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.
THE OWNER OF ANY LOT SHALL NOT INSTALL OR MAINTAIN ANY TRENCHES, SEWERS, OR SEPTIC SYSTEMS, OR ANY OTHER CONDUIT OR FACILITY WHICH MIGHT CAUSE THE SUBDIVISION TO BE UNLEGAL OR UNCONFORMING WITH THE REQUIREMENTS OF THIS EASEMENT ACQUISITION AGREEMENT.

12. No animals, livestock or poultry. However, dogs, cats and other pets only, and not for breed kept which unreasonably interfere with the peaceful enjoyment of any person living on the property.

13. No fence, wall, hedge, tree or shrub between 2.5 and 8 feet above the grade line of any of the property bounding the subdivision, unless approved in writing by the developer, and not for the purpose of obscuring the view of any other property.

14. No apples, pears, plums or other fruit trees shall be planted on any lot.

15. The following covenants are to be run and maintained in a good and usable condition, and not for the purpose of obscuring the view of any other property.

16. All residential home construction permits have been obtained.

17. The right to enforce these covenants remains with the developer, its successors and assigns.

IN WITNESS WHEREOF: LESLIE KIRBY & ASSOCIATES, INC. has signed this instrument as its own voluntary act.

Witness my hand and notarial seal this 192 day of 2023.

STATE OF INDIANA
COUNTY OF Hancock

Before me, the undersigned Notary Public, in and for the State of Indiana, personally appeared Leslie Kirby & Associates, Inc., and acknowledged the execution of the foregoing instrument, which instrument consists of two printed pages and two written pages, to be in all lawful ways executed.

I, Mark M. Dudley, Notary Public, do hereby certify that I have read the instrument and that the same is a true and correct copy of the original instrument, and the same is a true and correct copy of the original instrument, and the signature of the person or persons signing the instrument is genuine.

Resident of Hancock

VENANTS —

11. The owner of any lot shall at all times maintain the lot and any improve-
ments situated thereon in such a manner as to prevent the lot or improve-
ments from becoming unsightly and, specifically, such owner shall:

A. Keep the Lot at such times as may be reasonably required in order to
prevent the unsightly growth of vegetation and noxious weeds;

B. Remove all debris and rubbish;

C. Prevent the existence of any other condition that reasonably tends to
detract from or diminish the aesthetic appearance of the Real Estate;

D. Cut down and remove dead trees;

E. Where applicable, prevent debris and foreign material from entering
drainage areas;

F. Keep the exterior of all improvements in such a state of repair or main-
tenance as to avoid their becoming unsightly.

12. No animals, livestock or poultry of any kind shall be bred or kept on any lot.
However, dogs, cats and other household pets may be kept for personal pur-
poses only, and not for breeding or other commercial uses. No pet may be
kept which unreasonably interferes with or endangers any person or the
property of any person located within the subdivision.

13. No fence, wall, hedge, tree or shrub planting which obstructs sight lines or
involves 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.

The same right line 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 driveway structures
shall be located within driveway limits.

14. No sump pump drains or other drains shall outlet onto the street.

15. No trees shall be planted in the Hancock County Right of way.

16. No wood foundation shall be permitted for a residence on any lot in this subdivision.

17. No modular or manufactured home shall be constructed upon any lot in this subdivision.

18. All residential home construction must be completed within one year after the building
permit has been obtained.

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, 2018, at which time
said covenants shall be automatically extended for successive periods of ten years
unless changed by vote of a majority of the then owners of the buildings sites
covered by these covenants in whole or in part. Invalidation of any one of the
foregoing covenants by judgement or court order shall in no way affect any of the
other covenants, 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 dedicated to the public, and reserved
to the several owners of the several lots in the subdivision and to their heirs and
assigns.

IN WITNESS WHEREOF, LESLIE KIRBY & STEWART RAPFERT, have cause these presents
to be signed this 23d day of July, 1996.

Leslie Kirby

Stewart Rapfert

STATE OF INDIANA
COUNTY OF Hancock

Before me, the undersigned Notary Public, in and for the County and State, per-
sonal appeared Leslie Kirby and acknowledged the execution of the foregoing
instrument as his own voluntary act and deed, for the purposes therein expressed.

Witness my hand and notarial seal this 23d day of July, 1996.

Mark F. Dudley
Notary Public

Resident of Hancock

My Commission Expires:

Duly entered for tax assessment.

