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.
We, L & R Investments, Inc. by Michael A. Larrabee and Gene Kupper, 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 STINEMEYER CROSSING. All streets shown and not heretofore 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 buildings or structures. The strips of ground shown on this plat and marked drainage and utility easements (D. & U.'s) are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, line and wires, drainage facilities. The strip of ground and easements at all times to the proper authorities and to the easements herein reserved. No permissive or other structures are to be erected or maintained on said strip 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 property in this subdivision.

The undersigned does hereby further create, establish and grant unto the Hancock County Drainage Board the drainage easements shown on the accompanying plat and the drainage improvements constructed within, or to be constructed within, said easements, as County Regulated Drainage Easements and as a County Regulated Drainage System and the right to establish a maintenance fund therefor. It hereby waives hearings, notice or hearings, and publications of notice of the decision of the Board.

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, tilted or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners). Property owner must maintain these swales as sodded grassways or other non-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 as needed are installed as set out in 7-52.9 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 to repair said damage, after which time in no actions 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.

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 driveways pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines.

4. Drains. No sump pump drains or other drains shall outlet on to the street. No drainage structures shall be located within driveway limits.

5. Right-of-way. No trees shall be planted in the Hancock county right-of-way.

6. Driveways. All driveways and vehicle parking areas shall be hard surfaced with either concrete, asphalt or brick at closing of each home. No gravel or stone driveways will be permitted.
Minimum living space areas. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, accessory buildings or basements below ground level, shall contain no less than 1700 square feet of ground floor living area for a one-story structure or 1200 square feet of minimum ground floor area for a one-story structure or 1200 square feet of minimum ground floor area if higher than one story, provided higher than one story structures shall have a minimum of 3000 square feet of total living area and each dwelling shall have a two or three car attached garage.

8. Residential Use Only. All lots in this subdivision shall be used solely for residential purposes except for residences as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, basement or other outbuildings shall be used for temporary or permanent residential purposes on any lot in this subdivision. No dog kennel, above ground swimming pool, junk yard or commercial business of any kind will be permitted in this subdivision.

9. 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 accessory building shall be located closer to any front or accessory building or line than the required minimum from and side yard distance for the primary dwelling. No accessory building shall be located closer to the rear lot line than 15 feet, but in no case shall it be less than upon any such line.

10. Health Concerns. All water systems and methods of sewage disposal 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.

11. Nuisances. No noxious or offensive trade shall be carried upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood. All lots must be kept mowed. All upkeep to the property surrounding the pond will be the responsibility of the homeowners whose lot borders said pond.

12. Parking Limitations. No boat, camper, bus or trailer shall be parked closer to the street than the building setback line. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any street therein.

13. Storage Tanks. Storage tanks of any kind will not be permitted in the subdivision.

14. Fencing. No fence or wall shall be erected or placed on any lot nearer to any street than the front of the residence. All fencing must be maintained in good condition. Dog kennels will not be allowed.

15. Antennas. Any external TV antenna or satellite dish shall be placed behind the residence.

16. Design Requirements. Each one story and 1 1/2 story residence shall have an exterior constructed of no less than 4" brick. Each 2 story residential shall have an exterior constructed of brick or stone. This should be interpreted to mean four sides, with or stone. Each 2 story residential shall have an exterior constructed of brick or stone residence shall have an exterior constructed of brick or stone residence shall have an exterior constructed of brick or stone. All exterior siding shall be horizontal with the exception of the gables and chimneys must be brick or stone veneer on all sides. The roof shall be no less than 6/12 pitch. No vinyl siding, pressed wood (i.e. Masonite) or aluminum. All trim must be approved by all developers. Only custom home builders, approved by the developer, will be allowed to build in the subdivision.

17. Construction Methods. No modular or concrete homes will be permitted in this subdivision. No wood foundations will be permitted in this subdivision.

18. Outbuildings. All outbuildings shall be constructed of new material and be similar in appearance with the residence on the lot on which the building is being built. All outbuildings will be approved by the developers prior to construction.

19. Pond. No woody vegetation shall be permitted on the dam of
STINEMYER CROSSING
COVENANTS

20. Duration of Covenants. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2012 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of these persons who are then the owners of the majority of the

IN WITNESS WHEREOF, L & R Investments, Inc., an Indiana Partnership, has caused these presents to be signed in its Partnership name by Michael M. Lagalves and Gene Hininger this 12th day of February 1999.

