



*First American
Title Insurance Company*

INDIANA

Not Just for One Transaction, But for Life

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Indianapolis Downtown—Corporate
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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.

I, the undersigned, Nancy L. Reilly, 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 "Country Ridge".

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, 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 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 "DRAINAGE AND UTILITY EASEMENT" (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 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 unit 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 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.
11. 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 1200 square feet, exclusive of porch or garage. Each residence shall have an attached two car garage included in the construction. The residence shall be constructed of a minimum of 40 per cent brick or masonry stone.
12. No trailer, tent, shack, basement, garage, barn or other out-buildings 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 a nuisance to the neighborhood.
14. No concrete block house shall be permitted on any lot in this subdivision.
15. Driveway pipes with a minimum of 12 inches diameter shall be placed at all lot entrances.
16. After beginning construction of a residence on any lot in this subdivision, it must be completed within 1 year.
17. Invalidation of any of these restrictions shall in no wise affect the other restrictions.
18. 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.

I, Nancy L. Reilly, do hereby certify that I am the owner of the property described in the above caption and that as such owner, I have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as my own free voluntary act and deed.

Nancy L. Reilly

 NANCY L. REILLY

APPROVED BY HANCOCK COUNTY PLANNING
 COMMISSION Feb 16, 1984.

APPROVED & ACCEPTED BY BOARD
 OF COUNTY COMMISSIONERS May 21, '84