana, at a meeting held on the 23 day of August, 1993.

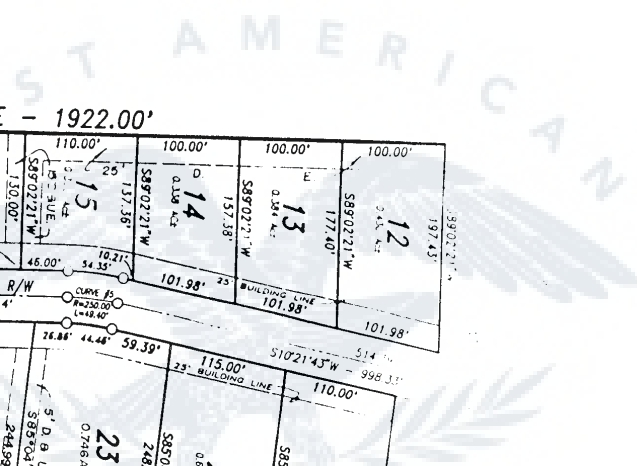
Keith J. McClannan
(CHAIRMAN)

Patricia E. ...
(RECORDING SECRETARY)

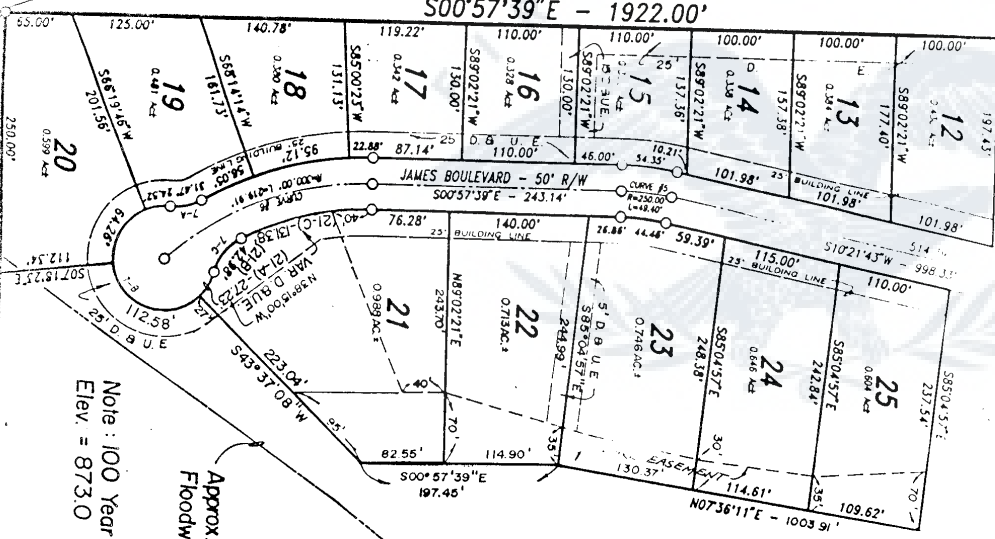
HANCOCK SOIL AND WATER CONSERVATION DISTRICT CERTIFICATE:

As provided in the local soil and water conservation district program and authorized under State of Indiana enabling legislation, the Board of Supervisors have reviewed the plat and plans for Saint James Manor

It has been determined that the plat and plans have incorporated adequate measures for water disposal and/or erosion control for the soil conditions present.



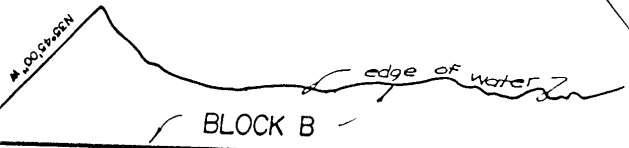
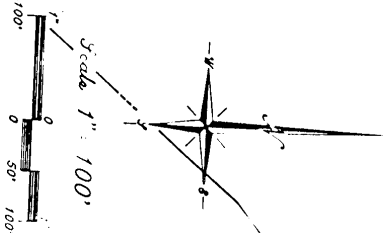
S00°57'39"E - 1922.00'



