Subdivision Covenants and Restrictions

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FOX COVE
SECTION FOUR
COVENANTS

We, GRF Design and Development, Inc., by Harold Gibson, President, 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 Fox Cove, Section Four. All
streets shown and not heretofore dedicated are hereby dedicated to the public.

Front building setbacks 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.) or drainage easement
(D.E.) are reserved for the use of the public utilities for the installation of water
and sewer mains, poles, ducts, line and wires, and drainage facilities. The strips
of ground are 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, and to the rights of the
owners of the other lots in this subdivision. Perimeter drains around absorption
fields are permitted within the easements labeled D. & U.E. or U.E. The
easements labeled "Landscape Easements" are hereby granted to the
Developer and Homeowners Association and are reserved for landscaping,
trees, shrubs, flowers, signs and other incidentals associated with these items,
and are to be maintained, repaired or replaced by the Homeowners Association.
The lot owners in this addition shall take title to their lots subject to the rights of
the Homeowners Association.

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 Drainage Board (Commissioner).

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 are installed as set out in 7.1-47 of the Hancock County
Subdivision Control Ordinance.

2. **Altering Drainage Swales.** 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 Hancock
County Drainage Board (Commissioners) will cause said repairs to be
accomplished, and the bill for such repairs will be sent to the affected
property owner for immediate payment.

Open channel and tile drains within all drain easements shall be
regulated drains subject to Indiana Code 36-9-27 and its amendments.

It shall be the responsibility of the owner of any lot or parcel of land within
the area of this plat to comply at all times with the provisions of the
drainage plan as approved for this plat by the Hancock County Drainage
Board through its agents, the Hancock County Surveyor and the Hancock
County Engineer, and the requirements of all drainage permits for this
plat by said Hancock County Drainage Board.

The property shall be graded pursuant to the final construction plan and
may not thereafter be changed without the written approval of the
Hancock County Surveyor, whose decision may be appealed to the
Hancock County Drainage Board.

3. **Corner Lots.** No fence or shrub planting will
be placed or permitted within
the area formed by the street
right-of-way 40 feet from the interior
40 feet from the interior
and 75 feet from any
75 feet from any
intersection
intersection
line. No driveway
line. No driveway
shall be closer than two
shall be closer than two
street center lines.
street center lines.

4. **Drains.** No sump pump
No sump pump
shall be placed or permitted
shall be placed or permitted

5. **No Trees in Right-of-
No trees in Right-of-
Way.** Trees shall not be planted in the Homeowners
Way.** Trees shall not be planted in the Homeowners
Association easements created by this plat.
Association easements created by this plat.

6. **Driveways.** All driveways
All driveways
shall be at least one foot
shall be at least one foot
wide and have a
wide and have a
good-quality surface.
good-quality surface.

7. **Utility Easements.**
Utility Easements.** This plat which are hereafter
This plat which are hereafter
utilized for the installation
utilized for the installation
shall be maintained and
shall be maintained and
repaired by the Homeowners
repaired by the Homeowners
Association.
Association.

8. **Minimum Living Space.**
Minimum Living Space.** The
The
minimum square footage
minimum square footage
shall be 1200 square feet
shall be 1200 square feet

9. **Architectural Design.**
Architectural Design.** No building plans
No building plans
shall be submitted for any
shall be submitted for any
structure which is
structure which is
not in conformance
not in conformance
with the Architectural
with the Architectural
Control Ordinance.
Control Ordinance.

10. **Building Location.**
Building Location.** No
No
building shall be placed or
building shall be placed or
erected closer than
erected closer than

Duly Entered
For Taxation
Oct 12 1989

[Signature]
3. Corner Lots. 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. The same
sight 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 (2) street center lines.

4. Drainage. No sump pump drains or other drains shall outlet onto the street.
No drainage structures shall be located within driveway limits.

5. Trees in Right-of-ways and easements. No trees or landscaping shall
be planted in the Hancock County road right-of-way or in the drainage
easements created and shown on the plat.