Michael M. Lagalves
Gene Hininger
STATE OF INDIANA
COUNTY OF HANCOCK

Subscribed and sworn before me this 12th day of February 1999.

Notary Public

Printed Name: Dennis K. Greenwood
County of Residence: Hancock
SECTION TWO
COVENANTS

We, L & P Investments, Inc. by Michael W. Larrabee and Gene Blomgren, 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 STINMLVR CROSSING SECTION TWO. All streets shown and not heretofore 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 buildings or structures. The strips of ground shown on this plat and marred drainage and utility easement (G. U. E.) are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, line and wires, drainage facilities. The strips of ground are subject at all times to the proper authorities and to the consent 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.

The undersigned do hereby further create, establish and grant unto the Hancock County Drainage Board, the drainage easement shown on the accompanying plat and the drainage improvements constructed within, or to be constructed within, said easements, as County Regulated Drainage Easements and as a County Regulated Drainage System and the right to establish a maintenance fund thereof. We hereby waive hearings, notice or hearings, and publication of notice of the decision of the Board.

This subdivision shall be subject to the following restrictions which shall operate as perpetual covenants:

1. Drainage Swales. (Stitches) along dedicated roadways and within the right-of-way, or on deflected drainage easements, are not to be altered, dug out, filled in, filled or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners). Property owner must maintain these swales as swales or other non-carried 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 7-5/9 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 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 property owner for immediate payment.

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 driveways pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines.

4. Drains. No sump pump drains or other drains shall outlet on to the street. No drainage structures shall be located within driveway limits.

5. Right-of-way. No trees shall be planted in the Hancock County right-of-way.

6. Driveways. All driveways and vehicle parking areas shall be hard surfaced with either concrete, asphalt or brick at closing of each home. No gravel or stone driveways will be permitted.

7. Minimum living space areas. 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 no less than 1700 square feet of ground floor living area for a one-story structure or 1200 square feet of minimum ground floor area if higher than one story, provided higher than one story structures shall have a minimum of 2000 square feet of total living area and each dwelling shall have a two or three car attached garage.

8. Residential Use Only. All lots in this subdivision used solely for residential purposes except used as model homes during the sale on subdivision. No motor homes, trailer, tent, or other outbuildings shall be used for temporary or residential purposes on any lot in the subdivision. All buildings and other structures of any kind will be permitted in accordance with regulations of the Board.

9. Building Location. No building shall be located closer to the front line or nearer to the property line than the minimum building setback lines accessory buildings located closer to the front lot line than the required minimum distance for the primary dwelling. No structures shall be located closer to any rear lot line than shall conform to any existing setback lines.

10. Health Concessions. All water systems and disposal in this subdivision are to be in full accordance with the Health Department regulations or procedures by the State Board of Health Authority having jurisdiction.

11. Nuisances. No noise or offensive trade or odors upon any lot in this subdivision nor shall there on any lot, which may become a nuisance, neighborhood. All lots must be kept in a manner or condition proper for the use and habitation of the occupants and shall be kept clean and orderly.

12. Parking Limitations. No boat, camper, bus parked closer to the street than the building line. No illegal or non-licensed vehicle shall be parked on any lot in this subdivision or elsewhere.

13. Storage Tanks. Storage tanks of any kind shall not be sited near any street or driveway. All storage tanks shall be located as set out in 7-5/9 of the Hancock County Subdivision Control Ordinance.

14. Fencing. No fence or wall shall be erected so as to block any street or driveway. No fencing shall be placed in front of any house. No fence or wall shall be erected on any lot in this subdivision having the approval of the Board.

15. Antennae. Any external TV antenna or sat dish placed behind the residence.

16. Design Requirements. Each one story shall have an exterior color not a mixture of more than 2 or 3 colors. This should be interpreted to a 150 square foot area where needed or desired residence shall have an exterior color not a mixture of more than 2 colors, but any exterior color not a mixture of more than 2 colors shall be less than 6.75 pitch. No brick or stone walls shall be less than 6/12 pitch. No brick or stone walls shall be less than 6/12 pitch. No brick or stone walls shall be less than 6/12 pitch.

