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.
EDAR CREEK ESTATES
COVENANTS AND SIGNATURES

9. No bays or decks shall be erected nearer to the front lot line or a side lot line than the front line of principal residence except in such lot, and such bays or decks shall not be more than 42 inches above grade, provided, however, that not more than four (4) feet in height or fifteen (15) feet in length, may be erected in front of the front line of such residence, excepting walkways, terraces, foyers, entries, entrance porches or decks that may be six (6) feet in height. All bays erected on any lot shall be subject to the restrictions hereinafter defined.

10. No fence or other partition shall be erected or open upon any lot in the subdivision nor shall anything be done therein which shall be or become a nuisance to the neighborhood.

11. All yard dimensions and restrictions shall be in accordance with the City's Zoning Ordinance, subject to any variance, waiver or special exception of any kind granted by the appropriate governmental agencies or officials having jurisdiction to do so.

12. The minimum lot size and lot area firm line included shall be sixty feet on the frontage of the lot for single-family dwellings, beginning at square feet and for diagonal lots or lots of equal area, feet on the front line of the lot. Each house shall be surrounded by a setback area of feet on the front line of the lot.

13. No house and garage shall be permitted on more than one half of the area of the garage or a structure therewith, which shall be of the size of the garage and which shall be located on the front line of the lot.

14. There shall be, and hereby is, created and established a committee to be known as the "Vacant Lots Architectural Committee." Such committee shall meet at least once a year to establish and enforce the standards and requirements contained in this agreement and any amendments hereto. The committee shall consist of three (3) members, each of whom shall be elected by the owners of the lots in the subdivision, and who shall hold office for a term of one (1) year or until their successors shall be elected as hereinafter provided. The committee shall have full power and authority to establish and enforce such standards and requirements contained in this agreement and any amendments hereto, and any sale or conveyance of land in the subdivision.

15. No construction shall be commenced, nor shall any building structure, or anything erected, improved, increased or manufactured on any lot in the subdivision until the same shall have been approved by the Architectural Committee, as herein defined, or such other committee as the Architectural Committee may authorize in the event of their death, disability or incapacity of any member thereof or any member thereof shall be removed from office for violation of any provision hereunder.

16. No real estate shall be included having a roof pitch of less than 3/12 unless a lease pitch is specifically approved by the Architectural Committee.

17. All exterior walls shall be finished in wood, brick or masonry. All plumbing or sewer pipes shall be located to the rear of the lots. No pump drawn wells, water softening systems or other devices shall be installed upon any lot in the subdivision except as herein provided.

18. Each residence shall be provided with a mailbox to be furnished and installed by the owner concurrently with the original construction of the principal residence on such lot, prior to the date of occupancy of such residence. All mailboxes shall be of the same design, in accordance with standard mailbox design approved by the Architectural Committee.

19. The owner of each lot shall at all times be required to maintain his lot and the exterior integrity and appearance of all structures and improvements thereafter, from becoming unsightly, such owner shall re-paint, re-shingle or replace any surface of improvements or structures or any part thereof if it is determined by the Architectural Committee that any such lot, building or structure is not kept in good order and repair.

20. The placement of any lot in the subdivision, or the sale or conveyance of any lot or any part thereof, unless permitted by the Architectural Committee or Homeowners Association.

21. No parking of any vehicle, either in a garage, or at the lot line, or in any driveway, shall be permitted on any lot in the subdivision. The definition of "driveway" shall be as hereinafter defined. The driveway shall be approved by the Architectural Committee and shall be constructed and maintained in accordance with the standards and requirements contained herein. No street or public utility service or streets, upon the premises shall be approved by the Architectural Committee. All sidewalks shall be constructed and installed in accordance with the original construction of the lot or buildings, and shall be fully completed and installed for use in accordance with these standards.

22. No fence, wall or other partition shall be permitted on any lot in the subdivision, unless permitted by the Architectural Committee or Homeowners Association.

23. No sign or signboard shall be permitted on any lot in the subdivision, unless permitted by the Architectural Committee or Homeowners Association.

24. No trees, shrubs, flowers, plants, vines, or other vegetation shall be planted, maintained, or permitted to grow, on any lot in the subdivision, unless permitted by the Architectural Committee or Homeowners Association.

25. No music shall be played, nor shall any radio or television, nor shall any other device be used on any lot in the subdivision, unless permitted by the Architectural Committee or Homeowners Association.

26. No pets, including dogs, cats, or any other animal or animals shall be permitted on any lot in the subdivision, unless permitted by the Architectural Committee or Homeowners Association.

27. No fences, walls, or other partitions shall be placed on any lot in the subdivision, regardless of whether it is owned by the Homeowners Association, unless permitted by the Architectural Committee or Homeowners Association.