6. Driveways. All driveways shall be paved with concrete, asphalt, or other
all-weather surface materials as provided by the owner or its assigns. No
gravel or stone driveways will be permitted.

7. Utility Easements. There are strips of property as shown on the recorded
plat which are hereby designated and reserved for use of the public
utilities for the installation and maintenance of utilities and drainage
facilities (hereinafter referred to as Utility Easement). No permanent or
other structure or obstruction except for perimeter drains for absorption
fields shall be erected or maintained on such Utility Easement but each
owner shall take title to that part of the Utility Easement comprising a part
of his lot, subject to the rights of such public utility for ingress and egress
in and along, across, through, and over the Utility Easement.

8. Minimum Living Space Areas. The minimum square footage of living
space of dwellings constructed on the residential lots in the Development
exclusive of porches, terraces, garages, finished living area above
garages which otherwise would be considered attic space, carports,
accessory buildings or basements below ground level shall contain no
less than 1900 square feet of ground floor living area for a one-story
structure or 1200 square feet of ground floor living area if higher than
one-story, provided that higher than one-story structures shall have a
minimum of 2200 square feet of total floor living area and each dwelling
shall have a two or three car attached garage.

9. Architectural Design. No building, fence, walls or other structure 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. Only wood, masonry, brick or stone
exteriors shall be permitted. Vinyl siding shall not be permitted on the
exterior of the structure. Only masonry, brick or stone chimneys are
permitted. Ventless fireplaces shall utilize flues which exit the roof of the
structure. No log homes, modular or concrete homes shall be permitted.
No wood foundations or wood basements shall be permitted.

10. Building Location. No building shall be located on any lot nearer to the
front line or nearer to the side street line than the minimum building
setback lines shown on the plat. No accessory building shall be located
closer to any front or side lot line than the required minimum front and
side yard distance for the primary dwelling.
11. **Residential Use Only.** 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 commercial business of any kind will be permitted in this subdivision. Only one single family dwelling with attached garage shall be permitted on one lot.

12. **Limitation on Time.** All residential construction on any lot must be completed within one (1) year after the starting date, including final grading and hard-surfaced driveway.

13. **Parking Limitations.** No inoperative or unlicensed vehicle shall be parked on or repaired on any lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck, school bus or other vehicle of any kind may be parked in the subdivision unless such vehicle is kept in the garage, except for personal automobiles, vans and pick-up trucks.

14. **Architectural Control Committee.** The Architectural Control Committee shall be composed initially of the Developer, and after completion of the development, by a committee of three (3) homeowners designated by the Developer for the term of one (1) year and serving thereafter until their successors are elected by a majority vote of the homeowners in the development. The purpose of the Committee shall be to enhance and protect the value, desirability, and attractiveness of the development as a whole and to ensure that all buildings, fences, walls or other structures are harmonious with the overall architectural character of the development.

15. **Water Systems.** All water systems and methods of sewage treatment and disposal in this subdivision are to be in compliance with the regulations or procedures of the State Board of Health or other civil authority having jurisdiction.

16. **Fuel Tanks.** No fuel storage tanks, above or below ground, shall be allowed in this subdivision.

17. **Lot Maintenance.** 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.

18. **Nuisances.** 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 any lot. Garbage and trash will be kept in approved containers which are not visible from the street, except on collection day.

19. **Outbuildings.** Outbuildings or accessory buildings shall be permitted on any lot only if approved by the Architectural Control Committee. The approval for such structures shall be in the same manner as is required for a primary residence. The maximum size of any outbuilding or accessory structure shall not exceed 600 square feet. All outbuildings and accessory structures shall be required to have exteriors similar in appearance to the primary residence. No metal outbuildings shall be approved or constructed.

20. **Antennas.** Only digital satellite systems not exceeding 18" in diameter, shall be permitted in the development. Said system shall be allowed only if located on the rear of the primary residence.