Note: 100 Year Flood Plain
Elev. = 873.0

Approx. location of
Floodway line

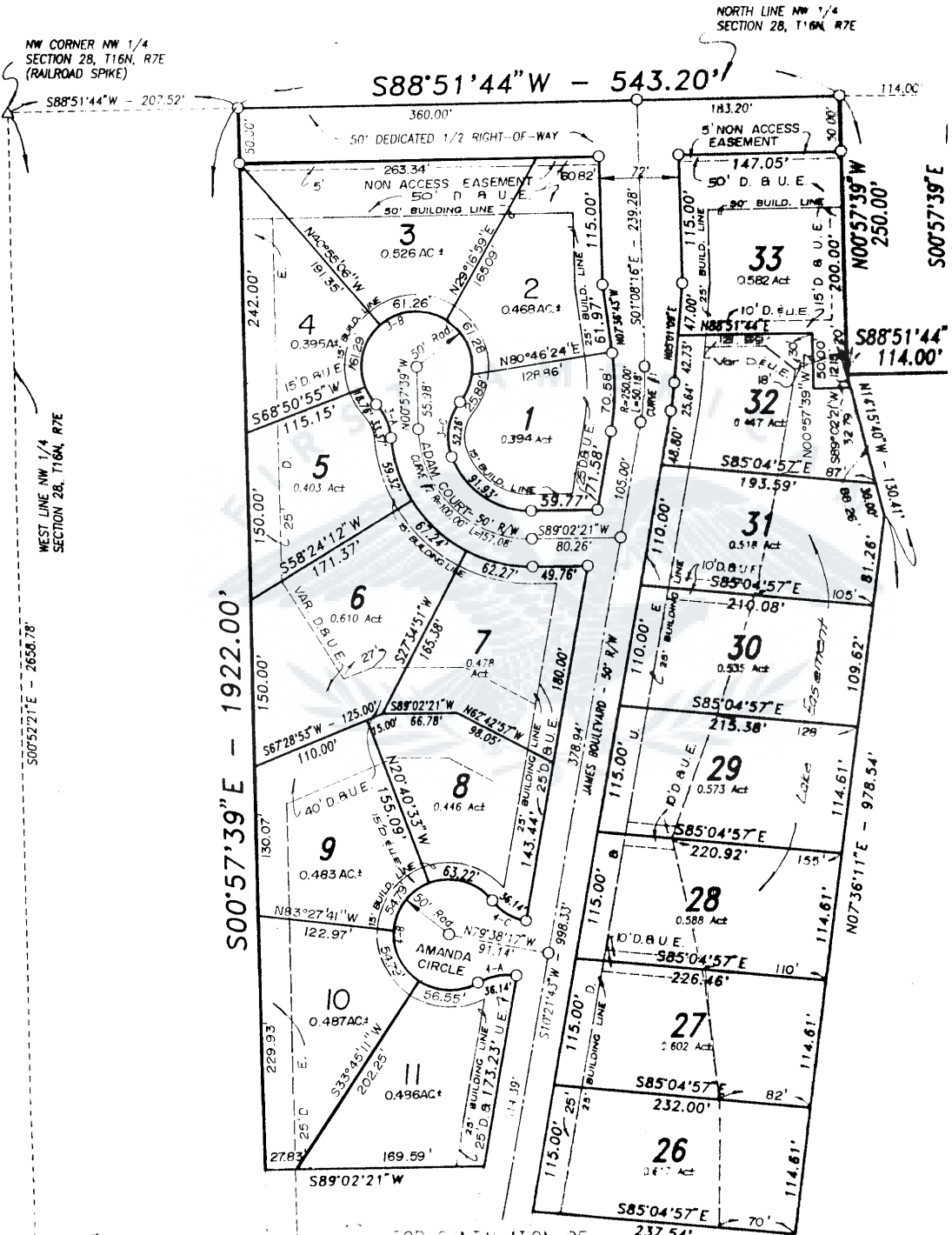
(COMMON AREA)
BLOCK "A"



SAINT JAMES M

RECORD PLAT

MINIMUM SIDE YARD SETBACK = 10'
MINIMUM REAR YARD SETBACK = 25'



NW CORNER NW 1/4
SECTION 28, T16N, R7E
(RAILROAD SPIKE)

NORTH LINE NW 1/4
SECTION 28, T16N, R7E

WEST LINE NW 1/4
SECTION 28, T16N, R7E

S00°52'21"E - 2658.78'

S.W. CORNER NW 1/4
SEC. 28, T16N, R7E
(STONE FOUND)

FOR CONTINUATION OF
PLAT, SEE SHEET TWO.

○ - DENOTES 5/8" REBAR TO BE SET
WITHIN 60 DAYS OF RECORDING
OF PLAT

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