28. No planting of any tree, shrub, or other vegetation shall be permitted on any lot in the subdivision, unless permitted by the Architectural Committee or Homeowners Association.

29. No signs, signboards, or any other device shall be placed or displayed on any lot in the subdivision, unless permitted by the Architectural Committee or Homeowners Association.

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fences shall be erected nearer to the front lot line of a lot than the front line of said residence, or the lot line of any street between the said residence and such street, of fifteen (15) feet.

20. The width of all streets shall be at least six (6) feet, and the curbs and gutters shall be at least six (6) inches deep and two (2) inches thick. All streets shall be paved with asphalt or concrete, and shall be kept in good condition at all times.

21. No building shall be erected on any lot unless it is in conformity with the setback regulations established by the Architectural Committee, and such building shall comply with all other regulations and restrictions contained in these Covenants.

22. All dwelling units shall be single-family dwellings, and shall be designed and constructed in accordance with the Architectural Standards set forth herein.

23. No building or structure shall be erected or constructed within the setback lines of any street or public right-of-way, unless such building or structure is approved by the Architectural Committee.

24. All streets, sidewalks, and alleys shall be maintained in a safe and serviceable condition at all times, and shall be kept free from all obstructions.

25. All streets, sidewalks, and alleys shall be paved with asphalt or concrete, and shall be kept in good condition at all times.

26. No yard or lot shall be occupied by any building or structure which is not in conformity with the Architectural Standards set forth herein.

27. All buildings, yards, and lots shall be kept clean and free from all obstructions, and shall be maintained in a safe and serviceable condition at all times.

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Any property owner,星星, or damaging swales or ditches will be
held responsible for such action and will be given 10 days notice by registered mail
to make said repairs, after which time, if no notice is taken, the Town Council of the
Town of New Palestine, Indiana will cause said repairs to be accomplished and the bill
for such repairs will be sent to the offending property owner for immediate payment.

The within covenants, limitations and restrictions are to run with the land and shall
be binding on all parties and person claiming under them so long as they remain in
effect in accordance with the terms hereof. The right to enforce the within
provisions, restrictions and covenants by injunction together with the right to cause
the record by due process of law of any structure erected or maintained in violation
thereof is hereby declared and reserved to each of the owners of the several lots in
this subdivision their heirs or assigns. Likewise, the Architectural Committee, his successors and assigns, all of whom shall be entitled to
such relief without being required to show any damage of any kind to any such
owner, owners or party by or through any such violation of aforesaid violation. Such
provisions shall be in full force and effect for a term commencing on the date this
instrument is recorded and existing on December 31, 2004, at which time said
provisions, limitations and restrictions shall be automatically extended for successive
periods of 10 years each unless, by a vote of the majority of the then owners of the
lots in the subdivision, it is agreed to change (or terminate) these provisions.

By order and resolutions in written or in part present, however that no change or
termination of said covenants, limitations, and restrictions shall affect any covenant
hereby created or granted unless all persons entitled to the benefited use and
effort of such covenant and consent thereto, revocation or termination of any of the
provisions and restrictions contained herein by judgment of court order
shall in no way affect any of the other provisions which shall remain in full force and
effect.

Witnesse our hands and seals this 22 day of October, 1999.

K. L. Investments

Michael D. Langley

STATE OF INDIANA
COUNTY OF HANCOCK

Subscribed and sworn to before me this 22 day of October, 1999.

Sylvia M. Spagali

NOTARY PUBLIC

Shirley M. Spagali

by Commissioner Cap. 183-21, 21 SGD

County of Hancock

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

New Palestine Plan Commission Staff

Under authority provided by the Indiana Planning Law, IC 36-7-4, enacted
by the General Assembly of the State of Indiana, and all acts supplementary thereto, and
an ordinance adopted by the Town Board of Trustees of New Palestine, Indiana, this
plot was given primary approval by the New Palestine Plan Commission this 22 day of April, 1987.

New Palestine Plan Commission

Under authority provided by the Indiana Planning Law, IC 36-7-4, enacted
by the General Assembly of the State of Indiana, and all acts supplementary thereto, and
an ordinance adopted by the Town Board of Trustees of New Palestine, Indiana, this
plot was given secondary approval by the New Palestine Plan Commission this 1 day of December, 1987.

New Palestine Plan Commission

The parts of this plat requiring their approval were given approval by the Town Board of
Trustees of the Town of New Palestine, Indiana at a meeting held on the
22 day of April, 1987.

President

Clerk - Treasurer

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
plot and plans for "CEDAR CREEK RESERVOIR". It has been determined that this
plot, and plans have incorporated adequate measures for water drainage and erosion
control for the soil conditions present.

Certified at a meeting held on the 1 day of January, 1997.

Chairman

legislative会议室