21. **Solar Technology.** No devices for solar technology of any kind will be allowed in this subdivision.

22. **Swimming Pools.** Swimming pools must be placed behind the residence. Above ground pools will not be permitted.

23. **Pets.** No animal kept on any lot, except for dogs kept, provided the purpose. Any such animal in the subdivision shall be kept on a leash at all times.

24. **Fencing.** Fencing shall be placed on the property line and in such a manner as to maintain the setback requirements. The fence shall be constructed of concrete or brick walls.

25. **Mailboxes.** The standard mailbox shall be installed and shall be maintained in a good condition.

26. **Sidewalks.** Each building shall have a sidewalk running from the front of their property to the street.

27. **Buildings.** All buildings shall be approved by the Architectural Control Committee.

28. **Homeowner’s Association.** The Homeowner’s Association shall be incorporated as required by law.

29. **Sump Pumps.** Sump pumps shall be installed in all buildings to prevent flooding.

30. **Duration of Covenants.** These Covenants shall remain in full force and effect for as long as it is possible for the property owner to maintain the property in a manner consistent with the Covenants.

**Duly Entered for Taxation**

**Oct 1, 1999**

*Signature*

*Notary Public in the State of Michigan*
23. **PETS.** 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.

24. **FENCING.** 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 and approved by the Architectural Control Committee. Chainlink fencing must be of the dark vinyl coated type. All fencing must be maintained in good condition. On corner lots an additional requirement is that fences may not be placed closer to the street than the building setback line on the side of the residence.

25. **MAILBOXES.** The Architectural Control Committee shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for the mailbox which shall be standard for all mailboxes in this subdivision. All mailboxes and posts shall meet the requirements of the Hancock County Ordinance governing mailboxes.

26. **SIDEWALKS.** Each homeowner (lot owner) shall be responsible for constructing a four (4) foot wide concrete sidewalk of 4,000 strength plain cement four (4) inches thick, sloped 1/4 inch per foot toward the street with expansion joints each forty-eight (48) feet, along the entire street frontage of their respective lot. The sidewalk shall also have traverse joints each six (6) feet and be placed on an acceptable compacted subgrade. The sidewalk shall be constructed prior to completing finish lot grading. The sidewalk shall be located one (1) foot inside the street right-of-way line, (not on the lot) and parallel to the street right-of-way line. The Homeowners Association shall be responsible for maintenance and upkeep of the sidewalk after initial construction except for any damage done by the adjoining lot owner.

27. **BUILDERS.** All homes in this subdivision shall be built by custom builders approved by the Developer or the Architectural Control Committee if so assigned by the Developer.

28. **HOMEOWNER'S ASSOCIATION.** Each lot owner shall be required to join the Homeowner's Association for the purposes outlined in the Homeowner's Association By-Laws.

29. **SUMP PUMPS.** Sump pumps installed to receive and discharge groundwaters or other storm waters shall be connected to the storm sewer where possible or discharged into a designated storm drainage channel. Sump pumps installed to receive and discharge floor drain flow or other sanitary sewage shall be connected to the sanitary sewers. A sump pump shall be used for one function only, either the discharge of stormwaters or the discharge of sanitary sewage.

   Footing drains shall be connected to storm sewers where possible or designated storm drainage channels. No footing drains or drainage tile shall be connected to the sanitary sewer.

   No roof downspouts, roof drains, or roof drainage piping shall be connected to the storm drainage system. No down spouts or roof drains shall be connected to the sanitary sewers.

   No sump pump, footing drain, roof downspout, or basement drain shall be connected to any street underdrain.