17. Construction Methods. No modular or mobile homes permitted in this subdivision. All wood frame house shall have an exterior color not a mixture of more than 2 or 3 colors. This should be interpreted to a 150 square foot area where needed or desired residence shall have an exterior color not a mixture of more than 2 colors, but any exterior color not a mixture of more than 2 colors shall be less than 6/12 pitch.

18. Outbuildings. All outbuildings shall be standard functional materials and be similar in appearance to the house on which the building is being built. All outbuildings shall be approved by the developer.

Lots 45, 46, 47, 48, 49, 51, 52, 53, 55, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, and 151, all located on the site designated as this subdivision, serves as retention for drainage and water for surface water in Silt Lagoon. The lots herein mentioned, as respects to their lot sizes, shall have the right to be divided as long as it is done solely from a common space. None of the owners herein shall be permitted for any purpose including, but not limited to, fencing, building, any motorized craft, swim or fish within the pond. All owners who shall sell a deed to said lot, assume the responsibility paid on an equal pro rata basis on the lot shall the pond.

FILE: \1\8313BMO.doc
This Instrument Prepared By Nolan and Gibson Corporation. Harold Gibson, President
MYER CROSSING
SECTION TWO
COVENANTS

8. 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, basement or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, above ground swimming pool, junk yard or commercial business of any kind will be permitted in this subdivision.

9. 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. No accessory building shall be located closer to any rear lot line than 15 feet, but in no case shall it encroach upon any easement.

10. Health Concerns. All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health of other civil authority having jurisdiction.

11. Nutenances. No noxious or offensive trade shall be carried upon any lot in this subdivision nor shall anything be done there which may become a nuisance or annoyance to the neighborhood. All lots must be kept mowed. All upkeep to the property surrounding the pond will be the responsibility of the homeowners whose lot borders said pond.

12. Parking Limitations. No boat, camper, bus or trailer shall be parked closer to the street than the building setback line. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any street thereof.

13. Storage Tanks. Storage tanks of any kind will not be permitted in the subdivision.

14. Fencing. No fence or wall shall be erected or placed on any lot nearer to any street than the front of the residence. All fences must be maintained in good condition. Dog kennels will not be allowed.

15. Antenna. Any external TV antenna or satellite dish shall be placed behind the residence.

16. Design Requirements. Each one story and 1 1/2 story residence shall have an exterior constructed of not less than 65% brick or stone. This shall be interpreted to mean four sides, with 15% accent siding where needed or desired. Each 2 story residence shall have an exterior constructed of brick or stone on all four sides of the lower level, minimum. All exterior siding shall be horizontal with the exception of the gables on 2 story residence where vertical siding will be allowed. All chimneys must be brick or stone veneer on all sides. The roof shall be no less than 6/12 pitch. No metal, siding, metal house (i.e., snow) or aluminum. All plans must be approved by the developer. Only custom home builders, approved by the developer, will be allowed to build in the subdivision.

17. Construction Methods. No modular or concrete homes will be permitted in this subdivision. No wood foundations will be permitted in this subdivision.

18. Outbuildings. All outbuildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the building is being built. All outbuildings will be approved by the developer prior to construction.

19. Lots 45, 46, 47, 48, 49, 51, 52, 53, 55, 56, 57, 59, 60, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, and 75 shall be a separate body of water designated on the plat as "Reflection Pond." This pond serves as retention for drainage areas and outlets for surface water in Shinnery Crossing. The owners of the lots herein mentioned, as respects the pond on which their lot abuts, shall have the right to use the pond for fishing so long as it is done so by the owner's land 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 pro rata basis on the total number of lots that border the pond.
STINEMYER CROSSING
SECTION TWO
COVENANTS

19. Duration of Covenants. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all person 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 in whole or in part by vote of these persons who are then the owners of the majority of the numbered lots in the development.

IN WITNESS WHEREOF: L & R Investments, Inc., an Indiana Partnership, has caused these presents to be signed in its Partnership name by Michael M. Lurabbee and Gene Rinzinger this day of , 1995.

Michael M. Lurabbee
Gene Rinzinger

STATE OF INDIANA

COUNTY OF HANCOCK

Subscribed and sworn before me this day of , 1995.

NOTARY PUBLIC

Printed Name: HAROLD GIBSON
My Commission Expires 1/11/95
County of Residence HANCOCK