OCT 9 1996

ADALE Neer, Hancock County
ASHCRAFT FARMS

- RECORD PLAT -

- SIGNATURES, CERTIFICATIONS AND LEGAL DESCRIPTION -

DEED OF DEDICATION

The undersigned 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 ASHCRAFT FARMS. All streets and alleys and public open spaces shown and not therefore dedicated are hereby dedicated to the public.

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 building or structure. The strips of ground shown on this plat and marked "Easement" are reserved for the use of public utilities for the installation of water and sewer mains, poles, lines, wires, drainage facilities subject to all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land. But owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners or other lots in this subdivision.

CERTIFICATE OF OWNERSHIP

State of Indiana
County of Hancock

I, Leslie Kirby, do hereby certify that I am the owner of the property described in the plat of ASHCRAFT FARMS and that as such owner I have caused the herein described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

Leslie Kirby

STEWART RAPERT

State of Indiana
County of Hancock

I, Leslie Kirby, do hereby certify that I am the owner of the property described in the plat of ASHCRAFT FARMS and that as such owner I have caused the herein described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

Leslie Kirby

STEWART RAPERT

A part of the East Half of the Southeast Quarter Township, Hancock County,

Comencing at a brass monument near 89 degrees 27 minutes 50 seconds East 469.29 feet to a point that is 23.04 feet per仪器 Number 90-1954 in the Office of the Recorder of Hancock County, thence continuing North 89 degrees 27 minutes 50 seconds West the Northwest corner of a ten acre tract, said Recorder, thence South 89 degrees 27 minutes 50 seconds East 469.29 feet to a capped 3/4" tee 601.66 feet to the point of beginning.

Subject, however, to all legal highways.

CERTIFIED: April 25, 1996

MARK M. DUDLEY
NOTARY PUBLIC STATE OF INDIANA
HANCOCK COUNTY

MARK M. DUDLEY
NOTARY PUBLIC STATE OF INDIANA
HANCOCK COUNTY
MY COMMISSION EXPIRED MAR. 13, 1996

ACCEPTANCE OF DEDICATION

It is resolved by the Board of County Commissioners, Hancock County, Indiana, that the dedications shown on this plat are hereby approved and accepted this 4th day of October, A.D. 1986.
RAFT FARMS
- RECORD PLAT -

2. CERTIFICATIONS AND LEGAL DESCRIPTION -

PLAN COMMISSION APPROVAL

Approved by the Hancock County Area Plan Commission in accordance with the Subdivision Control Ordinance

By: G. W. Kennedy

SECRETARY

DATE: 5/28/96

Val unless rescinded before 5/28/96

I, the undersigned Registered Land Surveyor, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana, and that I do hereby further certify that I have surveyed the property described herein and that I have subdivided the same into lots as shown on the herein described plat. This plat correctly represents said survey and subdivision in every detail. Monuments shown are in place as located. All lot corners are marked with 5/8 inch rebars with a plastic cap. Dimensions are shown in feet and decimal parts thereof.

A part of the East Half of the Southeast Quarter of Section 9, Township 15 North, Range 4 East in Sugar Creek Township, Hancock County, Indiana, and part being more particularly described as follows:

Commencing at a corner monument marking the northeast corner of said Quarter Section, thence North 89 degrees 37 minutes 30 seconds West (mentioned bearing) along the south line of said Quarter Section 686.00 feet to a point laid in 25.04 feet East of the Southwest corner of a 0.910 acre tract of land per Instrument Number 228-1844 in the Office of the Recorder of Hancock County, Indiana, and being the POINT OF BEGINNING of this descriptie. thence continuing North 89 degrees 37 minutes 50 seconds West along said South line 334.00 feet to a railroad grade at the Southwest corner of the East Half of said Quarter Section; thence North 50 degrees 21 minutes 18 seconds West along the West line of said Half Quarter Section 686.00 feet to the Northwest corner of a ten acre tract of land as described in Instrument 30352 in the Office of the Recorder; thence South 50 degrees 37 minutes 50 seconds East along the North line of said ten acre tract 686.00 feet to a capped 5/8 inch rebar; thence South 60 degrees 19 minutes 33 seconds West 856.00 feet to the point of beginning, containing 8314 acres, more or less.

Subject, however, to all legal highway, rights of way reservations and restrictions of record.

CERTIFIED: April 25, 1996

MARK W. DALEY
REGISTRAR OF INDIANA COUNTY

IN CHANCELLOR'S OFFICE, MAR. 11, 1996

PHILIP D. GOSS
REGISTERED LAND SURVEYOR, DU39400003

PHILIP D. GOSS, Registered
Land Surveyor, DU39400003

DULY ENTERED FOR TAXATION

OCT 4, 1996