30. **DURATION OF COVENANTS.** The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them. At any time, a covenant may be changed in whole or in part upon an affirmative vote of eighty percent (80%) of the then owners of lots in the subdivision, and with the consent of the Developer. If the Developer does not own one or more lots in the subdivision, the consent of the Developer shall not be required. Invalidation of any of the foregoing Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
31. Enforcement of Covenants. The right to enforce these covenants 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 any owner of any of the real estate in this subdivision, including the Developer. However, such time as the Developer no longer owns any property contained in this subdivision Section, the Developer no longer has any right, obligation or standing to enforce any covenant. The cost of enforcement of any violation of the covenants contained herein, including any expenses and attorneys’ fees, shall be charged to the property owner in violation, and such costs, expenses and fees shall be collectible in the same manner as assessments as provided herein.

32. Severability. 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 the holding shall be without effect on the validity, enforceability or running quality of any other one of the restrictions.

33. Lots 83 thru 87 will include a separate body of water. This body of water serves as a retention for drainage areas and outlets for surface water in Fox Cove Section 4. Only the owners of the lots herein mentioned as respects the pond upon which their lots abuts shall have the right to use the pond for fishing so long as it is done solely from the lot owners’ bank. None of the owners herein shall have the right to use such pond for any other purpose including, but not limited to: wading, boating, any motorized craft, swimming or fishing from within the pond. All lot owners who abut this pond by accepting a deed to said lot assume the responsibility of maintaining said pond on equal prorata basis based on the total number lots that abut the pond.

STATE OF INDIANA

COUNTY OF HANCOCK )

We, GRF Design and Development, Inc., by Harold Gibson, President, do hereby certify that we are the owners of the property described in the above caption and that as such owner, we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

GRF DESIGN AND DEVELOPMENT, INC.

BY:__________________________

HAROLD GIBSON, President

Teresa Spegal, a Notary Public in and for said County and State, do hereby certify that Harold Gibson is personally known to me and to be the same person whose name is subscribed to the above certificate, appeared before me this day in person and acknowledged that he signed the above certificate as his own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 11th day of October, 1999.

Teresa Spegal

Notary Public

County of Residence: Hancock

My Commission Expires: 1-2-04

Duly entered for Taxation

OCT 12 1999

SHEET 6 OF 10
DECLARATION OF RESTRICTION
ON WETLAND EASEMENT USE

We, the undersigned, owners and developers of the within plat and subdivision, by Harold Gibson, President, do hereby certify that the President is authorized to act on behalf of the corporation in this matter and do hereby plat, accept and impose the following DECLARATION OF RESTRICTION ON WETLAND EASEMENT USE for the PFO1A (forested) wetlands in Fox Cove, Section 4, as shown on the plat herein labeled as “wildlife and nature preserve”.

The “wetland easement” areas will have the following land use restrictions placed upon them to protect the natural wetland characteristics.

1. The areas will not be filled or dredged without first obtaining the necessary permits from the U.S. Army Corps of Engineers, Indiana Department of Environmental Management, and the Hancock County Planning & Building Staff Officials.

2. Trees, shrubs and other vegetation within the wetland areas will not be cut or removed.

3. No buildings, or roads shall be built within the wetland areas without obtaining the necessary permits (see #1).

The undersigned does hereby agree and approve the above restrictions. Furthermore, any owner taking title to any lot which is subject to the wetland easement shall take title subject to the restrictions above and agree to the same by taking title to said lot.

GRF Design and Development, Inc.

by: Harold Gibson, President

STATE OF INDIANA  )
COUNTY OF HANCOCK  )

Before me, Teresa Spegal, a Notary Public in and for the above state and county this 11th day of October, 1999, appeared Harold Gibson, President of GRF Design and Development, Inc. and acknowledge execution of the above DECLARATION OF RESTRICTION ON WETLAND EASEMENT USE as an authorized agent for said corporation and as owner of the property described on the plat herein.

Teresa Spegal
Notary Public
My Commission Expires: 1-2-08

DUTY ENTERED
FOR TAXATION

OCT 12 1999

[Signature]

Attorney of Hancock County

TAXES CURRENT
AS OF 10-12-99

[Stamp]